City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 26, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-160 Approve the Agenda for the Regular meeting of April 26, 2016, as presented or with amendments.

Attachments: 04-26-16.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 15-604 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon, TN. (Utilities Director)

Attachments: Resolution - Sole Source -Tracer Electronics.doc

Noggin GPR Quote.pdf

Sole Source Letter-2015 Cocoa.pdf

SS-UT-Tracer Electronics (3-28-16)

V.2 16-113 To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM effective November 23, 2015 through November 23, 2018. (Utilities Director)

Attachments: Hydromax FY16 Short Term Demand Leveling Support Services Proposal REV:
Seminole County Bid IFB-602347-15_pk.pdf
Seminole County Contract IFB-602347-15_tc (Hydromax).pdf

V.3 16-145 Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $263,244.16 for the annual paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid # B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a resolution to authorize the City Manager to approve Change Orders not to exceed $36,755.84. (Public Works Director)

Attachments: RESOLUTION No. 2016-39 Paving
Paving Quote 2016
Notice of Award

V.4 16-151 Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (Administrative Services Director)

Attachments: Employee Health Center Account Balance List_ 04142016.pdf
May 14th 2014 Health Center Agenda Item.pdf
CAREATC INC. - Health Center Service Agreement -EXPIRES 05.18.2017 (2).p

V.5 16-152 To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: Bid Memo
Bid Tabulation Sheet
C&D Construction - Contract Agmt

V.6 16-166 To approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (Finance Director)

Attachments: Series 2016 Note Resolution - Fire Assessment

Reimbursement Resolution Fire Station Series 2016 Note

VI. PUBLIC HEARINGS:

VI.1 16-142 Ordinance No. 06-2016/1st Reading: Amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District. (Community Services Director)

Attachments: Ordinance No. 06-2016 CBD Craft breweries.pdf

VII. COUNCIL BUSINESS:

VII.1 16-162 Consider the appointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2018. (Administrative Services Director)

Attachments: 04_05_16 Application Greenwood.pdf

04_14_16 Consideration Letter Greenwood.pdf

Planning&ZoningRoster.pdf

VIII. CITY BUSINESS:

VIII.1 16-134 Approval of a resolution to adjust the FY 2016 budget by using contingency funds to fund additional Human Resources Coordinator position in Administrative Services. (Administrative Services Director)

Attachments: Budget Resolution FY 2016.docx

BAF-AS-HR Coordinator (4-26-16) 16-134.pdf

VIII.2 16-139 Approve a Purchase Order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive. Approve a resolution amending the FY 16 budget using Reserves and other funds to fund this work. (Public Works Director)

Attachments:
- Budget Resolution FECR.docx
- BAF-PW-3510-(1of 4)FECR RR Crossings (4-12-16) A16-139.pdf
- BAF-PW-3510-(2of4)FECR RR Crossings (4-12-16) A16-139.pdf
- BAF-PW-3510-(3of4)FECR RR Crossings (4-12-16) A16-139.pdf
- BAF-PW-3510-(4of4)FECR RR Crossings (4-12-16) A16-139.pdf
- FEC Peachtree - Notice of Intent.pdf
- FEC Poinsett (Rosa L. Jones) - Notice of Intent.pdf

VIII.3 16-141 To Approve a budget resolution and budget transfers using contingency for radio antenna array work on the City's elevated water tank utilizing the Brevard County BOCC-Contract Ci 11-151 and for the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1. (Utilities Director)

Attachments:
- 725-500-12-1--Complete Contract.pdf
- 06913a.pdf
- 06913c.pdf
- 06913m.pdf
- coc utilities qte1600787 water tower radio project 33116.pdf
- cocoa fleet qte1600628 rev a new radios 32416.pdf
- Price Comparisions 32516.pdf
- Radio COST Analysis- 4.1.16.pdf
- Radio COST Analysis- 4.11.16w account#.pdf
- BC MASTER CONTRACT.pdf
- Budget Resolution FY 2016.docx
- BAF-PW-3540 (Pg1of 2) Radio Project (4-26-16) 16-141.pdf
- BAF-PW-3540 (Pg2of 2) Radio Project (4-26-16) 16-14.pdf
- BAF-UT-(Pg1of 2) Antenna Radios (4-26-16) 16-141.pdf
- BAF-UT-(Pg2of 2) Antenna Radios (4-26-16) 16-141.pdf

VIII.4 16-143 Ordinance No. 7-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)

Attachments: Ordinance No. 07-2016 General EE Pension Ordinance.pdf
Email Correspondence Accepting Proposed Changes.pdf
Cocoa General EE Pension Proposed Ordinance Letter_03232016.pdf
Signed MOU Letter.pdf

VIII.5 16-146 Approve a Resolution Amending the FY2016 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (Community Services Director)

Attachments: 2016-02-10 Contract for Sale - City of Cocoa- 22 lots.pdf
Resolution - Budget Amendment.docx
BAF-CS-3200-Purchase of CHA Property (4-26-16)16-146.pdf
Cocoa Housing Authority Parcels.pdf
Revised Interlocal Agreement.pdf

VIII.6 16-156 Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing. (Fire Chief)

Attachments: Budget Resolution FY 2016.docx
Fire Inspector (April-2016) (002).pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-137 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 03/31/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 03.31.16.pdf

IX. 2 16-144 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

Attachments: Copy of Cocoa March 2016 Dashboard.pdf

IX.3 16-147 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report March 16.pdf

IX.4 16-148 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order Authorizations March 16.pdf

IX.5 16-149 FY 2016 Budget Adjustment Report. (Finance Director)

Attachments: March 2016 EXPENSE Budget Tracking.pdf

March 2016 REVENUE Budget Tracking.pdf

IX.6 16-153 New local business tax receipts. (Community Services Director)

Attachments: 4-26-16 New local business tax receipts.pdf

IX.7 16-159 Monthly Fire Incident Summary Report. (Fire Chief)

Attachments: March Fire Report.pdf

IX.8 16-164 Resignation of Mr. Ric Holt as a Regular member of the Utilities Advisory Board. (Administrative Services Director)

Attachments: 04_14_16 Holt Resignation letter.pdf

Utilities Advisory Board

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

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Legislation Details (With Text)

File #:	16-160	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/13/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 26, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-26-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2016
Agenda Date: April 26, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 26, 2016, as presented or with amendments.

BACKGROUND:

The City Council approves the agendas for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the agenda for the regular meeting of April 26, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: April 26, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 26, 2016 (16-160)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. **None.**

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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V. CONSENT AGENDA:

1. Approve a Resolution waiving the Competitive Bidding Process for the purpose of making a Sole Source purchase of three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon, Tennessee. (15-604). (Utilities Director)

2. Approve participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant Assessments utilizing Seminole County Contract No. IFB-602347-15/GCM effective November 23, 2015 through November 23, 2018. (16-113). (Utilities Director)

3. Approve entering into a Co-operative Purchase Agreement with, and issuing a purchase order to Goodson Paving in the amount of $263,244.16 for the yearly paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid #B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a Resolution to authorize the City Manager to approve change orders not to exceed $36,755.84. (16-145). (Public Works Director)

4. Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (16-151). (Administrative Services Director)

5. Award Bid No. B-16-12-COC, Dyal WTP Maintenance Building Enclosure to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; to Authorize the City Manager to execute the contract. (16-152). (Utilities Director)

6. Approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (16-166). (Finance Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the appointment of Mr. Aleck Greenwood as a regular member of the Planning & Zoning Board through November, 2018. (16-162). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY 2016 budget by using contingency funds to fund an additional Human Resources Coordinator position in Administrative Services. (16-134). (Administrative Services Director)

2. Approve a purchase order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive; Approve a Resolution amending the FY 2016 budget using Reserves and other funds to fund this work. (16-139). (Public Works Director)

3. Approve a budget resolution and budget transfers for radio antenna array work on the City's elevated water tank utilizing the Brevard County BOCC-Contract CI 11-151 and the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1. (16-141). (Utilities Director)

4. Ordinance No. 06-2016/1st reading: Amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District. (16-142). (Community Services Director)

5. Ordinance No. 07-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan. (16-143). (Administrative Services Director)

6. Approve a Resolution amending the FY 2016 budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all

documents related to the closing of said properties. (16-146). (Community Services Director)

7. Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing. (16-156). (Fire Chief)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 03/31/2016. (16-137). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-144). (Administrative Services Director)

3. Estimated and actual income and expenses to date. (16-147). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-148). (Finance Director)

5. FY 2016 Budget Adjustment Report. (16-149). (Finance Director)

6. New Local Business Tax Receipts. (16-153). (Community Services Director)

7. Monthly Fire Incident Summary Report. (16-159). (Fire Chief)

8. Resignation of Mr. Ric Holt as a regular member of the Utilities Advisory Board. (16-164). (Administrative Services Director)

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney

City Manager
City Council

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	15-604	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/16/2015			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon, TN. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Tracer Electronics.pdf Noggin GPR Quote.pdf Sole Source Letter-2015 Cocoa.pdf SS-UT-Tracer Electronics (3-28-16)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2015
Agenda Date: April 26, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon TN

BACKGROUND:

A budgeted replacement of three existing Ground Penetrating Radar (GPR) units currently in use within the Water Field Operations (WFO) is scheduled for FY16. The existing units have been in service since 2006 and are nearing the end of their service life.

GPR units are utilized by the WFO Utility Line Locator team to accurately locate and mark utility infrastructure for customers, contractors, and sister utilities prior to excavating activities. Collectively, the Utility Line Locators complete approximately 13,000 locate tickets per year. Replacing these GPR units is vital to the continued efficient operation of accurately locating our utility infrastructure. Utilizing up-to-date equipment ensures that we are using the most effective means necessary to protect City of Cocoa utility infrastructure assets.

The Noggin 250 MHz SmartCart is the only ground penetrating radar (GPR) unit on the market that

meets the following Field Operations Division criteria: 1) The width of the GPR unit must be less than 23” wide due to the current configuration of the Utility Locator vans. Any GPR unit wider than this dimension would require a reconfiguration of the van storage units which would negatively impact the efficient and effective use of other equipment and storage space. 2) The availability of quick release wheels to allow the unit to travel under fences and other obstructions during locates. 3) The GPR unit is suspended by four independent supports to allow for unimpeded travel over uneven surfaces and in sandy soil conditions. After researching other GPR brands, no other unit appeared to offer the configuration similar to the SmartCart.

Staff requests City Council approval of the sole source purchase from Tracer Electronics LLC to replace three (3) GPR units.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$53,250
Account Number	421-4025-536.64-00
Account Name	Machinery & Equipment
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon TN.

RESOLUTION NO. 2016-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 26th day of April, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-43

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of making a sole source purchase of Three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon TN.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

ROBBY O'HAROLD

6981 Eastgate Blvd., Lebanon, TN 37090
T 615.285.3952 (TN)

Florida Office
T 864.993.0527 (FL)

roharold@tracerelectronicsllc.com
www.tracerelectronicsllc.com



Tuesday, October 6, 2015

John Beers
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

jbeers@cocoafl.org
321-480-0372 Mobile

This price can be used for additional quantities…

Subject: Utility SmartCart GPR Locator System
Reference: Our Quotation 151006-5

John,
Thank you for your inquiry regarding our ground penetrating radar products. We are pleased to quote as follows:

QTY	PART NUMBER	MODEL NUMBER / DESCRIPTION	2015 PRICE
1	100-10-0132	Utility 250Mhz - SmartCart	$18,000.00
UTILITY SMARTCART (UTILITY Configuration) - Professional GPR Utiilty Locator & Survey System			
OPTIONAL ACCESSORIES & SOFTWARE			
1	100-11-0093	EKKO Project - Base Software Licence	$280.00
1	100-60-0040	DVL Carrying Case	$220.00
SPECIAL PREFERRED CUSTOMER VALUE			
		FREE ON-SITE TRAINING	FREE
		12-MONTH WARRANTY	FREE
		PREFERRED CUSTOMER DISCOUNT	-$1,000.00
ADDITIONAL CHARGES & FEES			
1		Shipping Rates (FOB Lebanon, TN)	$250.00
Items:		No Sales Tax Required On This Sale	
4		**TOTAL PRICE**	**$17,750.00**

F.O.B. Point: FOB Lebanon, TN (UPS freight charges will be added to invoice)
Sales Tax: If applicable GA/FL/SC/TN state sales tax may be added to invoice unless tax exempt.
Terms of Payment: a) Cash in Advance, b) Credit Card, c) Net 30 days, subject to credit approval.
Price Validity: Prices valid for 60 Days.
Delivery: Normal delivery for stock items is 1-2 days. 1-2 weeks if not in stock.
Ordering: Call 615-285-3952 or Email roharold@tracerelectronicsllc.com or Fax 615-285-3970.
Mailing Address: ***TRACER ELECTRONICS LLC***. 6981 Eastgate Blvd., Lebanon, TN 37090.

If you have any questions concerning the above, please do not hesitate to call me.
Regards,

Robby O'Harold T 864.993.0527

Sensors & Software Inc.
subsurface imaging solutions

October 27, 2015

Attn: City of Cocoa

To Whom It May Concern:

Re:

Mr. Ken Smith

Tracer Electronics LLC
6981 Eastgate Blvd.
Lebanon, Tennessee
USA, 37090
615-285-3952

Sensors & Software Inc. is a leading designer and manufacturer of quality ground penetrating radar (GPR) instrumentation. We are the sole manufacturer of all pulseEKKO, Noggin, LMX100, LMX200, Utility SmartCart and Conquest GPR systems and accessories.
Tracer Electronics LLC is a company focused on sales and service within the Utilities Industry and are the sole distributor for Sensors & Software within the USA for the LMX100, LMX200, Conquest 100, Noggin & Utility SmartCart.

Yours truly,
Sensors & Software Inc.

Ron Lester

Sensors & Software Inc.
Ron Lester
Sales, North America

SOLE SOURCE JUSTIFICATION FORM

Requisition Number _____ **Division** 4025 Utilities/Water Field Operations

Part/Item/Service Description Utility Ground Penetrating Radar (GPR) Noggin 250 MHz SmarCart (3)

Cost of Part/Item/Service $ 53,250.00 **Account Number** 421-4025-536.64-00

Vendor Name Tracer Electronics, LLC

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes [✓] No [ ]
Explain how this was determined:

Sensors and Software, Inc. is the only manufacturer of the Utility SmartCart GPR unit, and Tracer Electronics LLC is the only authorized distributor of the SmartCart GPR system.

2. Why was the particular product or vendor chosen?

The Noggin 250 MHz SmartCart is the only ground penetrating radar (GPR) unit on the market that meets the following Field Operations Division criteria: The width of the GPR unit must be less than 23" wide due to the current configuration of the Utility Locator vans. Any GPR unit wider than this dimension would require a reconfiguration of the van storage units which would negatively impact the efficient and effective use of other equipment and storage space. The availability of quick release wheels to allow the unit to travel under fences and other obstructions during locates. The radar unit is suspended by 4 independent supports to allow for unimpeded travel over uneven surfaces and in sandy soil conditions. After researching other GPR brands, no other unit appeared to offer the configuration similar to the SmartCart.

3. Can similar items/service be obtained from other source? Check one: Yes [ ] No [✓]
If the answer is no, please explain.

Tracer Electronics LLC is the only authorized distributor of the Sensors and Software Utility SmartCart GPR system.
Note: Due to the purchase cost of these three GPR units, this purchase will be presented to City Council in the form of an agenda item at the April 26, 2016 meeting.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

4. Is chosen vendor the manufacturer? Check one: Yes [ ] No [✓]

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

3/28/16	Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.03.28 15:59:48 -04'00'	3/29/16	Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.03.29 14:32:31 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
3/28/16	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocnet, cn=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocnet.org Date: 2016.03.29 09:38:16 -04'00'	4/1/16	Teri Butler Digitally signed by Teri Butler Date: 2016.04.01 10:17:21 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

Legislation Details (With Text)

File #:	16-113	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	3/22/2016		**In control:**	City Council	
On agenda:	4/26/2016		**Final action:**		
Title:	To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM effective November 23, 2015 through November 23, 2018. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hydromax FY16 Short Term Demand Leveling Support Services Proposal REV3 Seminole County Bid IFB-602347-15_pk.pdf Seminole County Contract IFB-602347-15_tc (Hydromax).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2016
Agenda Date: April 26, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM effective November 23, 2015 through November 23, 2018

BACKGROUND:

Following the initial valve and hydrant assessment completed by Mueller Service Company in 2013, the Utilities staff began a systematic potable water valve and hydrant assessment program based on recommended American Water Works Association (AWWA) standards. Due to infrastructure construction activities and staffing constraints beginning in 2014, these activities were restricted to the repair of hydrants and the assessment and maintenance of wastewater and reclaimed water valves.

Staff anticipates that the construction events that were restricting potable water assessment activities will be completed by the end of March 2016, at which time assessment and maintenance of distribution valves and hydrants will recommence. In order to compensate for lost time and staffing constraints, staff recommends approval to use the services from Hydromax USA to provide supplemental field staff for hydrant assessment activities.

At this time, we are requesting the use of Seminole County Contract No. IFB-602347-15/GCM for

hydrant assessments. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO.

Therefore, staff recommends approval of the Seminole County contract with Hydromax USA to perform hydrant assessments, and to authorize a budgeted expenditure for these services not to exceed $299,014.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$299,014
Account Number	421-4055-536.63-00, WS1201
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On March 13, 2012, City Council approved participation in a cooperative purchase agreement with Mueller Service Co., LLC, Plant City, Florida, for hydrant and valve maintenance, repair and replacement services utilizing Seminole County Contract IFB-600770-10/GMG.

On March 27, 2012, City Council approved the scope of work per recommendation from Mueller Service Co. authorizing a budget expenditure of $600,000 for leak detection and valve and hydrant assessment repair services.

On October 9, 2012, City Council approved the scope of work per recommendation from Mueller Service Co. authorizing a budget expenditure of $750, 000 for leak detection and valve and hydrant assessment and repair services.

On November 12, 2013, City Council approved the scope of work per recommendation from Mueller Service Co. authorizing a budget expenditure of $100,000 to uncover buried and paved over distribution system valves.

On March 25, 2014, City Council approved the scope of work from Mueller Service Co. authorizing a budget expenditure of $101,250 for leak detection services.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018.

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HYDROMAX USA
Advanced Water, Wastewater and Gas Data Collection

City of Cocoa, FL – Demand Leveling

Valve and Hydrant Maintenance Support

Prepared for: Chris Collier, Field Operations Manager

Prepared by: Shane Majetich, Manager National Water Distribution Services

January 5th, 2015

January 5th, 2016

Chris Collier, Field Operations Manager

351 Shearer Blvd.

Cocoa, FL 32922

RE: Demand Leveling Support Services, Valve and Hydrant Assessments

The City of Cocoa WFO Staff desires to complete annual asset management activities in compliance with recommended AWWA standards. These goals have been impacted by recent infrastructure construction activities and staffing constraints. Therefore, the City of Cocoa has requested a proposal from Hydromax USA for "demand-leveling" field services for the assessment and maintenance of a limited volume of valves and hydrants within its distribution system. The objective is to engage Hydromax through their existing contract with Seminole County to bring planned assessment and maintenance activities back within targeted volumes, allowing the City's existing field operations to return to planned levels.

The objectives of this program are:

1. Provide supplemental field support services to the City of Cocoa to assist in maintaining targeted annual asset maintenance schedules.
2. Evaluate and improve the operability of valves and hydrants in the water distribution system through hands-on field activities.
3. To document the condition of the above water distribution assets and transfer the collected information in a format compliant with the City's GIS system through the use of an iWater data collection interface.

The City's goals for assessment of water distribution valves and hydrants are as follows.

Asset	Quantity	Maintenance Schedule (years)	Annual Goal	Completed in FY15	Requested Hydromax Leveling	Comments
Hydrants	6,362	2	3,181	281	6,362	Hydromax assessment of hydrants includes hydrant isolation valves
Hydrant Isolation Valves	6,362	5	1,272	0	6,362	Hydromax assessment of hydrant isolation valves included in hydrant assessment activity
System Valves (Water)	14,071	5	2,814	630	0	Potential to utilize Hydromax contract for valve assessment leveling in 4th Quarter of FY16

We are pleased to provide the below quotation, utilizing the current Seminole County contract unit pricing, task descriptions, terms, and conditions, for assessment activities to be completed in FY16. See attached for Seminole County descriptions of maintenance activities.

Item	Description	UM	Qty.	Price	Extension
A1	Hydrant Maintenance (with scrape, wire brush, and paint)	Ea.	6,362	$47.00	$299,014.00
				Total	**$299,014.00**
	Optional Pricing: should the City opt to have Hydromax USA provide support on the valve assessment program in FY16.				
B2	Valve Maintenance (sub-foot GPS location)	Ea.	5,000	$42.00	$210,000.00
				Total	**$210,000.00**

Established in 2003, Hydromax USA is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. HUSA's vast experience with new technologies and techniques empowers contractors, engineers and utility owners to make the best rehabilitation decisions regarding their buried infrastructure.

Our team continues to be excited about this opportunity and looks forward to working with you and the other members of the City of Cocoa once again in the weeks and months ahead. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (813) 305-6610.

Thank you again for your time and consideration.

Sincerely,

Shane Majetich

Shane Majetich
Manager, National Water Distribution Services
2500 Drane Field Road, Ste 204
Lakeland, FL 33811
813.305.6610
shane.majetich@hydromaxusa.com

Corporate Office and Data Center
11420 Watterson Ct, Suite 1100
Louisville, KY 40299
877-389-2227
www.hydromaxusa.com

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	**IFB-602347-15/GCM** **Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name:	Federal Employer ID Number:
Mailing Address:	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip:	
Type of Entity **(Circle one)**: Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____ _____	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers_____ through_____:** _____ Authorized Signature (Manual) Date
Email Address:	Typed Name:
Telephone Number:	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
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- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a “V” marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES’ ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES’ ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES’ ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data** – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 2
Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this IFB or their written bid at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Written bids shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this IFB, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Bidders that submitted written bids for this IFB shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7110.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive written submittals in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this IFB Number and Title referenced within the Formal Notice for this IFB. The envelope/container must also include the Bidder's name and return business address. No electronic bid submissions by email or other electronic method will be accepted. **Bids received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of mailed or hand-delivered bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bid should be made by calling (407) 665-7116, before the 2:00 deadline.

The Bidder is required to submit **FIVE (5) COMPLETE SETS** in hard copy (one [1] original and **FOUR [4**] copies), **plus ONE (1) CD ROM** of their complete written submittal. The Bidder should submit their written bid in person or by mail in hard copy form. The CD ROM should not include information in addition to that being provided in the original hard copy submittal. If additional information is received, PCD will serve notice to the Bidder that the additional information will not be considered under this IFB solicitation.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: **gmarrozos@seminolecountyfl.gov**. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDUM: Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation**. Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

(a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
(b) Evidence of collusion among Bidders.
(c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
(d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
(e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
(f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
(h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.

(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
(j) The type, structure and experience of the local or branch management proposed.
(k) Quality Control Program.
(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidder agrees that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Award Agreement.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award for this IFB as posted to the COUNTY's website or within thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Award Agreement for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder’s responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The COUNTY’s Code of Ordinances Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and the County Manager's Policies & Procedures apply to this IFB in their entirety with respect to this IFB.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Award Agreement

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so

will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Florida Statute 287.087 and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date of this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date of this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-Contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-Contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. However, the maximum allowable increase shall not exceed four percent (4%).

PRICE REDETERMINATION – FUEL: The Contractor may petition the Purchasing and Contracts Manager or designee for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at http://stats.bls.gov. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the County and the bidder cannot agree on any price re-determination, then the contract will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was $158.73 — 264.52
- Current PPI is $264.52 — -158.73
  105.79
- $105.79 divided by $158.73 = .666%
- The unit cost of the service is $100.00
- 14% of $100.00 = $14.00
- $14.00 x .666 = $9.32
- New unit price for the product/service is $109.32

If the Purchasing and Contracts Manager or designee grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Director may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price. This clause may be used in addition to any other price re-determination clause in this invitation. If the County and the bidder cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Part 3
Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **Please avoid the use of plastic three-ring or spiral bindings, laminated covers and inserts when preparing submittals. You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into the following three (3) sections:

1. REQUIRED SUBMITTALS:

Bidder Information – Page #1 of Package
Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.
License Sanctions: Regulatory/license agency sanctions within the past 5 years.
Attachment A - Conflict of Interest Statement (Rev. 9/3/2014)
Attachment B - Compliance with the Public Records Law (Rev. 3/27/14)
Attachment C - Worker's Compensation Form (Rev. 3/22/12)
Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2011)
Attachment E – Drug Free Work Place (Rev. 2/13/06)
Attachment F - Americans with Disabilities Act Affidavit (Rev. 6/15/01) (If applicable)

2. PAST PERFORMANCE:

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

A. Bidder must provide a minimum of five (5) previous and current clients including name, address, phone number, fax numbers, e-mail address, contact person and a brief description of the services/materials/equipment provided. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.

3. PRICE BID

The Bid Proposal shall be submitted on the forms included herein. Prices not submitted on the attached forms shall render the Bid non-responsive.

Part 4
Price Submittal

IFB-602347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (____)_____

E-Mail Address: _____

Designated Project Manager Information:

Project Manager: _____

Project Manager Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	$	$
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	$	$
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$	$
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$	$
A5	Furnish and install reflective road marker	EA.	500	$	$
A6	Extended Flush Time (15 minute Unit)	EA.	250	$	$
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$	$
A8	Upper barrel repair	EA.	35	$	$
A9	lower barrel repair	EA.	50	$	$
A10	Hydrant extension (6")	EA.	25	$	$
A11	Hydrant extension (12")	EA.	20	$	$
A12	Hydrant extension (18")	EA.	20	$	$
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$	$
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$	$
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$	$
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$	$
A16a	With 6" x 6" tee	EA.	3	$	$
A16b	With 6" x 8" tee	EA.	3	$	$
A16c	With 6" x 10" tee	EA.	2	$	$
A16d	With 6" x 12" tee	EA.	2	$	$
A16e	With 6" x 14" tee	EA.	2	$	$
A16f	With 6" x 16" tee	EA.	1	$	$
A16g	With 6" x 20" tee	EA.	1	$	$
A16h	With 6" x 24" tee	EA.	1	$	$
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$	$
A17a	With 6" x 6" wet tap	EA.	2	$	$
A17b	With 6" x 8" wet tap	EA.	2	$	$
A17a	With 6" x 10" wet tap	EA.	2	$	$
A17c	With 6" x 12" wet tap	EA.	2	$	$
A17d	With 6" x 14" wet tap	EA.	2	$	$
A17e	With 6" x 16" wet tap	EA.	2	$	$
A17f	With 6" x 20" wet tap	EA.	2	$	$
A17g	With 6" x 24" wet tap	EA.	2	$	$
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$	$
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$	$
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$	$
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$	$

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$	$
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$	$
B3	Valve maintenance (without GPS location)	EA.	350	$	$
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$	$
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$	$
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$	$
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$	$
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$	$
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$	$
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$	$
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$	$
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$	$
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$	$

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	$	$
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$	$
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$	$
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$	$
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$	$
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$	$
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$	$
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$	$
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$	$
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$	$
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$	$
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$	$
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$	$
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$	$
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$	$
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$	$
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$	$
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$	$
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$	$
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$	$
D1b	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$	$
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$	$
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	**LF.**	50	$	$
E1b	8 inch	**LF.**	50	$	$
E1c	10 inch	**LF.**	25	$	$
E1d	12 inch	**LF.**	25	$	$
E1e	14 inch	**LF.**	10	$	$
E1f	16 inch	**LF.**	50	$	$
E1g	20 inch	**LF.**	10	$	$
E1h	24 inch	**LF.**	10	$	$
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	**EA.**	5	$	$
E2b	4" line stop (epoxy fitting)	**EA.**	5	$	$
E2c	6" line stop (SS fitting)	**EA.**	10	$	$
E2d	6" line stop (epoxy fitting)	**EA.**	10	$	$
E2e	8" line stop (SS fitting)	**EA.**	5	$	$
E2f	10" line stop (SS fitting)	**EA.**	5	$	$
E2g	12" line stop (epoxy fitting)	**EA.**	5	$	$
E2h	14" line stop (epoxy fitting)	**EA.**	5	$	$
E2i	16" line stop (epoxy fitting)	**EA.**	5	$	$
E2j	20" line stop (epoxy fitting)	**EA.**	5	$	$
E2k	24" line stop (epoxy fitting)	**EA.**	5	$	$

ATTACHMENT A
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as **IFB-602347-15/GCM**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

_____Signature

_____Typed Name of Affiant

_____Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____

OR Produced identification_____**Notary Public - State of** _____

_____ **My commission expires**_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

9/3/2014

ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: IFB-602347-15/GCM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Rev. 8/23/12

ATTACHMENT C
WORKER'S COMPENSATION FORM

WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that _____
(name of business entity)

☐ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

_____

_____

_____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20_____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____, of _____, a corporation duly authorized to conduct business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

_____
Notary Public in and for the County and State Aforementioned

ATTACHMENT D
W-9 FORM

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Firm

_____
Date

Rev. 2/13/06

ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq*. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County and State Aforementioned

My commission expires:_____

Rev. 6/15/01

ATTACHMENT G
DRAFT AGREEMENT

(All Exhibits will be incorporated prior to contract execution based on the successful Bidder)

TERM CONTRACT FOR HYDRANT AND VALVE INSTALLATION, REPAIR, AND MAINTENANCE SERVICES (IFB-602347-15/GCM)

THIS AGREEMENT is made and entered into this 23rd day of NOVEMBER, 2015, by and between **HYDROMAX USA**, duly authorized to conduct business in the State of Florida, whose address is 2500 Drane Field Road, Suite 204, Lakeland, Florida 33811, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

CERTIFIED COPY
MARYANNE MORSE
Clerk of Circuit Court and Comptroller
SEMINOLE COUNTY, FLORIDA
BY Kyla Spencer
DEPUTY CLERK

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business

Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

For CONTRACTOR:

Hydromax USA
2500 Drane Field Road, Suite 204
Lakeland, Florida 33811

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

HYDROMAX USA

Witness

Steven Magistrelli
Print Name

Witness

Lamar Carroll
Print Name

By: _____

Print Name: JEFFREY A GRAHAM

Title: PRESIDENT

Date: NOVEMBER 20, 2015

SEMINOLE COUNTY, FLORIDA

Witness

Gladys Marrozos
Print Name

Witness

Kellen Erlandson
Print Name

By: _____
RAY HOOPER, Purchasing and Contracts Manager

Date: 11/23/15

For the use and reliance of Seminole County only.

As authorized for execution by the Board of Seminole County Commissioners at its November 10, 2015, regular meeting.

A-1418-15

Approved as to form and legal sufficiency.

County Attorney

AEC/ljp/lpk
6/30/15 9/23/15
p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc

Attachments:
Exhibit A – Scope of Services and Fee Structure
Exhibit B – Sample Release Order

EXHIBIT "A"

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	**IFB-602347-15/GCM** **Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name: Hydromax USA	Federal Employer ID Number: 20-0602448
Mailing Address: 2500 Drane Field Rd, Ste 204	If returning as a "No Submittal", state reason (**If so, return only this page**):
City, State, Zip: Lakeland FL 33811	
Type of Entity **(Circle one)**: Corporation (Partnership) Proprietorship Joint Venture Incorporated in the State of: Indiana List of Principals: Jeffrey Graham, Steve Lacy Mark Bruce	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** none **through** ____: 8/27/2015 Authorized Signature (Manual) Date
Email Address: shane.maletich@hydromaxusa.com	Typed Name: Jeffrey Graham
Telephone Number: 813-305-6610	Title: President
Fax Number: 502-565-0239	Date: 8/27/2015

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data –** Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data –** Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies –** Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 4
Price Submittal

IFB-802347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: Hydromax USA

Mailing Address: 2500 Drane Field Road, Ste 204 Lakeland FL 33811

Street Address: 2500 Drane Field Road, Ste 204

City/State/Zip: Lakeland FL 33811

Phone Number: (813) 305-8310 FAX Number: (502) 565-0239

E-Mail Address: shane.majetich@hydromaxusa.com

Designated Project Manager Information:

Project Manager: Lamar Carroll

Project Manager Telephone No.: 813-404-8341 Fax No.: 502-565-0239

E-Mail Address: lamar.carroll@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	$ 47.00	$ 16,450.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	$ 43.52	$ 43,520.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$ 150.00	$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$ 12.00	$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	$ 10.00	$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	$ 21.50	$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$ 32.50	$ 812.50
A8	Upper barrel repair	EA.	35	$ 250.00	$ 8,750.00
A9	lower barrel repair	EA.	50	$ 480.95	$ 24,047.50
A10	Hydrant extension (6")	EA.	25	$ 550.00	$ 13,750.00
A11	Hydrant extension (12")	EA.	20	$ 600.00	$ 12,000.00
A12	Hydrant extension (18")	EA.	20	$ 700.00	$ 14,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 4,542.00	$ 45,420.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 5,060.00	$ 50,600.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 6,268.00	$ 94,020.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 7,302.00	$ 109,530.00
A16a	With 6" x 6" tee	EA.	3	$ 5,065.00	$ 15,195.00
A16b	With 6" x 8" tee	EA.	3	$ 5,318.00	$ 15,954.00
A16c	With 6" x 10" tee	EA.	2	$ 5,836.00	$ 11,672.00
A16d	With 6" x 12" tee	EA.	2	$ 6,187.00	$ 12,374.00
A16e	With 6" x 14" tee	EA.	2	$ 7,452.00	$ 14,904.00
A16f	With 6" x 16" tee	EA.	1	$ 8,780.00	$ 8,780.00
A16g	With 6" x 20" tee	EA.	1	$ 10,838.00	$ 10,838.00
A16h	With 6" x 24" tee	EA.	1	$ 12,678.00	$ 12,678.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$ 5,635.00	$ 140,875.00
A17a	With 6" x 6" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17b	With 6" x 8" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17e	With 6" x 10" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17c	With 6" x 12" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17d	With 6" x 14" wet tap	EA.	2	$ 8,883.00	$ 17,766.00
A17e	With 6" x 16" wet tap	EA.	2	$ 9,487.00	$ 18,974.00
A17f	With 6" x 20" wet tap	EA.	2	$ 10,062.00	$ 20,124.00
A17g	With 6" x 24" wet tap	EA.	2	$ 10,580.00	$ 21,160.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$ 2,875.00	$ 28,750.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$ 575.00	$ 17,250.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$ 35.00	$ 875.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$ 511.00	$ 7,665.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$ 42.00	$ 42,000.00
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$ 42.00	$ 31,500.00
B3	Valve maintenance (without GPS location)	EA.	350	$ 42.00	$ 14,700.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$ 31.13	$ 3,891.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$ 155.00	$ 15,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 1,495.00	$ 22,425.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,127.50	$ 31,912.50
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,415.00	$ 36,225.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,875.00	$ 43,125.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 4,025.00	$ 40,250.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 5,042.75	$ 25,213.75
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 8,684.50	$ 43,422.50
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 9,955.00	$ 49,775.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 18,150.00	$ 90,750.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$ 29,150.00	$ 29,150.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 6,986.25	$ 69,862.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 7,538.25	$ 188,456.25
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 8,234.00	$ 205,850.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 11,764.50	$ 117,645.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 13,811.50	$ 138,115.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	$ 55.00	$ 1,375.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$ 500.00	$ 7,500.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$ 1.00	$ 25.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$ 1.00	$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$ 14.33	$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$ 86.00	$ 12,900.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$ 367.50	$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$ 143.75	$ 35,937.50
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$ 281.75	$ 33,810.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$ 281.75	$ 42,262.50
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$ 494.50	$ 24,725.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 48,950.00	$ 97,900.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 81,427.50	$ 162,855.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$ 150.00	$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$ 150.00	$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$ 150.00	$ 37,500.00
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	LF.	50	$ 52.90	$ 2,645.00
E1b	8 inch	LF.	50	$ 63.25	$ 3,162.50
E1c	10 inch	LF.	25	$ 94.30	$ 2,357.50
E1d	12 inch	LF.	25	$ 112.70	$ 2,817.50
E1e	14 inch	LF.	10	$ 149.50	$ 1,495.00
E1f	16 inch	LF.	50	$ 127.65	$ 6,382.50
E1g	20 inch	LF.	10	$ 287.50	$ 2,875.00
E1h	24 inch	LF.	10	$ 460.00	$ 4,600.00
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	EA.	5	$ 5,405.00	$ 27,025.00
E2b	4" line stop (epoxy fitting)	EA.	5	$ 5,520.00	$ 27,600.00
E2c	6" line stop (SS fitting)	EA.	10	$ 5,635.00	$ 56,350.00
E2d	6" line stop (epoxy fitting)	EA.	10	$ 5,721.25	$ 57,212.50
E2e	8" line stop (SS fitting)	EA.	5	$ 6,888.50	$ 34,442.50
E2f	10" line stop (SS fitting)	EA.	5	$ 9,660.00	$ 48,300.00
E2g	12" line stop (epoxy fitting)	EA.	5	$ 10,120.00	$ 50,600.00
E2h	14" line stop (epoxy fitting)	EA.	5	$ 16,280.00	$ 81,400.00
E2i	16" line stop (epoxy fitting)	EA.	5	$ 17,985.00	$ 89,925.00
E2j	20" line stop (epoxy fitting)	EA.	5	$ 21,010.00	$ 105,050.00
E2k	24" line stop (epoxy fitting)	EA.	5	$ 25,850.00	$ 129,250.00

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissions
Seminole County, Florida

PURCHASE ORDER

EXHIBIT " B "

ORDER NUMBER:

OF

ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101E. 1st STREET - COUNTY SERVICES BLDG, RM. 3200
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

ITEM	QUANTITY	UNIT	ITEMS SHIP TO	UNIT PRICE	EXTENSION
			Sample of Release Order		

SEMINOLE COUNTY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes.*

Legislation Details (With Text)

File #:	16-145	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Consent Agenda	
File created:	4/11/2016		**In control:**	City Council	
On agenda:	4/26/2016		**Final action:**		
Title:	Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $263,244.16 for the annual paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid # B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a resolution to authorize the City Manager to approve Change Orders not to exceed $36,755.84. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RESOLUTION No. 2016-39 Paving Paving Quote 2016 Notice of Award				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2016
Agenda Date: April 26, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $263,244.16 for the annual paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid # B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a resolution to authorize the City Manager to approve Change Orders not to exceed $36,755.84

BACKGROUND:

The City of Cocoa Public Works Department maintains approximately 79 miles of paved streets throughout the city. Funds are budgeted annualy to mill and pave various streets based on the age and condition of the asphalt. One of the factors used is a pavement roadway assessment study as well as the amount of repairs made and utility work completed. The first roadway assessment study was performed in 2007 by Tampa Bay Engineering. Recently a new pavement roadway assessment study was completed by Kisinger Campo & Associates. The report indicated for Fiscal year 2015/2016 the following streets be addressed based on condition: Indian River Dr. from 1025 IRD to Dixon Blvd, Indian River Dr. from Indian Circle to McLeod, Riverside Dr. from Church St to City Limits and 1st St from Peachtree St to Brunson Blvd. In addition, staff recommends that Peachtree St from

Blake Ave to the railroad tracks be milled and paved to complete and compliment the Peachtree St Complete Streets project as well as the entrance road and parking areas at Macfarland Park. All paving will include ADA Compliant handicap ramps where needed at roadways that intercept the roadway

STRATEGIC PLAN CONNECTION:

Image: Newly paved streets are safer for vehicle traffic as well as enhancing the physical appearance of the City.

BUDGETARY IMPACT:

Budgeted Yes
Choose an item.
Amount Requested $ 263,244.16
Account Number _001-3510-541-63-00
Account Name _Infrastructure
Change Orders not to exceed $36,755.84, for a total of $300,000.00.

PREVIOUS ACTION:

Council has approved the roadway paving project in past years

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $263,244.16 for the yearly paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid # B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a resolution to authorize the City Manager to approve Change Orders not to exceed $36755.84

RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS REGARDING THE PAVING OF CITY STREETS IN AN AMOUNT NOT TO EXCEED $36,755.84; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Cocoa desires safe and aesthetically pleasing streets; and

WHEREAS, on April 26, 2016, the City Council authorized the City Manager to proceed with the paving of various city streets subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders consistent with the terms of this Resolution even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders for the paving of various city streets provided the total amount of approved change orders do not exceed $ 36755.84.

(B) Pursuant to section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of April, 2016

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
March 22, 2016 6:53:42 AM EDT		119	4	Received

Mar 22 16 06:24a p.1

Goodson Paving, Inc.

P.O. Box 236067
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

FAX TRANSMITTAL

DATE: March 21, 2016

TO: City of Cocoa

ATTN: Charles Wines

FROM: Chris Brunais

FAX# : 433-8789

SUBJ.: 2016 Milling & Paving – 2nd Revision

Number of Pages (including this cover page): 4

MESSAGE :

SIGNED:

If you do not receive all the facsimile transmission correctly, please contact our office at phone number (321) 631-5523 as soon as possible.

GOODSON PAVING, INC. – Return Fax# 321-639-0497

WWG Asphalt

Good IV TLC, Inc.
P.O. Box 560559
Rockledge, Fl. 32955

Telephone (321) 632-4340 / Fax (321) 631-9241

March 21, 2016

TO: City of Cocoa Public Works

ATTN: Charles Wines

FROM: Chris Brunais

RE: City of Cocoa 2016 Milling & Paving (#6511) – 2nd Revision

PROPOSAL – 2nd REVISION

Scope of Work:

Milling and paving with SP-9.5 asphalt on various streets located in Cocoa, FL. This estimate is based on quantities provided by the City of Cocoa. Payment for these items of work will be made on actual construction quantities determined upon completion of work.

Indian River Dr. (Indian Circle to McCleod)

Milling	10,889 SY @ $2.45		=$ 26,678.05
Pave w/1.0"SP-9.5	817 TN @ $78.46		=$ 64,101.82
Striping (Double Yellow)	1 LS @ $4,800.00		=$ 4,800.00
		TOTAL	**=$ 95,579.87**

Indian River Dr. (Dixon to 1025)

Milling	6,389 SY @ $2.45		=$ 15,653.05
Pave w/1.0"SP-9.5	479 TN @ $78.46		=$ 37,582.34
Striping (Double Yellow)	1 LS @ $3,300.00		=$ 3,300.00
		TOTAL	**=$ 56,535.39**

Page 2 of 3 - City of Cocoa 2016 Milling & Paving – 2nd Revision

Riverside Dr. (Church St. to City Limit))

Milling	4,253 SY @ $2.45		=$ 10,419.85
Pave w/1.0"SP-9.5	340 TN @ $78.46		=$ 26,676.40
Striping (Double Yellow)	1 LS @ $2,500.00		=$ 2,500.00
		TOTAL	**=$ 39,596.25**

1st Street (Peachtree St. to Brunson Blvd. also includes approx. 100' of Main St.)

Milling	1,981 SY @ $2.45		=$ 4,853.45
Pave w/1.0"SP-9.5	154 TN @ $78.46		=$ 12,082.84
Striping (Double Yellow)	1 LS @ $1,500.00		=$ 1,500.00
		TOTAL	**=$ 18,436.29**

MacFarland Park

Pave w/1.5"SP-9.5	98 TN @ $123.22		=$ 12,075.56
Striping (Parking)	1 LS @ $1,300.00		=$ 1,300.00
		TOTAL	**=$ 13,375.56**

Peachtree St. (Blake to Rail road Tracks)

Milling	4,128 SY @ $2.45		=$ 10,113.60
Pave w/1.0"SP-9.5	320 TN @ $78.46		=$ 25,107.20
Striping	1 LS @ $4,500.00		=$ 4,500.00
(Double Yellow, White edge, arrows, gore, RR)			
		TOTAL	**=$ 39,720.80**

	GRAND TOTAL	**=$263,244.16**

Notes:

1. Payment is to be made within 30 days after completion of work. City of Cocoa agrees to pay all costs associated with collection including costs and attorney fees (including those incurred in appellate and bankruptcy proceedings). Past due invoices shall bear interest at 1.5% per month or the highest rate allowable by law, whichever is less.
2. Prices will be honored for 30 days from the date of this proposal.
3. New asphalt pavement takes approximately 60 days to cure. During this period it is possible for pavement scuffing (i.e. tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.
4. Asphalt prices for this proposal are based on the current Brevard County Contract #B-4-1-57.

Exclusions are as follows:
Fees, Bonds or Permits
Weekend, Holiday, or Night Work
Testing
Saw Cutting
Utility Risers
Survey or Layout
Thermoplastic Striping

APPROVED & ACCEPTED BY:

GOOD IV-TLC, INC.:

_____
Signature

_____
Print Name

_____
Title

_____
Date

CITY OF COCOA:

_____
Signature

_____
Print Name

_____
Title

_____
Date

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
June 10, 2015
BID# B-4-15-57/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	EST. AWARDED ANNUAL VALUE
OHL, Community Asphalt	YES	SEE ATTACHED TABULATION	$3,000,000 Based on year one projections Projects to be awarded on project by project basis based on attached tabulation.
VA Paving	YES	SEE ATTACHED TABULATION	
Good IV - TLC, Inc.	YES	SEE ATTACHED TABULATION	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Teresa Camarata / F Abbate
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director/
Frank Abbate, Assistant County Manager

☒ Award to Overall Lowest, most Responsive, minimum three bids received.
44 Suppliers were notified through OnVia DemandStar resulting in eight (8) plan-holders and three responsive bids.

☐ Award to other than low, with low bid being non-responsive: (copy to Manager)
REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Jon McLester, Purchasing Supervisor; and Bruce Black, Public Works Construction Manager.

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE 06/22/15 ENDING DATE 06/21/16
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) year renewals
☐ Prompt Payment Discount Offered ☐ Yes_____(Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance. (On file for both vendors)
☐ Please provide performance and payment bonds as required. (performance bonds will be required for individual projects exceeding $100,000
☐ OTHER:

LR

Legislation Details (With Text)

File #:	16-151	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	4/12/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, Health Center, insurance				
Code sections:					
Attachments:	Employee Health Center Account Balance List_ 04142016.pdf May 14th 2014 Health Center Agenda Item.pdf CAREATC INC. - Health Center Service Agreement -EXPIRES 05.18.2017 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2016
Agenda Date: April 26, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal year 2016.

BACKGROUND:

On May 13, 2014 City Council approved a three-year contract between the City of Cocoa and CareATC for the administration of the City's Health Center. The agenda item approved by Council at that time authorized annual costs for Fiscal Year 2015 and only seven months of Fiscal Year 2016. However, this approval conflicts with the three-year contract approved through May 2017.

The Fiscal Year 2016 budget adopted by Council funded the Health Center for the full fiscal year, up to a total annual amount of $486,509. A change order is needed to increase the purchase order total from $287,000 to $486,509.

Staff recommends this change order so there is no interruption in the Health Center services. There is no additional budgetary impact, as the full amount was already budgeted and this will not extend the contract term with CareATC at this time.

STRATEGIC PLAN CONNECTION:

The offering of the Health Center enhances the City's benefit program, which assists in containing the City's financial sustainability with health insurance costs and helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Change Order Amount	$199,509
Original Purchase Order	67252
Original P.O. Amount	$287,000

PREVIOUS ACTION:

At a Regular City Council Meeting on May 13, 2014, Council approved a three-year multi-year contract with CareATC and the resolution for the budget amendments and budget transfers. The City Manager was authorized to execute the multi-year lease with CareATC approved as to legal form and content by the City Attorney.

At a Regular City Council Meeting on March 25, 2014, Council approved the vendor ranking for an Employee Health Clinic (RFP # P-14-04-COC) and authorized the City Manager to negotiate a contract with CareATC, the number one ranked vendor.

RECOMMENDED MOTION:

Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016.

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-1600-513.31-33	EMPLOYEE HEALTH CENTER	231,264.00	134,904.00	96,360.00
001-1600-513.52-33	EMPLOYEE HEALTH CENTER	56,064.00	32,704.00	23,360.00
001-1600-513.62-33	EMPLOYEE HEALTH CENTER			
001-1600-513.64-33	EMPLOYEE HEALTH CENTER			
421-4010-536.31-33	EMPLOYEE HEALTH CENTER	156,631.00	92,631.00	64,000.00
421-4010-536.52-33	EMPLOYEE HEALTH CENTER	35,368.00	22,456.00	12,912.00
423-3570-538.31-33	EMPLOYEE HEALTH CENTER	5,859.00	3,465.00	2,394.00
423-3570-538.52-33	EMPLOYEE HEALTH CENTER	1,323.00	840.00	483.00
TOTALS:		486,509.00	287,000.00	199,509.00

CITY COUNCIL AGENDA ITEM

Memo Date:	April 23, 2014
Agenda Date:	May 13, 2014
Prepared By:	Tammy Gemmati, Administrative Services Director
Requested Action:	Council to approve a three year multi-year contract with CareATC and approve the resolution for the budget amendments and budget transfers. Authorize the City Manager to execute the multi-year lease with CareATC approved as to legal form and content by the City Attorney.

BACKGROUND:

On March 25, 2014, the City of Cocoa Council approved the vendor ranking and authorized the City Manager to negotiate a contract with CareATC (CATC), the number one ranked vendor. Contract negotiations were successful and City staff is now ready to proceed with the implementation of the Employee Health Center (Center).

The initial staffing level of the Center will be one (1) part-time salaried Physician and two (2) part-time hourly Medical Assistants or one (1) part-time salaried Physician, one (1) part-time hourly Licensed Practical Nurse (LPN) and one (1) part-time hourly Medical Assistant. At time of implementation, the Center will be open twenty (20) hours a week. As utilization increases, the hours will be adjusted to twenty-four (24) hours per week. The operational hours and staffing level will be adjusted as necessary and as agreed between the City and CATC. These staffing details will be finalized once recruiting efforts are finalized with CATC.

CATC's fee structure is based on Per Employee Per Month (PEPM) pricing with all other costs passed through. The $21.00 PEPM administrative fee is inclusive of all central services, including:

- Access to CATC discounts on medications, lab work, equipment, and supplies
- Chronic Disease Management program
- Dedicated account manager

- Dedicated wellness center operations manager
- Implementation management
- IT/web tools
- Liability Insurance
- Marketing materials production
- Patient services/call center
- Personal Health Assessment follow-up
- Physician management
- Quality control

The model of the Center will focus on wellness efforts of primary, preventive, and occupational care. Covered employees, retirees, and dependents on our health plan will have access to quality healthcare with no out of pocket expense of co-pays and/or prescriptions. A summary of the care and services offered include:

- Primary/Acute Care
  - Cold & Flu, Sore Throat
  - Labs
  - Medications
  - Injections
- Preventive Care
  - Physicals
  - Hypertension
  - Cholesterol
  - Diabetes
  - Smoking Cessation
- Occupational Care
  - New Hire Physicals
  - Non-Urgent Post-Accident Treatment

All participants will be highly encouraged to participate in an individual Personal Health Assessment (PHA). The purpose of the PHA is to address risk factors of chronic disease and begin a treatment plan to prevent further health risks. Each participant will receive a customized, confidential summary of their PHA results mailed directly to their home. Based on the results of the test, the employee will be able to quickly get an appointment with the CATC physician to develop an individual plan to bring chronic conditions under control (high blood pressure, obesity, diabetes, etc.).

The financial breakdown of CATC's proposal consists of administrative/staffing charges and pass-through charges for supplies, medications, and laboratory tests, and the PHAs. The pass-through charges would be dependent on the clinic utilization and have been estimated for budget purposes.

Our proposed facility location will be 128 Lemon Street (Asset 1019GA, FKA the Social Service Center). This location is ideal based on size, building layout, and location. Overall, there are minimal renovations that need to be done to the facility to get it

operational. CATC presented options of build out with a cost per square foot estimate as a guide for budget development. The City will lease the facility to CATC for use of the health center. As part of the lease agreement, the City will provide CATC with Tenant Improvement Dollars not to exceed $100,000 for the construction build out and $40,000 for additional start-up costs. The construction build out will be performed by CATC.

City staff will be working with CATC to coordinate the implementation and roll-out to all City employees and eligible participants. The anticipated opening date of the Health Center is August 1, 2014.

BUDGETARY IMPACT:

Budgeted: **No**

If not budgeted, is amendment/transfer attached? **Yes**

Account Number	**Name**		**Amount**
001-1600-513-62-33	Building Health Center	$	100,000
001-1600-513-64-33	Machinery & Eq for Health Center	$	10,000
001-1600-513-52-33	Operating Supplies (Health Center)	$	16,936
001-1600-513-31-33	Professional Services	$	42,048
001-1600-513-39-00	Contingency	$	5,000
421-4010-536-52-33	Operating Supplies (Health Center)	$	11,629
421-4010-536-31-33	Professional Services	$	28,872
432-3570-538-52-33	Operating Supplies (Health Center)	$	435
423-3570-538-31-33	Professional Services	$	1,080
	Total	**$**	**216,000**

Start-up costs	$	140,000
Operating cost for two months	$	76,000
Total	$	216,000

The cost of the Health Center has been allocated between the General Fund (58.4%), the Water/Sewer Fund (40.1%) and the Stormwater Fund (1.5%) to reflect the percentage of employees in each fund. The building and equipment for the start- up costs are estimated and may be recorded in the operating or capital accounts depending on the particular items purchased. Adjustments to place an item in a correct account will involve a budget adjustment that does not require Council approval after the purchase made and categorized. Since the asset is a General Fund asset, the allocated portion of the start-up cost from the Water/Sewer Fund and the Stormwater Fund will be transferred to the General Fund.

The build out cost and the operating cost for FY 2014 will be funded from the insurance savings realized from FY 2013.

FY 2015 $469,680 - $478,800 3%-5% increase/year

FY 2016 $282,200 - $293,265 (7 months) 3%-5% increase/year

PREVIOUS ACTION:

At the regular Council meeting on March 25, 2014, Council approved the vendor ranking for an Employee Health Clinic and authorized the City Manager to negotiate a contract with Care ATC, the number one ranked vendor.

SIGNATURE APPROVAL

CITY MANAGER: 5/5/14
John A. Titkanich, Jr., AICP

ASSISTANT CITY MANAGER/ FINANCE DIRECTOR: 5/5/14
Micki Abdi

CITY ATTORNEY: 5/5/14
Anthony Garganese

CITY CLERK: 5/1/14
Joan Clark

ADMIN. SERVICES DIRECTOR: 5/20/14
Tammy B. Gemmati

UTILITIES DIRECTOR: 5/6/14
John A. Walsh, P.E.

PUBLIC WORKS DIRECTOR: 5-6-2014
Everett J. Wegerif, P.E.

FINANCE MANAGER: 04-30-14
For **Teri Butler**

PURCHASING MANAGER: 5/5/14
Hank Rowan

RECOMMENDED MOTION:
Council to approve a three year multi-year contract with CareATC and approve the resolution for the budget amendments and budget transfers. Authorize the City Manager to execute the multi-year lease with CareATC approved as to legal form and content by the City Attorney.

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2014; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2013, and ending on September 30, 2014, at a regular meeting held on September 24, 2013; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2013-2014 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of May, 2014.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Joan Clark, City Clerk

City of Cocoa Budget Adjustment Form FY 2014

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1525 | DATE PREPARED: 04/24/14

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$128,224	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 1,824,623	$ 1,824,623	$ 1,952,847	$ 1,952,847
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
$128,224	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$42,048	001-1600-513.31-33	HLTH01	PROFESSIONAL SERVICES / HEALTH CENTER	$ -	$ -	$ 42,048	$ 42,048
$5,000	001-1600-513.39-00	HLTH01	FINANCIAL ADMINSTRATIVE / CONTINGENCY	$ 165,840	$ 169,813	$ 174,813	$ 174,813
$16,936	001-1600-513.52-33	HLTH01	OPERATING SUPPLIES / HEALTH CENTER	$ -	$ -	$ 16,936	$ 16,936
$58,400	001-1600-513.62-33	HLTH01	BUILDINGS / HEALTH CENTER	$ -	$ -	$ 58,400	$ 58,400
$5,840	001-1600-513.64-33	HLTH01	MACHINERY AND EQUIPMENT / HEALTH CENTER	$ -	$ -	$ 5,840	$ 5,840
						$ -	
$128,224	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer General Fund portion (58.4%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

COUNCIL APPROVAL REQUIRED? *YES* ◉ *NO* ○ DATE APPROVED: _____ RESOLUTION #: _____

Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Divisions. Attach copy of agenda item and City Clerk's Journal noting approval.

Lisa Jones 4/24/14					
Requestor's Signature	Date	Finance Approval Signature	Date	Finance Dir./Asst. CM's Signature	Date
		Anne Quesada 04-24-14			
Director's Signature	Date	for Finance Manager 's Signature	Date	City Manager's Signature	Date

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

General Fund Amendment		
001-0000-389-99-50	Fund Balance Appropriation	$ 128,224
001-1600-513-62-33	Building Health Center	$ 58,400
001-1600-513-64-33	Machinery & Eq for Health Center	$ 5,840
001-1600-513-52-33	Operating Supplies (Health Center)	$ 16,936
001-1600-513-31-33	Professional Services	$ 42,048
001-1600-513-39-00	Contingency	$ 5,000

Transfer of General Fund portion (58.4%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Water/Sewer Transfer		
421-4010-536-39-00	Contingency	$ (84,611)
421-4010-581-91-01	Transfer to General Fund for Building	$ 40,100
421-4010-581-91-01	Transfer to General Fund for Equip.	$ 4,010
421-4010-536-52-33	Operating Supplies (Health Center)	$ 11,629
421-4010-536-31-33	Professional Services	$ 28,872

Transfer of Water/Sewer Fund portion (40.1%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Stormwater Fund Amendment			
423-0000-389-99-50	Fund Balance Appropriation	$ 3,165	
423-3570-581-91-01	Transfer to GF for Building	$ 1,500	$ 100,000
423-3570-581-91-01	Transfer to GF for Equipment	$ 150	$ 10,000
432-3570-538-52-33	Operating Supplies (Health Center)	$ 435	
423-3570-538-31-33	Professional Services	$ 1,080	

Transfer of Storm Water Fund portion (1.5%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

General Fund Amendment		
001-0000-381-91-21	Transfer from W/S	$ 44,110
001-0000-381-91-23	Transfer from Storm Water	$ 1,650
001-1600-513-62-33	Building Health Center	$ 41,600
001-1600-513-64-33	Machinery & Eq for Health Center	$ 4,160

Transfer the funds from W/S and Stormwater to renovate the building a General Fund Asset

$ 110,000

Start Up Cost	
Building	$ 100,000
Machinery/Eq	$ 10,000
Training/Software (31-33)	$ 10,000
Medical Supplies/ Office supplies (52-33)	$ 15,000
Contingency for start up costs	$ 5,000
	$ 140,000

Operating Costs		
Admin Services (31-33)	$ 62,000	$ -
Medical Supplies/ Office supplies (52-33)	$ 14,000	$ -
	$ 76,000	

to Council 05-13-2014, Item x

May - 3-5% increase each year
3 year contract May - April

City of Cocoa Budget Adjustment Form FY 2014

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 1525 DATE PREPARED: 04/24/14

'FROM' ACCOUNT(S):

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$(84,611)	421-4010-536.39-00		WATER SEWER / CONTINGENCY	$ 1,869,070	$ 1,551,264	$ 1,466,653	$ 1,466,653
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
-$84,611	TOTAL						

'TO' ACCOUNT(S):

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$28,872	421-4010-536.31-33	HLTH01	PROFESSIONAL SERVICES / HEALTH CENTER	$ -	$ -	$ 28,872	$ 28,872
$11,629	421-4010-536.52-33	HLTH01	OPERATING SUPPLIES / HEALTH CENTER	$ -	$ -	$ 11,629	$ 11,629
$40,100	421-4010-581.91-01	HLTH01	TRANSFER TO GEN FUND 001 for building	$ 5,200,000	$ 5,248,164	$ 5,288,264	$ 2,254,933
$4,010	421-4010-581.91-01	HLTH01	TRANSFER TO GEN FUND 001 for equip.	$ 5,200,000	$ 5,288,264	$ 5,292,274	$ 2,258,943
						$ -	
						$ -	
$84,611	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer Water/Sewer Fund portion (40.1%) of start up cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

COUNCIL APPROVAL REQUIRED? *YES* ◉ *NO* ○ DATE APPROVED: _____ RESOLUTION #: _____

Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Divisions. Attach copy of agenda item and City Clerk's Journal noting approval.

Lisa Jones	4/24/14				
Requestor's Signature	Date	Finance Approval Signature	Date	Finance Dir./Asst. CM's Signature	Date
[signature]	5/6/14	Anne Quesada	04-24-14		
Director's Signature	Date	FOR Finance Manager 's Signature	Date	City Manager's Signature	Date

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

General Fund Amendment			
001-0000-389-99-50	Fund Balance Appropriation	$	128,224
001-1600-513-62-33	Building Health Center	$	58,400
001-1600-513-64-33	Machinery & Eq for Health Center	$	5,840
001-1600-513-52-33	Operating Supplies (Health Center)	$	16,936
001-1600-513-31-33	Professional Services	$	42,048
001-1600-513-39-00	Contingency	$	5,000

Transfer of General Fund portion (58.4%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Water/Sewer Transfer			
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421-4010-581-91-01	Transfer to General Fund for Equip.	$	4,010
421-4010-536-52-33	Operating Supplies (Health Center)	$	11,629
421-4010-536-31-33	Professional Services	$	28,872

Transfer of Water/Sewer Fund portion (40.1%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Stormwater Fund Amendment				
423-0000-389-99-50	Fund Balance Appropriation	$	3,165	
423-3570-581-91-01	Transfer to GF for Building	$	1,500	$ 100,000
423-3570-581-91-01	Transfer to GF for Equipment	$	150	$ 10,000
432-3570-538-52-33	Operating Supplies (Health Center)	$	435	
423-3570-538-31-33	Professional Services	$	1,080	

Transfer of Storm Water Fund portion (1.5%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

General Fund Amendment			
001-0000-381-91-21	Transfer from W/S	$	44,110
001-0000-381-91-23	Transfer from Storm Water	$	1,650
001-1600-513-62-33	Building Health Center	$	41,600
001-1600-513-64-33	Machinery & Eq for Health Center	$	4,160

Transfer the funds from W/S and Stormwater to renovate the building a General Fund Asset

$ 110,000

to Council 05-13-2014, Item x

Start Up Cost	
Building	$ 100,000
Machinery/Eq	$ 10,000
Training/Software (31-33)	$ 10,000
Medical Supplies/ Office supplies (52-33)	$ 15,000
Contingency for start up costs	$ 5,000
	$ 140,000

Operating Costs		
Admin Services (31-33)	$ 62,000	$ -
Medical Supplies/ Office supplies (52-33)	$ 14,000	$ -
	$ 76,000	

May - 3-5% increase each year
3 year contract May - April

City of Cocoa Budget Adjustment Form FY 2014

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1525 | DATE PREPARED: 04/24/14

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$3,165	423-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 475,000	$ 475,000	$ 478,165	$ 481,330
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
$3,165	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$1,080	423-3570-538.31-33	HLTH01	PROFESSIONAL SERVICES / HEALTH CENTER	$ -	$ -	$ 1,080	$ 1,080
$435	423-3570-538.52-33	HLTH01	OPERATING SUPPLIES / HEALTH CENTER	$ -	$ -	$ 435	$ 435
$1,500	423-3570-581.91-01	HLTH01	Transfer to General Fund 001 for building	$ -	$ -	$ 1,500	$ 1,500
$150	423-3570-581.91-01	HLTH01	Transfer to General Fund 001 for equip.	$ -	$ 1,500	$ 1,650	$ 1,650
						$ -	
						$ -	
$3,165	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer Stormwater Fund portion (1.5%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

COUNCIL APPROVAL REQUIRED? *YES* ◉ *NO* ○ DATE APPROVED: _____ RESOLUTION #: _____

Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Divisions. Attach copy of agenda item and City Clerk's Journal noting approval.

Lisa Jones	4/24/14				
Requestor's Signature	Date	Finance Approval Signature	Date	Finance Dir./Asst. CM's Signature	Date
Ernest Woodford	5-5-2014	Anne Quesada	04-24-14		
Director's Signature	Date	FOR Finance Manager 's Signature	Date	City Manager's Signature	Date

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

General Fund Amendment			
001-0000-389-99-50	Fund Balance Appropriation	$	128,224
001-1600-513-62-33	Building Health Center	$	58,400
001-1600-513-64-33	Machinery & Eq for Health Center	$	5,840
001-1600-513-52-33	Operating Supplies (Health Center)	$	16,936
001-1600-513-31-33	Professional Services	$	42,048
001-1600-513-39-00	Contingency	$	5,000

Transfer of General Fund portion (58.4%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Water/Sewer Transfer			
421-4010-536-39-00	Contingency	$	(84,611)
421-4010-581-91-01	Transfer to General Fund for Building	$	40,100
421-4010-581-91-01	Transfer to General Fund for Equip.	$	4,010
421-4010-536-52-33	Operating Supplies (Health Center)	$	11,629
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Transfer of Water/Sewer Fund portion (40.1%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

Stormwater Fund Amendment				
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423-3570-538-31-33	Professional Services	$	1,080	

Transfer of Storm Water Fund portion (1.5%) of startup cost and operating cost for the remaining two months in FY 2014. Revenue source is from the insurance savings in FY 2013.

General Fund Amendment			
001-0000-381-91-21	Transfer from W/S	$	44,110
001-0000-381-91-23	Transfer from Storm Water	$	1,650
001-1600-513-62-33	Building Health Center	$	41,600
001-1600-513-64-33	Machinery & Eq for Health Center	$	4,160

Transfer the funds from W/S and Stormwater to renovate the building a General Fund Asset

$ 110,000

Start Up Cost	
Building	$ 100,000
Machinery/Eq	$ 10,000
Training/Software (31-33)	$ 10,000
Medical Supplies/ Office supplies (52-33)	$ 15,000
Contingency for start up costs	$ 5,000
	$ 140,000

Operating Costs		
Admin Services (31-33)	$ 62,000	$ -
Medical Supplies/ Office supplies (52-33)	$ 14,000	$ -
	$ 76,000	

to Council 05-13-2014, Item x

May - 3-5% increase each year
3 year contract May - April

City of Cocoa Budget Adjustment Form FY 2014

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1525 | DATE PREPARED: 04/24/14

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$44,110	001-0000-381.91-21		TRANSFER FROM / WATER SEWER	$ -	$ 48,164	$ 92,274	$ 92,274
$1,650	001-0000-381.91-23		TRANSFER FROM / STORMWATER	$ -	$ -	$ 1,650	$ 1,650
						$ -	
						$ -	
						$ -	
						$ -	
$45,760	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$41,600	001-1600-513.62-33	HLTH01	BUILDINGS / EMPLOYEE HEALTH CENTER	$ -	$ -	$ 41,600	$ 41,600
$4,160	001-1600-513.64-33	HLTH01	MACHINERY AND EQUIPMENT	$ -	$ -	$ 4,160	$ 4,160
						$ -	
						$ -	
						$ -	
						$ -	
$45,760	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds from Water/Sewer and Stormwater Funds to cover their portion of costs to renovate the building for the Employee Health Center; the building is a General Fund asset.

COUNCIL APPROVAL REQUIRED? *YES* ◉ *NO* ○ DATE APPROVED: _____ RESOLUTION #: _____

Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Divisions. Attach copy of agenda item and City Clerk's Journal noting approval.

Lisa Jones 4/24/14					
Requestor's Signature	Date	Finance Approval Signature	Date	Finance Dir./Asst. CM's Signature	Date
		Anne Quesada 04-24-14			
Director's Signature	Date	FOR Finance Manager 's Signature	Date	City Manager's Signature	Date

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

General Fund Amendment			
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001-1600-513-62-33	Building Health Center	$	41,600
001-1600-513-64-33	Machinery & Eq for Health Center	$	4,160
		$	110,000

Transfer the funds from W/S and Stormwater to renovate the building a General Fund Asset

Start Up Cost	
Building	$ 100,000
Machinery/Eq	$ 10,000
Training/Software (31-33)	$ 10,000
Medical Supplies/ Office supplies (52-33)	$ 15,000
Contingency for start up costs	$ 5,000
	$ 140,000

Operating Costs		
Admin Services (31-33)	$ 62,000	$ -
Medical Supplies/ Office supplies (52-33)	$ 14,000	$ -
	$ 76,000	

to Council 05-13-2014, Item x

May - 3-5% increase each year
3 year contract May - April

Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, **2014** by and between **CareATC, Inc. an Oklahoma company** ("CATC") and **the City of Cocoa, a Florida municipal corporation,** ("City"). Together CATC and the City may be referred to as "**the Parties.**"

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City's health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS, the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City's Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

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

1. Definitions:

a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.

b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.

c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

(1.) All design and construction work required to construct the Employee Health Center upon the premises,
(2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and
(3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.

d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.

e. **Participants:** Those individuals deemed eligible to participate in the **City's** Medical Benefits Plan.

f. **Plan:** The City's group health insurance and benefits plan.

g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.

h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services**."

(i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(iii) Primary medical care to include, but not limited to:

(1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.

(2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.

(3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.

(iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:

(1.) Infections
(2.) Hypertension
(3.) Hyperlipidemia
(4.) Diabetes
(5.) Infectious Disease (including antibiotics)
(6.) Gastro esophageal/reflux disease
(7.) Asthma
(8.) Chronic lung disease

No controlled substances will be stocked.

(v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.

(vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.

d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement, this Agreement shall terminate three years after the Effective Date. The parties may agree to extend the term of this Agreement only by written amendment to this Agreement approved and executed with the same formalities as this Agreement.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

a. CATC shall be solely responsible for actions and/or omissions of any agent or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.

b. CATC shall construct the Employee Health Center in accordance with the specifications listed in Exhibit D and pursuant to a General Lease to be entered into between the Parties for the premises located at 128 Lemon Avenue, Cocoa, Florida 32922.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; provided, however, that the City shall provide CATC with Tenant Improvement Dollars in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease.

c. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.

d. CATC shall purchase the supplies and equipment listed in Exhibit C for the operation of the Employee Health Center. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

e. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.

f. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.

g. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. . CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.

    (i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and (d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but

shall not contain any information linking such data to any identifiable individual patient.

(ii.) Medication usage report from Dispensing Solutions, Inc.

(iii.) Patient satisfaction reports.

h. CATC shall provide Participants who participate in the PHA program with a hard copy of their individual printed Personal Health Assessment report through mail to each Participant's home address, and have electronic individual reports accessible via the CareATC secure Internet Partner portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

i. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

(i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.

(ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.

(iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").

(iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.

(v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

j. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

(i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;

(ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;

(iii) Good standing with his/her profession and state professional association; and

(iv) The absence of any conviction of a felony.

k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

a. The City will provide the premises located at 128 Lemon Street, Cocoa, Florida 32922, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar ($1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease

c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in

order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former-member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.

g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.

h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.

i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.

b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services

at the Employee Health Center. CATC is authorized to provide a temporary replacement during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.

c. The following circumstances shall be grounds for immediate removal:

(i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.

(ii) Failure of Health Professional to qualify for required insurance coverage.

(iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.

(iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit F of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of

any term or condition of this agreement; and/or (b) the services performed or under (or related to) this agreement and/or (c) the negligent and/or willful acts or omissions of the Indemnifying Party. This paragraph shall survive termination of this Agreement.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information and to include electronic PHI that has been furnished (or intended to be

furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

(i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.

(ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.

(iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or the Employee Health Center of the Privacy Practices as outlined in Exhibit G. Exhibit G may be modified from time to time and patients will be provided with the updated requirements.

(iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights as outlined in Exhibit H. Exhibit H may be modified from time to time and patients will be provided with the updated requirements.

(v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

(vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for "de-identified" and aggregated group information provided as part of the Covered Services.

(vii) Notwithstanding the above terms, all Worker's Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.

(viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination

of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices provided in Exhibit G and Patient's Rights per Exhibit H. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

(ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service being provided by CATC hereunder.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

(iii) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of CATC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subjection, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for

enforcing this subsection against CATC. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.

b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.

c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.

e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.

f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.

b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.

c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.

d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.

e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City ; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees. CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement

shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:	If to The City:
CareATC 4500 South 129th East Avenue Suite 191 Tulsa, OK 74134	City of Cocoa [65 Stone Street Cocoa, FL 32922 Attn: John Titkanich, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void

and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action, in furtherance of this Agreement, which is illegal under any applicable federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this

Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

CareATC, Inc.

By: _____

Title: _____

The City of Cocoa, a Florida municipal corporation:

Name: _____

By: Henry U. Parrish III

Title: Mayor

EXHIBIT A

EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION

Type of Employee Health Center:	Near Site
Name:	City of Cocoa
Address:	128 Lemon Street
City, State, Zip:	Cocoa, FL 32922
Hours/Staffing Schedule:	Hours: Monday, Wednesday and Friday: 8:00am to 12:00pm; Tuesday and Thursday: 1:00pm -5:00pm. Staff: One physician and two medical assistants. The hours and/or staffing levels may be adjusted upon mutual agreement between the City and CATC.
Observed Holidays:	The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, Martin Luther King, Jr.'s Birthday, President's Day, Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.

2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars ($2,500) in cost.

3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.

4. Fees Payable by the City:

   a. CATC Administration Fee: $21.00 Per Eligible Employee/Retiree Per Month

      The Monthly Fee shall cover the following:

      CATC Corporate Support
      Accounting
      Chief Medical Officer
      Chief Operating Officer
      Facilities Management
      Human Resources
      Contract Administration
      Implementation Team
      IT Support
      Marketing Team
      Materials\Purchasing Team
      Partnership Relations Manager
      Patient Access Call Center
      Physician & Staffing Recruiter
      Reporting-Weekly, Monthly, Quarterly, and Annual
      Quality Management and Credentialing RN
      Employee Health Center Operations Manager

   b. Payment for Equipment and Supplies: The City agrees to pay CATC for equipment and supplies on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.

   c. Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.

d. Payment for Pharmaceutical Drugs, Laboratory Testing, Licenses and Permits. CATC agrees to purchase the supplies and services, using reasonable efforts to secure bulk price discounts and competitive pricing, and to invoice the City for CATC's actual cost to purchase the supplies and services.

e. Electronic Medical Records (EMR) Expenses:

(i) Monthly maintenance fee (includes technology equipment as outlined in Exhibit E of this Agreement): $250.00

(ii) Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

(iii) Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

(iv) EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

(v) Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

f. Payment for Health Professionals:

(i) Doctor:

1 part-time salaried at a rate not to exceed $125 per hour.

(ii) Licensed Practical Nurse:

1 part-time hourly at a rate not to exceed $21.00 per hour

(iii) Medical Assistant:

2 part-time hourly at a rate not to exceed $18.00 per hour

(iv) The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays. Short Term disability for CATC's Health Professionals will be invoiced to the City separately by CATC as incurred at a rate of $350.00 per week.

(v.) All hourly staff will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

(vi.) If staff is hired prior to the execution date of this Agreement, the City will be responsible for payment of the hourly rate of pay times the number of hours worked for the Health Professionals staffing the Employee Health Center, effective the hire date of such Health Professionals.

(vii) If staff is absent for Paid Time Off (PTO), or in the temporary absence of staff when agreed upon by the Parties, the City will pay the following rates for substitute staffing:

- Physician: $140.00 per hour
- Advanced Registered Nurse: $95.00
- Licensed Practical Nurse: $30.00
- Medical Assistant: $25.00
- Mileage for travel by substitute staff will be invoiced by CATC in accordance with the Business Mileage Rate established by the Internal Revenue Service and will be paid by the City as a passed through cost.

(viii) Pay rates may not exceed the amounts indicated above except upon the prior mutual agreement of the parties, except that pay rates for Health Professionals are subject to an increase, not to exceed 5% of the Health Professional's rate of pay, in or near the month of May each year.

g. The City will reimburse CATC for all pass through costs of conducting Personal Health Assessments (PHA) for each participating adult. This will include staff, lab and travel costs. Current lab fees are $16.25, per Participant, plus $5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

Additional charge of $10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

(i) Travel Costs for annual PHA event: Subject to the City's prior written approval, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.

(ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.

(iii) Whenever possible, CATC shall coordinate team travel for City Personal Health Assessments to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days Personal Health Assessments are provided for each area client.

5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.

6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility

shall lie solely with CATC.

EXHIBIT C

TYPICAL EMPLOYEE HEALTH CENTER EQUIPMENT AND SUPPLIES

Equipment and supplies that are commonly needed to provide Covered Services are described in this Exhibit. Other equipment and supplies may be required by the Health Professional to deliver Covered Services in accordance with the Agreement. The City agrees to pay for such equipment and supplies as invoiced by CATC. The prescription formulary may be modified at any time by the Parties' mutual agreement.

A list of such medications, equipment and supplies that may be provided include, but are not limited to, the following:

Medications/Injectables

ACYCLOVIR 200MG CAP
ACYCLOVIR 400MG TAB
ALBUTEROL .083% SOL
ADACEL TDAP VACCINE
AMLODIPINE 5MG, 10MG
AMOXICILLIN 250MG SUSP, 500MG CAPS, 250MG CHEW
ASPIRIN 81MG CHW TAB
AZITHROMYCIN TABS 250MG
BUPROPION ER 150MG
CARVEDILOL 12.5MG TABS
CEFTRIAXONE 1GM
CEPHALEXIN 500MG CAPS
CIPROFLOXACIN 500MG
CYANOCOBALAMIN 1000MCG
CYCLOBENZAPRINE 10MG
DEBROX DRP
DEXAMETH 4MG/ML
DIPHENHYD 25MG, 50MG
DOXYCYCLINE 100MG
EPINEPHRINE
FEXOFENADINE180MG
FISH OIL 1000MG CAP
FLUTICASONE
FLUOXETINE 20MG CAP
FLUCONAZOLE 150MG
GEMFIBRIZOL 600MG TAB
GLIPIZIDE 5MG TAB, 10MG
HYDROCHLORATRIAZIDE 25MG
IBUPROFEN 800MG TABS
KENALOG 40MG
KETOROLAC 60MG
LEVOTHYROXINE 50MCG, 100MCG, 150MCG
LIDOCAINE 1%
LISINOPRIL 10MG, 20MG, 40MG TAB
LOSARTAN 50MG, 100MG TAB
LOVASTATIN 40MG TAB
MARCAINE .5%
MELOXICAM 7.5MG TAB
METFORMIN 500MG, 1000MG TABS
METRONIDAZOLE 500 MG TABS
MUPIROCIN 2%
NAPROXEN 500MG TABS
NEOMYC/POLY/HC OTIC SOL 10ML
NITROSTAT .4MG TABS
OFLOXACIN .3%
OMEPRAZOLE 20MG CAPS
ONDANSETRON ODT 8 MG
PAROXENTINE 20MG TABS
PREDNISONE 10MG TABS
PROMETHAZINE 25MG
PROPARACAINE EYE DRP .5%
RAMIPRIL 5MG, 10MG CAPS
SERTRALINE 50MG, 100MG
SILVER NITRATE
SILVER SULFADIAZ 1%
SIMVASTATIN 20MG, 40MG TABS
SULFACETAMIDE 10%
SULFAMETH/TRI800/160MG
TRIPLE ANTIOINMENT
VENTOLIN HFA 90MCG

Testing Supplies

Aplisol, Glucose strips, Multi Stix, Occult Blood Test, Pregnancy HCG Tests, Strep A Signfy.

Medical Supplies

Isopropyl alcohol, applicators, bandages, basinemisis, betadine solution, paper cutters, cold packs, cotton balls, gauze, exam gloves, exam gowns, histofreezer, hydrogen peroxide, IV set, laceration tray, lancet, mediwash eye wash, adult mouthpiece, needles, pillow with vinyl cover, prescription pads, probe covers, swabsticks, sanitizer, scalpels, scissors, sharps collectors, sodium chloride, specula kleen, sponge gauze, suture removal tray, syringe, table paper, clear tape, facial tissue, adult tongue blade, embossed towels, vials.

Medical Equipment

Blood pressure unit, exam table with stirrups and storage, paper holder, Snellen eye chart, diagnostic set halogen macro, glucometer elite system, Taylor percussion hammer, unlabeled sundry jars, exam light with floor stand, full range peak flow meter, scale, stethoscope, Thermopro (ear thermometer). Optional occupational medical equipment may include, but not be limited to, spiormetry and/or hearing booth.

Office Furniture and Equipment

CATC recommends two (2) drawer lockable file cabinet, chairs, computer desk, Dymo label writer, lockable storage cabinet, printer, fax, copier, refrigerator, trash cans.

Final selection will be determined on completion and approval of site plan by the City.

Office Supplies

Hole punch, clipboards, copy paper, file folders and labels, file guide (A-Z), highlighters, pens, sanitizing wipes, paper clips, post-it notes, scissors, stapler, staples, staple remover, tape, tape dispenser, and trash bags.

EXHIBIT D

MINIMUM CRITERIA FOR EMPLOYEE HEALTH CENTER FACILITIES

The Employee Health Center facilities must satisfy the following minimum criteria:

1. Exclusive use for the Employee Health Center.

2. Non-smoking.

3. Weapon free except in accordance with applicable law or in the case the patient(s) is required to carry a weapon as part of their job. Weapons will be required to be stored in a locked storage in the exam room during the full time patient is being treated.

4. OSHA and Medical Facilities Standards: Comply with federal regulations.

5. ADA compliant.

6. Soundproofed walls, floors, ceilings, to the extent possible.

7. Solid doors.

8. Privacy windows (or no windows).

9. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Employee Health Center. VCT tiling is recommended.

10. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.

11. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.

12. Access: Such that the Employee Health Center may be locked securely and separately from the main facility.

13. Signage: The City will allow CATC to affix CATC's standard sign by the entry.

14. The following size and design minimum criteria:
    a. Examination/Treatment Rooms: Two (2) per on-duty physician; minimum one hundred twenty (120) square feet each. Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure lockable storage cabinet approved by CATC.
    b. Health Professional Office: one (1); minimum seventy-five (75) square feet.
    c. Reception: minimum eighty (80) square feet.

d. Storage: minimum forty (40) square feet of general storage and supply storage, with shelves.

e. Rest Rooms: one (1), unisex; internal location within the Employee Health Center space.

f. Sufficient parking for Health Professionals and Patients: minimum two (2) spaces that satisfy ADA criteria and that are located within the appropriate distance of the front door.

g. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure lockable cabinetry approved by CATC.

EXHIBIT E

EMPLOYEE HEALTH CENTER MINIMUM TECHNICAL SPECIFICATIONS

1. Communication Requirements

   Wired for high-speed Internet, wire-based telephone, wire-based fax, and other communications. If the City provides PBX, router, or other services, the City will provide all modems, telephone handsets, and other systems that may be needed to use or interface with the communication system. The Employee Health Center's phone, fax, and internet communications must not be susceptible to eavesdropping, access, recording, copying or retrieval by the City or the City's contractors or Affiliates. The communication system must satisfy the following minimum criteria:

   a. Phone

      (i) one (1) main line

      (ii) one (1) second line accessed by rotary hunt

   b. Fax

      (i) one (1) dedicated fax line

   c. Internet

      (i) 5mbps Downstream or better

      (ii) 2mbps Upstream or better

      (iii)Static IP Address

2. PC Requirements

   a. Processor – 2GHZ or better

   b. Ram – 2GB or better

   c. CD-Rom Drive

   d. At Least 4 USB ports

   e. Keyboard and Optical Mouse

   f. 2007 or later Microsoft Office (Word, Excel, PowerPoint)

   g. PDF reading software (Adobe, Foxit, etc.)

   h. Major Antivirus Software

   i. Windows 7 Pro or later Windows Professional based operating system

3. Monitor Requirements

   a. Flat Panel

   b. 17" or larger

4. Printer and Scanner Requirements
    a. Must have dual tray Laser B&W all-in-one printer (scanner, fax, copier) that supports PCL5 or higher, or one single tray all-in-one printer and another regular B&W printer (extra printer/tray is for prescription medication label paper).
    b. Must have a scanner that supports Twain v1.2 Compatible drivers. Recommended Models: Fujitsu fi-6130/z or fi-6230/z, Panasonic KVS10xxx, Xerox document 152.
    c. Dymo 400 label writer printer.
5. Networking and Devices
    a. Business class SPI firewall with IPsec VPN support. Recommended: Sonicwall TZ100.
    b. Employee Health Center must be built out with CAT5e or better network drops in areas where networked devices are necessary.
    c. Optional business class Wireless N access point. Recommended: Ubiquiti Unifi AP Pro.
    d. Employee Health Center network must be segmented from other networks and behind its own firewall in order to comply with HIPAA guidelines.
    e. Please contact Dustin Fry, CareATC Systems Administrator with any questions at 918-779-7450
6. Any hardware, software, and communications/data network or systems requirements not specifically articulated in this Agreement shall be added only upon the prior mutual agreement of both parties.

EXHIBIT F

INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year "tail" following the termination or expiration of this Agreement:

   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.

   b. Automobile, Non-Owned Automobile and Hired Auto Liability - $1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.

   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   d. Professional Liability - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.

   e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), CATC will furnish City with Certificate(s) of Insurance evidencing the coverages set forth above. The policies must be specifically endorsed to grant the City of Cocoa the same notification rights it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance. In addition, CATC shall provide thirty (30) days written notice to City of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Cocoa, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "City of Cocoa, a municipal corporation

of the State of Florida, its officers, employees and agents." The Policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
   b. Automobile, Non-Owned Automobile, and Hired Auto Liability - $1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

   The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

EXHIBIT G

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

This Notice describes how information about you may be used and disclosed and how you can gain access to this information. Please review it carefully.

Care ATC® is committed to protecting the confidentiality and security of our records containing information about you. Typically, this record may contain your symptoms, examination and test results, diagnoses, treatment, a plan for your future care or treatment, and/or prescription-filling and billing-related information. Such records are necessary for the healthcare provider to provide you with quality care and to comply with certain legal requirements. This notice applies to all records of your care created or received by Care ATC®.

1. Care ATC® may use and disclose protected health information for treatment, payment and health care operations. Treatment examples include, but are not limited to, requested preschool, life insurance or sports physicals; referral to nursing homes or foster care homes; disease management companies; information obtained by a pharmacist to dispense your prescriptions; home health agencies; and /or referral to other providers for treatment. Payment examples include, but are not limited to, collection agencies and insurance companies for claims including coordination of benefits with other insurers, and for prescription benefits. Health care operations examples include, but are not limited to, internal quality control and assurance, including auditing of clinic and pharmacy records, and government and licensure audits.

2. Care ATC® is permitted or required to use or disclose protected health information without the individual's written authorization in certain circumstances. These examples include, but are not limited to, public health requirements, Food and Drug Administration (FDA), medical examiners, coroners, funeral directors, and/or court orders.

3. Care ATC® provides services through business associates contracts, for which we may disclose protected health information about you so that they may perform the job that we have asked them to do. We require the business associate to appropriately safeguard your protected health information through a Business Associate Agreement with Care ATC®. Examples include utilization review organizations, case managers, software vendors, some insurers, and drug wholesalers.

4. Care ATC® may release protected health information about you for worker's compensation or similar programs.

5. Care ATC® may release health information about you to a correctional institution or a law enforcement official if you are an inmate of a correctional institution or under the custody of a law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

6. Care ATC® may at times contact the patient to provide appointment and pharmacy refill reminders, information regarding treatment alternatives, and/or other health-related benefits and services that may be of interest to the individual patient.

7. Care ATC® may release protected health information about you to a friend or family member to the extent necessary to help with your health care or with payment for your health care. Individuals requesting information on a patient, other than themselves, will be required to provide authorization from the patient in advance in order for Care ATC® to release the information. You may request a form to list specific people who we may speak to regarding your medical or pharmacy information. In addition, we may disclose protected health information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

8. Care ATC® will not make any other use or disclosure of a patient's protected health information without the individual's written authorization. Such authorization may be revoked at any time. Revocation must be in writing.

9. Care ATC® will abide by the terms of this notice or the notice currently in effect at the time of the disclosure.

10. Care ATC® reserves the right to change the terms of this notice and to make the revised or changed notice effective for health information we already have about you as well as any information we receive in the future. Care ATC® will make available a copy of any revisions to the Notice of Privacy Practices.

11. Any person/patient may file a complaint to Care ATC® or to the Department of Health and Human Services, Office of Civil Rights, if they believe their privacy rights have been violated. To file a complaint with Care ATC® please contact the Privacy Officer at the following address: Care ATC® 4500 S. 129th E. Ave., Suite 191 Tulsa, OK 74134. A complaint may also be filed by calling 800-993-8244. All complaints will be addressed and the results will be reported to the patient and the appropriate Care ATC® personnel.

12. It is the policy of Care ATC® that no retaliatory action will be made against any individual who submits or conveys a complaint of suspected or actual non-compliance of the privacy standards.

13. For further information about his notice you may contact Care ATC® Privacy Officer at 800-993-8244.

EXHIBIT H

Patients have been granted individual rights under the HIPAA Legislation. These include the following:

1. You have the right to inspect and/or request a copy of your protected health information that may be used to make decisions about your care. To inspect and/or request a copy of your protected health information, you must submit your request in writing to the Care ATC® Privacy Officer. If you request a copy of the information, we may charge a fee for the costs of copying (including labor), mailing or other supplies associated with your request. We may deny your request to inspect and/or copy in certain very limited circumstances. If you are denied access to protected health information, you may request that the denial be reviewed.

2. If you feel that protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is maintained by Care ATC®. To request an amendment, your request must be made in writing and submitted to the Care ATC® Privacy Officer. You must provide a reason that supports your request and we may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that was not created by us (unless the person or entity that created the information is no longer available to make the amendment), is not part of the protected health information kept by or for our practice, is not part of the information that you would be permitted to inspect or copy, or is accurate and complete.

3. You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of protected health information about you that were not made for treatment, payment, and/or health care operations. There are certain exceptions to this right. To request this list or accounting of disclosures, you must submit your request in writing to the Care ATC® Privacy Officer. Your request must state a time period, which may not be longer than six (6) years and may not include dates before January 1, 2002. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the lists. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. The accounting must be provided to you no later than 60 days after the receipts of your request, unless we utilize a 30-day extension period.

4. You have the right to request a restriction or limitation on the protected health information we use or disclose about you for treatment, payment or health care operations, as well as the protected health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make you request in writing to the Care ATC® Privacy Officer. In your request you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosure to your spouse. Either you or we may terminate the restriction upon notification of the other.

5. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Care ATC® Privacy Officer. We will not ask you the reason for your request. We will accommodate all requests we deem reasonable. Your request must specify how or where you wish to be contacted.

6. You have the right to a paper copy of the current Notice of Privacy Practices. You may ask us to give you a copy of this notice at any time.

7. You will be asked to sign an acknowledgement of receipt of this Notice of Privacy Practices. If you have any questions regarding this Notice of Privacy Practices, please do not hesitate to contact the Care ATC® Privacy Officer for more information or clarification.

Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the 19th day of May, **2014** by and between **CareATC, Inc. an Oklahoma company** ("CATC") and **the City of Cocoa, a Florida municipal corporation,** ("City"). Together CATC and the City may be referred to as "**the Parties.**"

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City's health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS, the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City's Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

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

1. Definitions:

a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.

b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.

c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

(1.) All design and construction work required to construct the Employee Health Center upon the premises,
(2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and
(3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.

d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.

e. **Participants:** Those individuals deemed eligible to participate in the **City's** Medical Benefits Plan.

f. **Plan:** The City's group health insurance and benefits plan.

g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.

h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services**."

(i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(iii) Primary medical care to include, but not limited to:

(1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.

(2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.

(3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.

(iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:

(1.) Infections
(2.) Hypertension
(3.) Hyperlipidemia
(4.) Diabetes
(5.) Infectious Disease (including antibiotics)
(6.) Gastro esophageal/reflux disease
(7.) Asthma
(8.) Chronic lung disease

No controlled substances will be stocked.

(v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.

(vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.

d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement, this Agreement shall terminate three years after the Effective Date. The parties may agree to extend the term of this Agreement only by written amendment to this Agreement approved and executed with the same formalities as this Agreement.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

a. CATC shall be solely responsible for actions and/or omissions of any agent or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.

b. CATC shall construct the Employee Health Center in accordance with the specifications listed in Exhibit D and pursuant to a General Lease to be entered into between the Parties for the premises located at 128 Lemon Avenue, Cocoa, Florida 32922.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; provided, however, that the City shall provide CATC with Tenant Improvement Dollars in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease.

c. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.

d. CATC shall purchase the supplies and equipment listed in Exhibit C for the operation of the Employee Health Center. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

e. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.

f. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.

g. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. . CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.

   (i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and (d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but

shall not contain any information linking such data to any identifiable individual patient.

(ii.) Medication usage report from Dispensing Solutions, Inc.

(iii.) Patient satisfaction reports.

h. CATC shall provide Participants who participate in the PHA program with a hard copy of their individual printed Personal Health Assessment report through mail to each Participant's home address, and have electronic individual reports accessible via the CareATC secure Internet Partner portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

i. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

(i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.

(ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.

(iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").

(iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.

(v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

j. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

(i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;

(ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;

(iii) Good standing with his/her profession and state professional association; and

(iv) The absence of any conviction of a felony.

k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

a. The City will provide the premises located at 128 Lemon Street, Cocoa, Florida 32922, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar ($1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease

c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in

order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former-member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.

g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.

h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.

i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.

b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services

at the Employee Health Center. CATC is authorized to provide a temporary replacement during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.

c. The following circumstances shall be grounds for immediate removal:

(i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.

(ii) Failure of Health Professional to qualify for required insurance coverage.

(iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.

(iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit F of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of

any term or condition of this agreement; and/or (b) the services performed or under (or related to) this agreement and/or (c) the negligent and/or willful acts or omissions of the Indemnifying Party. This paragraph shall survive termination of this Agreement.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information and to include electronic PHI that has been furnished (or intended to be

furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

(i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.

(ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.

(iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or the Employee Health Center of the Privacy Practices as outlined in Exhibit G. Exhibit G may be modified from time to time and patients will be provided with the updated requirements.

(iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights as outlined in Exhibit H. Exhibit H may be modified from time to time and patients will be provided with the updated requirements.

(v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

(vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for "de-identified" and aggregated group information provided as part of the Covered Services.

(vii) Notwithstanding the above terms, all Worker's Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.

(viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination

of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices provided in Exhibit G and Patient's Rights per Exhibit H. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

(ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service being provided by CATC hereunder.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

(iii) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of CATC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subjection, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for

enforcing this subsection against CATC. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.

b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.

c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.

e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.

f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.

b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.

c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.

d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.

e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City ; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees. CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement

shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:	If to The City:
CareATC	City of Cocoa
4500 South 129th East Avenue	[65 Stone Street
Suite 191	Cocoa, FL 32922
Tulsa, OK 74134	Attn: John Titkanich, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void

and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action, in furtherance of this Agreement, which is illegal under any applicable federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this

Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

CareATC, Inc.

By: _____

Title: _____

The City of Cocoa, a Florida municipal corporation:

Name: _____

By: Henry U. Parrish III

Title: Mayor

EXHIBIT A

EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION

Type of Employee Health Center:	Near Site
Name:	City of Cocoa
Address:	128 Lemon Street
City, State, Zip:	Cocoa, FL 32922
Hours/Staffing Schedule:	Hours: Monday, Wednesday and Friday: 8:00am to 12:00pm; Tuesday and Thursday: 1:00pm -5:00pm. Staff: One physician and two medical assistants. The hours and/or staffing levels may be adjusted upon mutual agreement between the City and CATC.
Observed Holidays:	The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, Martin Luther King, Jr.'s Birthday, President's Day, Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.

2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars ($2,500) in cost.

3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.

4. Fees Payable by the City:

   a. CATC Administration Fee: $21.00 Per Eligible Employee/Retiree Per Month

      The Monthly Fee shall cover the following:

      CATC Corporate Support
      Chief Medical Officer
      Facilities Management
      Contract Administration
      IT Support
      Materials\Purchasing Team
      Patient Access Call Center
      Reporting-Weekly, Monthly, Quarterly, and Annual
      Quality Management and Credentialing RN
      Employee Health Center Operations Manager
      Accounting
      Chief Operating Officer
      Human Resources
      Implementation Team
      Marketing Team
      Partnership Relations Manager
      Physician & Staffing Recruiter

   b. Payment for Equipment and Supplies: The City agrees to pay CATC for equipment and supplies on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.

   c. Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.

d. Payment for Pharmaceutical Drugs, Laboratory Testing, Licenses and Permits. CATC agrees to purchase the supplies and services, using reasonable efforts to secure bulk price discounts and competitive pricing, and to invoice the City for CATC's actual cost to purchase the supplies and services.

e. Electronic Medical Records (EMR) Expenses:

(i) Monthly maintenance fee (includes technology equipment as outlined in Exhibit E of this Agreement): $250.00

(ii) Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

(iii) Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

(iv) EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

(v) Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

f. Payment for Health Professionals:

(i) Doctor:

1 part-time salaried at a rate not to exceed $125 per hour.

(ii) Licensed Practical Nurse:

1 part-time hourly at a rate not to exceed $21.00 per hour

(iii) Medical Assistant:

2 part-time hourly at a rate not to exceed $18.00 per hour

(iv) The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays. Short Term disability for CATC's Health Professionals will be invoiced to the City separately by CATC as incurred at a rate of $350.00 per week.

(v.) All hourly staff will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

(vi.) If staff is hired prior to the execution date of this Agreement, the City will be responsible for payment of the hourly rate of pay times the number of hours worked for the Health Professionals staffing the Employee Health Center, effective the hire date of such Health Professionals.

(vii) If staff is absent for Paid Time Off (PTO), or in the temporary absence of staff when agreed upon by the Parties, the City will pay the following rates for substitute staffing:

- Physician: $140.00 per hour
- Advanced Registered Nurse: $95.00
- Licensed Practical Nurse: $30.00
- Medical Assistant: $25.00
- Mileage for travel by substitute staff will be invoiced by CATC in accordance with the Business Mileage Rate established by the Internal Revenue Service and will be paid by the City as a passed through cost.

(viii) Pay rates may not exceed the amounts indicated above except upon the prior mutual agreement of the parties, except that pay rates for Health Professionals are subject to an increase, not to exceed 5% of the Health Professional's rate of pay, in or near the month of May each year.

g. The City will reimburse CATC for all pass through costs of conducting Personal Health Assessments (PHA) for each participating adult. This will include staff, lab and travel costs. Current lab fees are $16.25, per Participant, plus $5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

Additional charge of $10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

(i) Travel Costs for annual PHA event: Subject to the City's prior written approval, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.

(ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.

(iii) Whenever possible, CATC shall coordinate team travel for City Personal Health Assessments to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days Personal Health Assessments are provided for each area client.

5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.

6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility

shall lie solely with CATC.

EXHIBIT C

TYPICAL EMPLOYEE HEALTH CENTER EQUIPMENT AND SUPPLIES

Equipment and supplies that are commonly needed to provide Covered Services are described in this Exhibit. Other equipment and supplies may be required by the Health Professional to deliver Covered Services in accordance with the Agreement. The City agrees to pay for such equipment and supplies as invoiced by CATC. The prescription formulary may be modified at any time by the Parties' mutual agreement.

A list of such medications, equipment and supplies that may be provided include, but are not limited to, the following:

Medications/Injectables

ACYCLOVIR 200MG CAP
ACYCLOVIR 400MG TAB
ALBUTEROL .083% SOL
ADACEL TDAP VACCINE
AMLODIPINE 5MG, 10MG
AMOXICILLIN 250MG SUSP, 500MG CAPS, 250MG CHEW
ASPIRIN 81MG CHW TAB
AZITHROMYCIN TABS 250MG
BUPROPION ER 150MG
CARVEDILOL 12.5MG TABS
CEFTRIAXONE 1GM
CEPHALEXIN 500MG CAPS
CIPROFLOXACIN 500MG
CYANOCOBALAMIN 1000MCG
CYCLOBENZAPRINE 10MG
DEBROX DRP
DEXAMETH 4MG/ML
DIPHENHYD 25MG, 50MG
DOXYCYCLINE 100MG
EPINEPHRINE
FEXOFENADINE180MG
FISH OIL 1000MG CAP
FLUTICASONE
FLUOXETINE 20MG CAP
FLUCONAZOLE 150MG
GEMFIBRIZOL 600MG TAB
GLIPIZIDE 5MG TAB, 10MG
HYDROCHLORATRIAZIDE 25MG
IBUPROFEN 800MG TABS
KENALOG 40MG
KETOROLAC 60MG
LEVOTHYROXINE 50MCG, 100MCG, 150MCG
LIDOCAINE 1%
LISINOPRIL 10MG, 20MG, 40MG TAB
LOSARTAN 50MG, 100MG TAB
LOVASTATIN 40MG TAB
MARCAINE .5%
MELOXICAM 7.5MG TAB
METFORMIN 500MG, 1000MG TABS
METRONIDAZOLE 500 MG TABS
MUPIROCIN 2%
NAPROXEN 500MG TABS
NEOMYC/POLY/HC OTIC SOL 10ML
NITROSTAT .4MG TABS
OFLOXACIN .3%
OMEPRAZOLE 20MG CAPS
ONDANSETRON ODT 8 MG
PAROXENTINE 20MG TABS
PREDNISONE 10MG TABS
PROMETHAZINE 25MG
PROPARACAINE EYE DRP .5%
RAMIPRIL 5MG, 10MG CAPS
SERTRALINE 50MG, 100MG
SILVER NITRATE
SILVER SULFADIAZ 1%
SIMVASTATIN 20MG, 40MG TABS
SULFACETAMIDE 10%
SULFAMETH/TRI800/160MG
TRIPLE ANTIOINMENT
VENTOLIN HFA 90MCG

Testing Supplies

Aplisol, Glucose strips, Multi Stix, Occult Blood Test, Pregnancy HCG Tests, Strep A Signfy.

Medical Supplies

Isopropyl alcohol, applicators, bandages, basinemisis, betadine solution, paper cutters, cold packs, cotton balls, gauze, exam gloves, exam gowns, histofreezer, hydrogen peroxide, IV set, laceration tray, lancet, mediwash eye wash, adult mouthpiece, needles, pillow with vinyl cover, prescription pads, probe covers, swabsticks, sanitizer, scalpels, scissors, sharps collectors, sodium chloride, specula kleen, sponge gauze, suture removal tray, syringe, table paper, clear tape, facial tissue, adult tongue blade, embossed towels, vials.

Medical Equipment

Blood pressure unit, exam table with stirrups and storage, paper holder, Snellen eye chart, diagnostic set halogen macro, glucometer elite system, Taylor percussion hammer, unlabeled sundry jars, exam light with floor stand, full range peak flow meter, scale, stethoscope, Thermopro (ear thermometer). Optional occupational medical equipment may include, but not be limited to, spiormetry and/or hearing booth.

Office Furniture and Equipment

CATC recommends two (2) drawer lockable file cabinet, chairs, computer desk, Dymo label writer, lockable storage cabinet, printer, fax, copier, refrigerator, trash cans.

Final selection will be determined on completion and approval of site plan by the City.

Office Supplies

Hole punch, clipboards, copy paper, file folders and labels, file guide (A-Z), highlighters, pens, sanitizing wipes, paper clips, post-it notes, scissors, stapler, staples, staple remover, tape, tape dispenser, and trash bags.

EXHIBIT D

MINIMUM CRITERIA FOR EMPLOYEE HEALTH CENTER FACILITIES

The Employee Health Center facilities must satisfy the following minimum criteria:

1. Exclusive use for the Employee Health Center.

2. Non-smoking.

3. Weapon free except in accordance with applicable law or in the case the patient(s) is required to carry a weapon as part of their job. Weapons will be required to be stored in a locked storage in the exam room during the full time patient is being treated.

4. OSHA and Medical Facilities Standards: Comply with federal regulations.

5. ADA compliant.

6. Soundproofed walls, floors, ceilings, to the extent possible.

7. Solid doors.

8. Privacy windows (or no windows).

9. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Employee Health Center. VCT tiling is recommended.

10. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.

11. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.

12. Access: Such that the Employee Health Center may be locked securely and separately from the main facility.

13. Signage: The City will allow CATC to affix CATC's standard sign by the entry.

14. The following size and design minimum criteria:
    a. Examination/Treatment Rooms: Two (2) per on-duty physician; minimum one hundred twenty (120) square feet each. Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure lockable storage cabinet approved by CATC.
    b. Health Professional Office: one (1); minimum seventy-five (75) square feet.
    c. Reception: minimum eighty (80) square feet.

d. Storage: minimum forty (40) square feet of general storage and supply storage, with shelves.

e. Rest Rooms: one (1), unisex; internal location within the Employee Health Center space.

f. Sufficient parking for Health Professionals and Patients: minimum two (2) spaces that satisfy ADA criteria and that are located within the appropriate distance of the front door.

g. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure lockable cabinetry approved by CATC.

EXHIBIT E

EMPLOYEE HEALTH CENTER MINIMUM TECHNICAL SPECIFICATIONS

1. Communication Requirements

   Wired for high-speed Internet, wire-based telephone, wire-based fax, and other communications. If the City provides PBX, router, or other services, the City will provide all modems, telephone handsets, and other systems that may be needed to use or interface with the communication system. The Employee Health Center's phone, fax, and internet communications must not be susceptible to eavesdropping, access, recording, copying or retrieval by the City or the City's contractors or Affiliates. The communication system must satisfy the following minimum criteria:

   a. Phone

      (i) one (1) main line

      (ii) one (1) second line accessed by rotary hunt

   b. Fax

      (i) one (1) dedicated fax line

   c. Internet

      (i) 5mbps Downstream or better

      (ii) 2mbps Upstream or better

      (iii)Static IP Address

2. PC Requirements

   a. Processor – 2GHZ or better

   b. Ram – 2GB or better

   c. CD-Rom Drive

   d. At Least 4 USB ports

   e. Keyboard and Optical Mouse

   f. 2007 or later Microsoft Office (Word, Excel, PowerPoint)

   g. PDF reading software (Adobe, Foxit, etc.)

   h. Major Antivirus Software

   i. Windows 7 Pro or later Windows Professional based operating system

3. Monitor Requirements

   a. Flat Panel

   b. 17" or larger

4. Printer and Scanner Requirements
    a. Must have dual tray Laser B&W all-in-one printer (scanner, fax, copier) that supports PCL5 or higher, or one single tray all-in-one printer and another regular B&W printer (extra printer/tray is for prescription medication label paper).
    b. Must have a scanner that supports Twain v1.2 Compatible drivers. Recommended Models: Fujitsu fi-6130/z or fi-6230/z, Panasonic KVS10xxx, Xerox document 152.
    c. Dymo 400 label writer printer.
5. Networking and Devices
    a. Business class SPI firewall with IPsec VPN support. Recommended: Sonicwall TZ100.
    b. Employee Health Center must be built out with CAT5e or better network drops in areas where networked devices are necessary.
    c. Optional business class Wireless N access point. Recommended: Ubiquiti Unifi AP Pro.
    d. Employee Health Center network must be segmented from other networks and behind its own firewall in order to comply with HIPAA guidelines.
    e. Please contact Dustin Fry, CareATC Systems Administrator with any questions at 918-779-7450
6. Any hardware, software, and communications/data network or systems requirements not specifically articulated in this Agreement shall be added only upon the prior mutual agreement of both parties.

EXHIBIT F

INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year "tail" following the termination or expiration of this Agreement:

   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.

   b. Automobile, Non-Owned Automobile and Hired Auto Liability - $1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.

   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   d. Professional Liability - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.

   e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), CATC will furnish City with Certificate(s) of Insurance evidencing the coverages set forth above. The policies must be specifically endorsed to grant the City of Cocoa the same notification rights it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance. In addition, CATC shall provide thirty (30) days written notice to City of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Cocoa, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "City of Cocoa, a municipal corporation

of the State of Florida, its officers, employees and agents." The Policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
   b. Automobile, Non-Owned Automobile, and Hired Auto Liability - $1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

   The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00) or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

EXHIBIT G

NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

This Notice describes how information about you may be used and disclosed and how you can gain access to this information. Please review it carefully.

Care ATC® is committed to protecting the confidentiality and security of our records containing information about you. Typically, this record may contain your symptoms, examination and test results, diagnoses, treatment, a plan for your future care or treatment, and/or prescription-filling and billing-related information. Such records are necessary for the healthcare provider to provide you with quality care and to comply with certain legal requirements. This notice applies to all records of your care created or received by Care ATC®.

1. Care ATC® may use and disclose protected health information for treatment, payment and health care operations. Treatment examples include, but are not limited to, requested preschool, life insurance or sports physicals; referral to nursing homes or foster care homes; disease management companies; information obtained by a pharmacist to dispense your prescriptions; home health agencies; and /or referral to other providers for treatment. Payment examples include, but are not limited to, collection agencies and insurance companies for claims including coordination of benefits with other insurers, and for prescription benefits. Health care operations examples include, but are not limited to, internal quality control and assurance, including auditing of clinic and pharmacy records, and government and licensure audits.

2. Care ATC® is permitted or required to use or disclose protected health information without the individual's written authorization in certain circumstances. These examples include, but are not limited to, public health requirements, Food and Drug Administration (FDA), medical examiners, coroners, funeral directors, and/or court orders.

3. Care ATC® provides services through business associates contracts, for which we may disclose protected health information about you so that they may perform the job that we have asked them to do. We require the business associate to appropriately safeguard your protected health information through a Business Associate Agreement with Care ATC®. Examples include utilization review organizations, case managers, software vendors, some insurers, and drug wholesalers.

4. Care ATC® may release protected health information about you for worker's compensation or similar programs.

5. Care ATC® may release health information about you to a correctional institution or a law enforcement official if you are an inmate of a correctional institution or under the custody of a law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

6. Care ATC® may at times contact the patient to provide appointment and pharmacy refill reminders, information regarding treatment alternatives, and/or other health-related benefits and services that may be of interest to the individual patient.

7. Care ATC® may release protected health information about you to a friend or family member to the extent necessary to help with your health care or with payment for your health care. Individuals requesting information on a patient, other than themselves, will be required to provide authorization from the patient in advance in order for Care ATC® to release the information. You may request a form to list specific people who we may speak to regarding your medical or pharmacy information. In addition, we may disclose protected health information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

8. Care ATC® will not make any other use or disclosure of a patient's protected health information without the individual's written authorization. Such authorization may be revoked at any time. Revocation must be in writing.

9. Care ATC® will abide by the terms of this notice or the notice currently in effect at the time of the disclosure.

10. Care ATC® reserves the right to change the terms of this notice and to make the revised or changed notice effective for health information we already have about you as well as any information we receive in the future. Care ATC® will make available a copy of any revisions to the Notice of Privacy Practices.

11. Any person/patient may file a complaint to Care ATC® or to the Department of Health and Human Services, Office of Civil Rights, if they believe their privacy rights have been violated. To file a complaint with Care ATC® please contact the Privacy Officer at the following address: Care ATC® 4500 S. 129th E. Ave., Suite 191 Tulsa, OK 74134. A complaint may also be filed by calling 800-993-8244. All complaints will be addressed and the results will be reported to the patient and the appropriate Care ATC® personnel.

12. It is the policy of Care ATC® that no retaliatory action will be made against any individual who submits or conveys a complaint of suspected or actual non-compliance of the privacy standards.

13. For further information about his notice you may contact Care ATC® Privacy Officer at 800-993-8244.

EXHIBIT H

Patients have been granted individual rights under the HIPAA Legislation. These include the following:

1. You have the right to inspect and/or request a copy of your protected health information that may be used to make decisions about your care. To inspect and/or request a copy of your protected health information, you must submit your request in writing to the Care ATC® Privacy Officer. If you request a copy of the information, we may charge a fee for the costs of copying (including labor), mailing or other supplies associated with your request. We may deny your request to inspect and/or copy in certain very limited circumstances. If you are denied access to protected health information, you may request that the denial be reviewed.

2. If you feel that protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is maintained by Care ATC®. To request an amendment, your request must be made in writing and submitted to the Care ATC® Privacy Officer. You must provide a reason that supports your request and we may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that was not created by us (unless the person or entity that created the information is no longer available to make the amendment), is not part of the protected health information kept by or for our practice, is not part of the information that you would be permitted to inspect or copy, or is accurate and complete.

3. You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of protected health information about you that were not made for treatment, payment, and/or health care operations. There are certain exceptions to this right. To request this list or accounting of disclosures, you must submit your request in writing to the Care ATC® Privacy Officer. Your request must state a time period, which may not be longer than six (6) years and may not include dates before January 1, 2002. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the lists. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. The accounting must be provided to you no later than 60 days after the receipts of your request, unless we utilize a 30-day extension period.

4. You have the right to request a restriction or limitation on the protected health information we use or disclose about you for treatment, payment or health care operations, as well as the protected health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make you request in writing to the Care ATC® Privacy Officer. In your request you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosure to your spouse. Either you or we may terminate the restriction upon notification of the other.

5. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Care ATC® Privacy Officer. We will not ask you the reason for your request. We will accommodate all requests we deem reasonable. Your request must specify how or where you wish to be contacted.

6. You have the right to a paper copy of the current Notice of Privacy Practices. You may ask us to give you a copy of this notice at any time.

7. You will be asked to sign an acknowledgement of receipt of this Notice of Privacy Practices. If you have any questions regarding this Notice of Privacy Practices, please do not hesitate to contact the Care ATC® Privacy Officer for more information or clarification.

Legislation Details (With Text)

File #:	16-152	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	4/13/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Memo Bid Tabulation Sheet C&D Construction - Contract Agmt				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2016
Agenda Date: April 26, 2016
Prepared By: William Troy Howell, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; To Authorize the City Manager to Execute the Contract

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) is in need of increased storage for pumps motors and other equipment. Currently they are stored in an open air storage area where they are subject to dirt, debris, insects, etc. This can lead to increased repair times and premature failure of equipment. This project will enclose two of the current storage bays with garage doors and allow storage in a clean environment.

Bids for the subject offering were opened on March 31, 2016 at 3:00 p.m. Purchasing sent out one hundred twenty-one (121) invitations and notifications to bid and received four (4) responses from twenty (20) plan holders. The apparent low bidder is C&D Construction, Inc., Cocoa, Florida, with a bid of $87,760.

Staff recommends award of Bid # B-16-12-COC, Dyal WTP Maintenance building enclosure, to C&D Construction, Inc., Cocoa, Florida, for the enclosure of the Dyal WTP Maintenance building.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$87,760
Account Number	421-4020-536.46-02
Account Name	Repair & Maintenance - Buildings
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the enclosure of the Dyal WTP Maintenance building; To Authorize the City Manager to Execute the Contract.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Troy Howell, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 3/31/16

Re: **Bid #B-16-12-COC, Dyal WTP Maintenance Building Enclosure**

Bids for the subject offering were opened on March 31, 2016 at 3:00 p.m. Purchasing sent out one hundred twenty-one (121) invitations and notifications to bid and received four (4) responses from twenty (20) plan holders.

THE APPARENT LOW BIDDER IS C & D CONSTRUCTION, INC., COCOA FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, March 31, 2016

BID NUMBER: B-16-12-COC Dyal Maintenance Building Enclosure

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety	Receipt of Addendum
Parkit Construction PO Box 120278 West Melbourne, FL 32912						NO BID														
C & D Construction, Inc PO Box 236577 Cocoa, FL 32923	X	X	X	X	X	$87,767.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
P.W. Hearn, Inc. PO Box 237782 Cocoa, FL 32922	X	X	X	X	X	$114,432.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
The Watauga Company 4275 Capron Road Titusville, FL 32780	X	X	X	X	X	$119,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X

SECTION 00500

BID NO. B-16-12-COC

FORM OF AGREEMENT

This Agreement made and entered into on the 26th day of April, 2016 by and between C & D Construction, Inc., P.O. Box 236577, Cocoa, FL 32923-6577 hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within one (1) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within one hundred thirty-six (136) days and totally complete all work in its entirety within one hundred fifty (150) days of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Eighty Seven Thousand Seven Hundred Sixty Seven Dollars $ 87,767.00
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to materials that it has been paid for and that materials will be used for this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and

supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 87,767.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

ii. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21 TERMINATION Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the even of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY _____

(CONTRACTOR) Curtis Deen, President
C & D Construction, Inc.

ATTEST: _____

Brenda Deen, Secretary

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____

(City Manager)

ATTEST: _____

Legislation Details (With Text)

File #:	16-166	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/15/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	To approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Series 2016 Note Resolution - Fire Assessment Reimbursement Resolution Fire Station Series 2016 Note				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2016
Agenda Date: April 26, 2015
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment

BACKGROUND:

On August 11, 2015, Council received the FY 2016 Non-Ad Valorem Fire Protection Assessment Study Update prepared by Burton & Associates, which Study determined the proposed Fire Protection Assessment for FY 2016 which was subsequently approved by Council on September 8, 2015. The Study's calculations included the City's plan to fund the construction of three new fire stations by a long-term borrowing. On January 13, 2015, the City Council authorized the City to proceed with a Fire Station Location and Facilities Study. Locations have been determined and acquired where necessary and site work is in progress. The Resolutions under consideration are

necessary to proceed with borrowing the funds needed for The Project (acquisition and construction of three new fire station facilities and other equipment for the City's fire protection services which are necessary for the suppression of an protection from fires) and to reimburse the City from those debt proceeds for expenses incurred on the Project within 60 days prior to the date of the Resolution. Staff recommends approval of these Resolutions. Additional resolutions will be presented to Council as needed.

Staff is pursuing a Request For Proposals for bond underwriting services and a recommendation will be presented to Council at a later date.

STRATEGIC PLAN CONNECTION:

This agenda relates to the Strategic Plan as it pertains to public safety. New fire stations will be optimally located to provide the most effective, efficient and responsive services for our community.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

On January 13, 2015, Council approved Architects Design Group Task Order #2015-11 for the Fire Station Location Analysis and Facilities Study. On September 8, 2015, Council approved the Final Assessment Resolution and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2016. On September 8, 2015, Council authorized the City manager to enter into a Sale and Purchase Agreement for a vacant parcel of land on Dixon Boulevard and a vacant parcel of land on State Road 524 for future fire stations. On December 8, 2015, Council approved Task Orders 2016-14 and 2016-15 with Architects Design Group for final design, permitting and construction phase tasks for Fire Stations #1 and #3.

RECOMMENDED MOTION:

To approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment

RESOLUTION NO: 2016 – 45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $8,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY'S FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2016, THE PROCEEDS OF WHICH ARE TO BE USED TO FINANCE THE ACQUISITION AND CONSTRUCTION OF THREE (3) NEW FIRE STATION FACILITIES AND OTHER EQUIPMENT OF THE CITY RELATING TO FIRE PROTECTION AND SUPPRESSION SERVICES; PROVIDING THAT THE SERIES 2016 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS AS PROVIDED HEREIN AND, IF NECESSARY, NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS AND REMEDIES FOR THE OWNER OF THE SERIES 2016 NOTES; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND, PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Note Resolution is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Cocoa, Florida, and the hereinafter defined Assessment Ordinance.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Resolution, unless the context herein otherwise requires. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The following words and phrases shall have the following meanings when used herein:

"Act" means Article VIII, Section 2 of the Constitution of the State, Chapter 166, Florida Statutes, the Charter of the City, the Assessment Ordinance and other applicable provisions of law.

"Ad Valorem Revenues" means all revenues of the City derived from the levy and collection of ad valorem taxes.

"Additional Notes" means additional obligations issued in compliance with the terms, conditions and limitations contained in Section 13 hereof which will have an equal lien on the Pledged Revenues, to the extent herein provided and rank equally in all other respects with the Series 2016 Note and other Additional Notes issued hereunder.

"Annual Debt Service Requirement" means the principal and interest on the Note coming due in the forthcoming Fiscal Year.

"Assessment Ordinance" means Ordinance No. 20-2006 enacted by the City on May 9, 2006 prior to the adoption of the Assessment Resolution.

"Assessment Resolution" means Resolution No. 2015-57 adopted by the City on September 8, 2015.

"Business Day" means any day except Saturday or Sunday or day on which the principal office of the Owner of a Note is closed.

"City" means the City of Cocoa, Florida, a municipal corporation established by the State.

"City Attorney" means the City Attorney or assistant City Attorney of the City, of such other Person as may be duly authorized by the City Council of the City to act on his or her behalf.

"Clerk" means the City Clerk of assistant or deputy City Clerk of the City, or such other Person as may be duly authorized by the City Council of the city to act on his or her behalf.

"Code" means the Internal Revenue Service Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Council" means the City Council of the City of Cocoa, Florida.

"Debt Service Fund" means the Debt Service Funds established herein with respect to the Series 2016 Note.

"Federal Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are not redeemable prior to maturity at the option of the obligor.

"Fire Protection Assessments" means the special assessments, sometimes referred to as non-ad valorem assessments, imposed and collected by the City pursuant to the Assessment Ordinance and any assessment resolution provided for therein.

"Fiscal Year" means the period commencing October 1 of each year and continuing through the following September 30, or such other period as may be prescribed by law as the Fiscal Year for the City.

"General Fund" means the General Fund of the City described and identified in the Comprehensive Annual Financial Report of the City.

"Mayor" means the Mayor of the City or in his or her absence or inability to act, the Deputy Mayor of the City or such other Person as may be duly authorized by the City Council to act on his or her behalf.

"Non-Ad Valorem Revenues" means all legally available revenues of the City other than Ad Valorem Revenues.
"Notes" means collectively the Series 2016 Note and any Additional Notes.

"Note Counsel" means any attorney at law of firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purpose of interest on obligations issued by states and political subdivisions, and duly admitted to practice law in the State.

"Note Resolution" means this Note Resolution, pursuant to which the Series 2016 note is authorized to be issued, including any Supplemental Ordinance.

"Original Purchaser" means the original purchaser of the Series 2016 Note.

"Owner" means the Person in whose name a Series 2016 Note shall be registered on the books of the City kept for that purpose in accordance with provisions on tis Note Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means (i) the Fire Protection Assessments, (ii) any Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein, (iii) any moneys on deposit in the Debt Service Fund and the Project Fund established herein, and (iv) investment earnings on moneys deposited in such funds.

"Project" means the acquisition and construction of three (3) new fire station facilities and other equipment for the City's fire protection services which are necessary for the suppression of and protection from fires, the plans and specifications of which shall be on file with the Clerk, from time-to-time, and subject to amendment by the City Council.

"Project Costs" means all costs authorized to be paid from the Project Fund pursuant to Section 10(D) hereof to the extent permitted under the laws of the State. It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of the City which on the date of this Note Resolution or in the future, shall be permitted to be funded with the proceeds of any Notes pursuant to the laws of the State.

"Project Fund" means the Project Fund established in Section 10 herein.

"Series 2016 Note" means the City's Fire Protection Assessment Revenue Note, Series 2016, authorized by Section 4 hereof.

"State" means the State of Florida.

"Supplemental Note Resolution" means any resolution of the CityCouncil supplementing or amending this Note Resolution.

SECTION 3. FINDINGS

(A) For the benefit of its inhabitants and property owners, and in order to maintain a continual state of preparedness to address fire incidents, the City finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants and in the best interests of the property owners within the jurisdiction of the City to acquire and construct the Project. Issuance of the Series 2016 Note to finance the Project satisfies a paramount public purpose.

(B) The costs associated with the issuance of the Series 2016 Note shall be deemed to include, but are not limited to, legal and financial advisory fees and expenses, and such other fees and expenses as may be necessary or incidental for the financing herein authorized.

(C) Debt service on the Notes will be payable from a pledge of the Fire Protection Assessments and a backup covenant to budget, appropriate, and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Series 2016 Note herein authorized, as the same become due, and to make all deposits required by this Note Resolution.

(D) The City shall never be required to exercise any ad valorem taxing power or use any ad valorem tax revenues to pay such Series 2016 Note, or be entitled to payment of such Series 2016 Note from any funds of the City except from Pledged Revenues as described herein or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Series 2016 Note shall not constitute a lien upon any properties owned or located within the boundaries of the City of upon any property (including the Project) other than the Pledged Revenues.

(E) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the City, in amounts sufficient, taking into account Fire Protection Assessments, to provide for the payment of the principal of and interest on the Series 2016 Note and all other payment obligations hereunder.

SECTION 4. AUTHORIZATION OF PROJECT AND SERIES 2016 NOTE; THIS NOTE RESOLUTION TO CONSTITUTE CONTRACT.

(A) The City does hereby authorize the Project. Subject and pursuant to the provisions of this Note Resolution, an obligation of the City to be known as City of Cocoa, Florida, Fire Protection Assessment Revenue Note, Series 2016 Notes (the "Series 2016 Note") is hereby authorized to be issued under and secured by the Pledged Revenues pursuant to this Note Resolution, in the principal amount of not to exceed $8,000,000 for the purpose providing funds to pay the Project Costs and paying the costs of issuing the Series 2016 Note. The maturity date, interest rate (not to exceed the maximum allowed by law), payment dates and prepayment provisions shall be established by Supplemental Note Resolution. Notwithstanding anything herein to the contrary, the series designation applicable to the Series 2016 Note may be changed to conform to the calendar year of issue.

(B) In consideration of the acceptance of the Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Note Resolution shall be deemed to be and shall constitute a contract between the City and the Owner. The covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the legal Owner of any and all of the Notes, all of which shall be of equal and without preference, priority or distinction of any of the Notes over any other thereof, except as expressly provided therein and herein.

SECTION 5. DESCRIPTION OF NOTES; EXECUTION OF NOTES.

(A) The Notes shall be dated the date of their respective execution and delivery, which shall be a date agreed upon by the City and the Original Purchaser. The Notes constitute obligations of the City and may, if and when authorized by the City pursuant to this Note Resolution and any other Supplemental Note Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Notes of any particular series the City may determine. The Notes shall bear interest at such rate or rates not exceeding the maximum rate permitted by law as provided in the Supplemental Note Resolution, and shall be payable and/or pre-payable in lawful money of the United States of America on such dates all as determined herein or by Supplemental Note Resolution. The Notes may bear interest at fixed of variable rates and may be issued as current interest notes, capital appreciation notes, lease purchase obligations subject to annual appropriation or other legal structures as approved by Supplemental Note Resolution.

(B) The Series 2016 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2016 Note shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and the official seal of the City, and be attested with the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2016 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the City before the Series 2016 Note so signed and sealed has been actually sold and delivered, such Series 2016 Note may nevertheless be sold and delivered as herein provided and may be issued as if the Person who signed or sealed such Series 2016 Note had not ceased to hold such office. The Series 2016 Note may be signed and sealed on behalf of the City by such Person who at the actual time of the execution of such Series 2016 Note shall hold the proper office of the City, although, at the date of such Series 2016 Note, such Person may not have held such office or may not have been authorized. The City may adopt and use for such purposes the facsimile signatures of any such Persons who shall have held such offices at any time after the date of the enactment of this Note Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2016 Note shall be actually sold and delivered.

SECTION 6. REGISTRATION AND EXCHANGE OF NOTES; PERSONS TREATED AS OWNER. The Person in whose name the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall

be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums paid.

SECTION 7. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The City promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided herein and by Supplemental Note Resolution according to the true intent and meaning hereof and thereof. The Notes shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from the Pledged Revenues in accordance with the terms hereof. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Notes, or be entitled to payment of such Notes from any funds of the City except in the manner and to the extent as described herein.

SECTION 8. DEBT SERVICE FUND.

(A) The City hereby covenants that it will establish with a depository in the State, which is eligible under the laws of the State to receive municipal funds, a fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Note, Series 2016 Debt Service Fund" (the "Debt Service Fund").

(B) Upon receipt, the City shall deposit all proceeds of the Fire Protection Assessments, after payment of any collection costs and administration costs associated therewith (whether imposed by the Tax Collector, Property Appraiser, or otherwise), into the Debt Service Fund until such time as moneys sufficient to pay the Annual Debt Service Requirement for the then current Fiscal Year are on deposit therein.

(C) Upon deposit of an amount equal to the Annual Debt Service Requirement in any Fiscal Year, no further deposits shall be made into the Debt Service Fund and the remaining Fire Protection Assessments shall be transferred to the General Fund or other appropriate fund of the City and shall be used for any lawful purpose and shall no longer be considered Pledged Revenues hereunder.

(D) Moneys on deposit in the Debt Service Fund shall be used solely to pay the principal of and interest on the Notes as they become due.

SECTION 9. PLEDGE AND COLLECTION OF PLEDGED REVENUES; BACKUP COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES.

(A) The principal of and interest on the Notes is secured by a lien upon and pledge of the Pledged Revenues.

(B) Equally and ratably, the City does hereby irrevocably pledge and grant a lien on the Pledged Revenues, prior and superior to all other liens and encumbrances on such Pledged Revenues, to the payment of principal of and interest on the Notes in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge

without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(C) The City covenants to do all things necessary on its part to collect the Fire Protection Assessments, and will take all steps, actions and proceedings for the enforcement and collection of such Fire Protection Assessments as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such Fire Protection Assessments, as collected, shall be held in trust to be applied as herein provided. The City will not amend or modify the ordinances and resolutions pursuant to which the Fire Protection Assessments are assessed so as to impair or adversely affect the power and obligation of the City to assess such Pledged Revenues or impair or adversely affect in any manner the pledge of such Pledged Revenues made herein or the rights of the Owner.

(D) The City shall annually and timely adopt an assessment resolution as required and necessary for imposing Fire Protection Assessments for each Fiscal Year in an amount sufficient to satisfy the Annual Debt Service Requirement until the Notes have been paid in full.

(E) To the extent Fire Protection Assessments already on deposit in the Debt Service Fund hereinafter created are insufficient to make all payments due in regard to the Notes, subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund, amounts sufficient to pay principal of and interest on the Notes not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues and other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

(F) Until such moneys are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Notes a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Note Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall

be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Notes nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Note Resolution or the Notes to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such moneys are budgeted, appropriated and deposited as provided herein, neither this Note Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes.

SECTION 10. APPLICATION OF PROCEEDS OF SERIES 2016 NOTE; PROJECT FUND.

(A) At the time of delivery of the Series 2016 Note, proceeds from the sale of the Series 2016 Note shall be used to reimburse and/or pay the Project Costs and associated costs of issuance (including, but not limited to, legal and financial advisory fees and expenses) in accordance with the provisions in this Section.

(B) The City hereby covenants that it will establish with a depository in the State, which is eligible under the laws of the State to receive municipal funds, one fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Note, Series 2016 Project Fund (the "Project Fund").

(C) Proceeds from the sale of the Series 2016 Note herein authorized shall be deposited into the Project Fund and shall be used as described herein. When the acquisition and construction of the Project has been completed and all Project Costs and costs of issuance have been paid in full, all funds remaining in the Project Fund shall be used to prepay the outstanding balance of the Series 2016 Note corresponding to the Project and the Project Fund shall be closed. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes herein stated, and there is hereby created a lien upon such fund in favor of the holders of the Series 2016 Note until the moneys thereof shall have been applied in accordance with this Note Resolution.

(D) Moneys on deposit from time to time in the Project Fund shall be used to pay or reimburse the following Project Costs:

(1) Costs incurred directly or indirectly for or in connection with a Project or a proposed or future Project or acquisition including, but not limited to, those for preliminary planning and studies, architectural, construction management services, legal, financial, engineering and

supervisory services, labor, services, materials, equipment, accounts receivable, acquisitions, land, rights-of-way, improvements and installation;

(2) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a Project;

(3) Costs incurred directly or indirectly seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a Project or costs incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a Project;

(4) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of such Notes;

(5) Capitalized interest funded from Note proceeds, if any, for a reasonable period of time;

(6) Any other incidental and necessary costs including without limitation, any expenses, fees and charges relating to the acquisition, construction or installation of a Project, and the making of extraordinary repairs, renewals and replacements, decommissioning or retirement of any portion of the Project, including the cost of temporary employees of the City retained to carry out duties in connection with the acquisition, construction or erection of a Project and costs related to transition of such Project into ownership by the City;

(7) Costs incurred directly or indirectly in placing any Project in operation in order that completion of such Project may occur;

(8) Any other costs relating to the Project authorized pursuant to a Supplemental Note Resolution of the City and permitted under the laws of the State subject to the prior written approval of Note Counsel; and,

(9) Reimbursements to the City for any of the above items hereinbefore paid by or on behalf of the City, to the extent deemed permissible by Note Counsel.

Notwithstanding anything else in this Note Resolution to the contrary, in the Event of Default, the trustee acting for the Holders of the Note shall to the extent there are no other available funds held hereunder, use the remaining funds of the Project Fund to pay principal and interest on the Notes.

SECTION 11. SPECIAL FUNDS. The funds created and established by this Note Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State. Moneys on deposit to the credit of all funds created

hereunder may be invested pursuant to applicable law and the City's written investment policy; and, shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the fund from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any loss resulting from such investment shall likewise be charged to said fund.

The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Note Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 12. TAX COVENANT. The City covenants to the Owner of the Notes provided for in this Note Resolution that the City will not make any use of the proceeds of the Notes at any time during the term of the Notes which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

SECTION 13. ADDITIONAL NOTES.

The City will not issue any obligations payable from the Fire Protection Assessments or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to the lien of any Note issued pursuant to this Note Resolution upon the Pledged Revenues. Any obligations issued by the City other than in accordance with this Section and payable from the Fire Protection Assessments shall contain an express statement that such obligations are junior and subordinate in all respects to the Notes issued hereunder as to lien on, and source of and security for payment from, the Pledged Revenues.

No Additional Notes may be issued hereunder unless the Mayor shall sign and issue a certificate that shall state and certify that the Fire Protection Assessments for the most recently audited Fiscal Year of the City preceding the issuance of Additional Notes equaled at least one hundred fifty percent (150%) of the maximum Annual Debt Service Requirement for Notes then outstanding and on the Additional Notes proposed to be issued.

Each Supplemental Note Resolution authorizing the issuance of such Additional Notes will recite that all of the covenants herein contained will be fully applicable to such Additional Notes as if originally issued hereunder.

SECTION 14. LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Note Resolution or the Notes is intended or shall be construed to give to any Person other than the City and the Owner any legal or equitable right, remedy or claim under or with respect to this Note Resolution or any covenants, conditions and provisions herein contained; this Note Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

SECTION 15. DEFEASANCE. If, at any time, the City shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any and if applicable, with respect to the Notes herein authorized, then, and in that event, the lien on Pledged Revenues described herein in favor of the Owner of the Notes shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Owner of the Notes in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and a prepayment premium, if any, and interest on the Notes in accordance with their terms, and any other expenses occasioned by escrow arrangements. Nothing herein shall be deemed to require the City to prepay the Notes prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the City in determining whether to exercise any such option for early prepayment.

SECTION 16. AMENDMENT; IMPAIRMENT OF CONTRACT. This Note Resolution shall not be modified or amended in any respect subsequent to the issuance of the Notes except with the written consent of the Owner of the Note. The City covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, adopt any ordinance or resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder; provided, however, notwithstanding anything herein to the contrary, this Section 16 shall not be interpreted to prevent the City from granting a credit against the Fire Protection Assessments imposed in the fiscal year ending September 30, 2016.

SECTION 17. EVENTS OF DEFAULT; REMEDIES OF OWNER.

(A) The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal of or interest on any Note as the same becomes due and payable; (ii) if the City defaults in the performance or observance of any covenant or agreement contained in this Note Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days after written notice to the City by the Owner; or (iii) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as

amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days not dismissed or discharged.

(B) Any Owner of the Note may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the Laws of the State, or granted and contained in this Note Resolution, and may enforce and compel the performance of all duties required by this Note Resolution or by any applicable State or Federal statutes to be performed by the City or by any officer thereof. Nothing herein, however, shall be construed to grant to any Owner of the Note any lien on real property of the City.

SECTION 18. SEVERABILITY. If any provision of this Note Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 19. APPLICABLE PROVISIONS OF LAW. This Note Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 20. MEMBERS OF THE CITY COUNCIL OF THE CITY EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of the Note Resolution or the Notes or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council of the City, past, present or future, either directly or through the City, it being expressly understood (1) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council of the City, under or by reason of the obligations, covenants or agreements contained in this Note Resolution or implied therefrom, and (2) that any and all such personal liability, either at common law or in equity or by constitution or statute, and any and all such rights and claims against, every such member of the City Council of the City, are waived and released as a condition of, and as a consideration for, the execution of this Note Resolution and the issuance of the Notes, on the part of the City.

SECTION 21. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager, the City Attorney, Note Counsel, the Clerk and such other officials, employees and agents of the City as may be designated by the City are each designated as agents of the City in connection with the issuance and delivery of the Series 2016 Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Series 2016 Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Note Resolution.

SECTION 22. SALE OF NOTES. The Notes may be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the requirements of this Note Resolution, as further approved by a Supplemental Note Resolution and other applicable provisions of law.

SECTION 23. VALIDATION. The City Attorney is hereby directed and authorized to institute appropriate proceedings for the validation pursuant to Chapter 75, Florida Statutes, of the Series 2016 Note and any and all matters connected therewith or other proceedings necessary for the City to determine its authority to issue the Series 2016 Note, acquire the Project, including the validity and use of the Pledged Revenues in all respects and a backup covenant to budget and appropriate Non-Ad Valorem Revenues, and the proper officers of the City are hereby authorized to verify on behalf of the City any pleadings in such proceedings.

SECTION 24. ALTERNATIVE METHOD. This Note Resolution shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Note Resolution, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 25. DECLARATION OF INTENT. The City hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for expenditures to be paid by the City in connection with the Project. Pending reimbursement, the City has used and will used funds on deposit in its General Fund to pay Project Costs. It is reasonably expected that the total amount of debt to be incurred by the City with respect to the Project will not exceed $8,000,000. This Note Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Code with respect to the Project.

SECTION 26. REPEALER. All prior resolutions or parts of prior resolutions in conflict with this Note Resolution are hereby repealed to the extent of the conflict.

SECTION 27. EFFECTIVE DATE. This Note Resolution shall take effect immediately upon its adoption by the City Council of the City of Cocoa, Florida.

[Signature Page Follows]

ADOPTED AT A REGULAR COUNCIL MEETING THIS 26th DAY OF April, 2016.

_____
HENRY U. PARRISH, III
Mayor

ATTESTED TO AND FILED IN MY OFFICE THIS 26th DAY OF April 2016.

_____
CARIE SHEALY
City Clerk

APPROVED AS TO FORM:

_____
ANTHONY A. GARGANESE
City Attorney

EXHIBT A

FORM OF NOTE $_____

CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2016

KNOW ALL MEN BY THESE PRESENTS that the City of Cocoa, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of _____, or registered assigns (hereinafter, the "Owner"), the principal sum of $_____, together with interest on the principal balance outstanding at the rate per annum of _____% (as the same may be adjusted as described herein) calculated on the basis of an [actual/360] day year.

Principal of and interest on this Note are payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

Interest shall be payable [semi-annually] to the Owner on each _____ and _____, commencing on _____, _____.

Principal on this Note shall annually amortize on _____ of the following years:

Year	Principal Amortization

As described above, the final installment of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, is due and payable on _____, _____.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day, the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal.

[Insert prepayment provisions]

THIS NOTE SHALLNOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS A "BOND" WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE CONSTITUTION OF FLORIDA, BUT SHALL BE PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS OF THE HEREINAFTER NOTE RESOLUTION. THE HOLDER OF THIS NOTE SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH NOTE, OR BE ENTITLED TO PAYMENT OF SUCH NOTE FROM ANY FUNDS OF THE ISSUER EXCEPT FROM THE PLEDGED REVENUES AS DESCRIBED IN THE NOTE RESOLUTION.

This Note is issued pursuant to Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, the Assessment Ordinance, and Resolution No. _____ enacted by the Issuer on _____, 2016, as may be amended and supplemented from time to time (collectively, the "Note Resolution"), and is subject to all the terms and conditions of the Note Resolution. All terms, conditions and provisions of the Note Resolution, including without limitation, remedies upon the occurrence of an Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by the Pledged Revenues and a backup covenant to budget, appropriate, and deposit Non-Ad Valorem Revenues as provided in the Note Resolution. Terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Note Resolution.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Note Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Cocoa, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, and attested by the manual signature of its City Clerk, and its seal to be impressed hereon, all as of this 26th day of April, 2016.

(SEAL) CITY OF COCOA, FLORIDA

By: _____
Mayor

By: _____
City Clerk

CERTIFICATE OF VALIDATION

This Note was validated by judgment of this Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida rendered on April 26, 2016.

CITY OF COCOA, FLORIDA

By: _____
Its: Mayor

RESOLUTION NO. 2016- 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT FOR EXPENSES TO BE INCURRED WITH RESPECT TO THE ACQUISITION AND CONSTRUCTION OF THREE (3) NEW FIRE STATION FACILITIES AND EQUIPMENT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa, Florida (the "City") expects to incur certain preliminary capital expenses with respect to the acquisition and construction of three new fire station facilities and related equipment (the "Project") for which the City will advance internal funds; and

WHEREAS, the City intends to reimburse itself for all or a portion of such expenses from the proceeds of debt to be incurred by the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION 2. FINDINGS. The WHEREAS clauses stated above are hereby incorporated as part of this Resolution.

SECTION 3. DECLARATION OF OFFICIAL INTENT. The City hereby declares its official intent to reimburse itself from the proceeds of debt to be incurred by the City for expenses incurred with respect to the Project within 60 days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150-2. The debt to be issued to finance the Project is expected not to exceed an aggregate principal amount not to exceed $8,000,000.

SECTION 4. INCIDENTAL ACTION. The Mayor, City Manager, Finance Director and City Clerk, and their designees are hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of April, 2016.

CITY OF COCOA, FLORIDA

_____
Henry U. Parrish IIII
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-142	**Version:** 1	**Name:**	Craft Breweries CBD first reading 4/26
Type:	Ordinance		**Status:**	Public Hearing
File created:	4/11/2016		**In control:**	City Council
On agenda:	4/26/2016		**Final action:**	
Title:	Ordinance No. 06-2016/1st Reading: Amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 06-2016 CBD Craft breweries.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2016
Agenda Date: April 26, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the First reading of Ordinance 06-2016, amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

On March 22, 2016, City Council approved a request by Dirty Oar Beer Company, LLC for a zoning

text amendment that permits as a Special Exception use, in the C-C (Core Commercial) zoning district, the production of craft beer only and for associated bar and lounge areas, provided that these areas do not exceed 50 percent of the total square footage of the operation and would be able to serve beer and wine only (Ordinance No. 03-2016).

There appears to be additional interest in other craft breweries opening in the City. The City is proposing a zoning text amendment (Ordinance No. 06-2016) that permits craft breweries as a Special Exception in the CBD (Central Business District) zoning district. Craft breweries are a growing trend in Florida, as well as across the country, and staff believes Cocoa Village is poised to benefit from the experiences associated with a local craft brewery.

The proposed ordinance would specifically allow for craft breweries with or without a bar and/or lounge area as an accessory use, subject to the following: a) onsite production shall be limited to beer only; b) no alcohol consumption, other than associated with a bar and lounge area, shall be permitted on-site; and c) all materials and supplies related to the brewery operation shall be stored in an enclosed structure. It should be noted that bars and lounges are currently permitted in the CBD zoning district as a Special Exception.

The Board of Adjustment would hold a public hearing for any applications that fall under the proposed ordinance and would potentially receive input from citizens. The Board of Adjustment could impose conditions as it deems appropriate.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its April 13, 2016 meeting.

RECOMMENDED MOTION:

Approve the First reading of Ordinance 06-2016, amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District.

ORDINANCE NO. 06-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO ALLOW CRAFT BREWERIES AS A SPECIAL EXCEPTION USE IN THE CENTRAL BUSINESS DISTRICT ("CBD") ZONING DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City anticipates that craft beer breweries will increase in popularity in the future; and

WHEREAS, the City Council of the City of Cocoa finds that in order to encourage the location of these facilities, the City Code must be amended to provide for additional appropriate zoning categories for craft breweries; and

WHEREAS, the Planning and Zoning Board has reviewed these proposed amendments at a duly noticed public hearing held on April 13, 2016, and said Board has recommended approval of the amendment to the City Code; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cape Canaveral.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Amendment to Appendix A, Zoning.** Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

*** * ***

Article XI. – Schedule of District Regulations

*** * ***

Sec. 13. – District and Intent – CBD, Central Business District.

*** * ***

(C) SPECIAL EXCEPTIONS.

*** * ***

(26) Craft breweries, with or without a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer, only; and
b. No alcohol consumption, other than that associated with a bar and lounge area, shall be permitted on-site; and
c. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

*** * ***

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions**. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code**. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2016.

_____
Henry U. Parrish, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-162	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	4/14/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Consider the appointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2018. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_05_16 Application Greenwood.pdf 04_14_16 Consideration Letter Greenwood.pdf Planning&ZoningRoster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2016
Agenda Date: April 26, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2018.

BACKGROUND:

The Planning & Zoning Board currently has two (2) regular member vacancies and two (2) alternate member vacancies.

Mr. Aleck Greenwood has expressed interest on serving on the Planning & Zoning Board. He meets all qualifications for serving on a City board.

If appointed, Mr. Greenwood would fulfill the seat vacated by Mr. William Terrell, who now serves on the Code Enforcement Board. Mr. Greenwood's term would be through November, 2018.

A current Planning & Zoning Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's board and committee's as vacancies and term expirations occur.

RECOMMENDED MOTION:

Appointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2018.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ALLEN GREENWOOD Application Date: 4-6-16

Street Address, Including Zip Code: Mailing address: PO Box 1077 Cocoa, Fla. 32923

Telephones: Home 321-917-3980 Work: _____ Pager: _____ Cell: 321-917-3985

Place of Business: 440 BREVARD AVE, COCOA FL. 32922

Title/Position Held: OWNER

Date of Birth[1] 6-17-57 Email Address: AGreenwood2@cfl.rr.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board	X	Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	(Yes)	X	No	____
Do you own property or a business in Cocoa?	(Yes)	X	No	____
Are you registered to vote in Brevard County, Florida?	(Yes)	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	(No)	X
If yes, have your civil rights been restored?	Yes	____	No	____
Do you consent to a standard criminal background check?	(Yes)	X	No	____

RECEIVED
APR 05 2016
OFFICE OF THE CITY CLERK

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board — Yes ___ (No) X

Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? — Yes ___ (No) X

Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. — Yes ___ (No) X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

RDA MEMBER FROM FIRST CRA
BOARD AND CREATED TILL 1995
City Council MEMBER TWO TERMS

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

Signature: [signature] Date: 4-6-16

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

April 14, 2016

Aleck Greenwood
P.O. Box 1077
Cocoa, FL 32923

Re: Appointment to the Planning & Zoning Board

Dear Mr. Greenwood,

The City Council will consider your application for appointment to the Planning & Zoning Board at its regular meeting on April 26, 2016.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
William "Billy" Meyers IV	3055 Sunset Lane Cocoa, FL 32922 Bmeyers1976@gmail.com	446-0132 hm 446-0137 wk 446-0132 cell	12/15 appointed (filled unexpired term of D. Lightholder)	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2016
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
VACANCY- ~~William Terrell~~	90 Delannoy Ave. Cocoa, FL 32922-7914	795-2567	did not wish to renew, appt. to code enforcement board 10/12 appointed to *fill term vacated by K. Miller*	2015
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2016
VACANCY- ~~Betty Lee~~	3645 Crossbow Drive Cocoa FL 32926 Betty.j.lee@nasa.gov	544-6080 (cell) 867-3677 (work)	RESIGNED 10/26/15 (NO LONGER ELIGIBLE) 11/14 appointed to regular member (*filled vacancy of David Pryor)* 8/12/14 appt. as alternate member	2017
Todd Anderson	9 S. Palmway Ave. Rockledge, FL 32955-2841	403-7595 (cell)	1/28/14 appointed (to fill vacancy left	2016

			by Stephenson)	
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Councilman Furbish		Updated 11/14	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Joy Lombardi	433-8508		

Legislation Details (With Text)

File #:	16-134	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/31/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Approval of a resolution to adjust the FY 2016 budget by using contingency funds to fund additional Human Resources Coordinator position in Administrative Services. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2016.pdf BAF-AS-HR Coordinator (4-26-16) 16-134.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2016
Agenda Date: April 26, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of a resolution to adjust the FY 2016 budget by using contingency funds to fund additional Human Resources Coordinator position in Administrative Services.

BACKGROUND:

Following the recent City Council Utilities Workshop where staffing levels of the Utilities Department was discussed, it was requested by staff, discussed by City Council and direction provided to hire an additional Human Resources Coordinator.

Human Resources reviewed its current workflow processes, staffing assignments and organizational structure. Currently, one HR Coordinator is responsible for recruitment, but the position also shares other HR functions such as leave of absence coordination, retirement, benefits administration, and HRIS, in addition to many other tasks. Benefit administration requires a significant amount of time monitoring, auditing, and maintaining compliance. The City has many health and insurance benefits as well as retirement plans, and it has proven difficult to monitor and ensure the City is compliant. Moreover, the adoption of the Affordable Care Act has placed an additional burden on City staff with several required monitoring and reporting requirements. The Human Resources Division formerly employed a Benefits Coordinator who ensured services were provided to our employees and benefits were properly administered.

In order to improve internal processes, maintain compliance with state and federal regulations, and

minimize operational inefficiencies, staff, with the approval of this budget amendment, will separate the responsibilities of the HR Coordinators. One HR Coordinator's core focus will primarily be benefits administration. Correspondingly, an additional HR Coordinator will primarily focus on actively recruiting, expeditiously processing candidate applications, and efficiently onboarding selected candidates for hire, as well as monitoring and ensuring employee training requirements are maintained. There is currently a part-time HR Intern position, and based on the Utilities Workshop, staff will reclassify the position to a full-time HR Coordinator position, thus there will be no increase in position control (employee headcount).

While there is no increase in employee headcount, hiring the additional HR Coordinator will require a budget amendment to fully fund the reclassified part-time position to full-time for the remainder of the fiscal year.

STRATEGIC PLAN CONNECTION:

Review talent management strategies, develop compliance resources, and ensure best practices by retaining a qualified workforce of long-tenured employees.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$16,914
Account Number	001-1801-513.12-00
Account Name	Regular Salaries and Wages

Amount Requested	$1,294
Account Number	001-1801-513.21-00
Account Name	FICA

Amount Requested	$1,228
Account Number	001-1801-513.22-00
Account Name	Retirement Contributions

Amount Requested	$4,269
Account Number	001-1801-513.23-00
Account Name	Life / Health Insurance

Amount Requested	$45
Account Number	001-1801-513.24-00
Account Name	Worker's Compensation

Amount Requested	$950
Account Number	001-1801-513.27-00
Account Name	Cafeteria Plan

Source of Funds: __x__ General Fund Contingency #:001-1600-513.39-00

PREVIOUS ACTION:

Council approved, at its March 30, 2016 Utilities Workshop Special Meeting, an additional Human Resources Coordinator position for Administrative Services.

RECOMMENDED MOTION:

Approval of a resolution to adjust the FY 2016 Budget to use contingency funds to fund additional Human Resources Coordinator position.

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 04/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 24,700)	001-1600-513.39-00		Finance/Administrative Contingency	$ 171,468	$ 0	($ 24,700)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 24,700)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,914	001-1801-513.12-00		Regular Salaries and Wages	$ 285,564	$ 0	$ 16,914	$ 148,442
$ 1,294	001-1801-513.21-00		FICA	$ 22,980	$ 0	$ 1,294	$ 13,135
$ 1,228	001-1801-513.22-00		Retirement Contributions	$ 33,145	$ 0	$ 1,228	$ 17,544
$ 4,269	001-1801-513.23-00		Life/Health Insurance	$ 54,800	$ 0	$ 4,269	$ 27,563
$ 45	001-1801-513.24-00		Worker's Compensation	$ 13,200	$ 0	$ 45	$ 376
$ 950	001-1801-513.27-00		Cafeteria Plan	$ 13,200	$ 0	$ 950	$ 6,325
$ 24,700	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Approve adjustment to the FY 2016 budget to use contingency funds to fund additional Human Resources Coordinator position, approved by Council at its March 30, 2016 Utilities Workshop Special Meeting. Agenda #16-134

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:* 2016-38

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/11/16	Gina Maxwell (Digitally signed by Gina Maxwell, DN: dc=org, dc=cocoafl, ou=CH, ou=Gina Maxwell, email=gmaxwell@cocoafl.org, Date: 2016.04.11 10:40:21 -04'00')	4/14/16	Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org, Date: 2016.04.14 14:57:22 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/11/16	Tammy Gemmati (Digitally signed by Tammy Gemmati, DN: ou=Tammy Gemmati, o, ou=Administrative Services Director, email=tgemmati@cocoafl.org, c=US, Date: 2016.04.11 17:00:52 -04'00')	4/14/16	Lora Howell (Digitally signed by Lora Howell, DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org, Date: 2016.04.14 16:14:37 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	16-139	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/7/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Approve a Purchase Order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive. Approve a resolution amending the FY 16 budget using Reserves and other funds to fund this work. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FECR.pdf BAF-PW-3510-(1of 4)FECR RR Crossings (4-12-16) A16-139.pdf BAF-PW-3510-(2of4)FECR RR Crossings (4-12-16) A16-139.pdf BAF-PW-3510-(3of4)FECR RR Crossings (4-12-16) A16-139.pdf BAF-PW-3510-(4of4)FECR RR Crossings (4-12-16) A16-139.pdf FEC Peachtree - Notice of Intent.pdf FEC Poinsett (Rosa L. Jones) - Notice of Intent.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2016
Agenda Date: April 26, 2016
Prepared By: Everett J. Wegerif, Public Works Director
Through:
Requested Action:
Approve a Purchase Order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive. Approve a resolution amending the FY 16 budget using Reserves and other funds to fund this work.

BACKGROUND:

The City of Cocoa has entered agreements with the Florida East Coast Railway, L.L.C. to maintain road crossings of the railroad tracks at three locations in Cocoa. Two of the crossing locations, Peachtree St. and Rosa L. Jones Dr., have deteriorated to the point that total crossing reconstruction is necessary. In accordance with the City's prior agreements, when repairs come due, the city is obligated to pay the total costs for maintenance and reconstruction. The City was notified in September 2015, after the FY 2016 budget adoption, that the work would be scheduled for later in the year. At that time, city staff appealed to the Railroad to see if the work could be scheduled to coincide with the All Aboard Florida upgrades, or otherwise delayed. These crossings were deemed by FEC to require corrective work for safety reasons and could not be delayed. Work on both

crossings will begin in May 2016 and will take less than one week each. Partial funding will come from General Fund Reserves account for this infrequently-occurring work. Approval of a resolution to amend the FY 2016 budget is requested. The estimated costs for the Rosa. L. Jones Dr. crossing replacement is $106, 933.00, and Peachtree St. is $94, 932.00 for a total of $201,865.00. $50,000.00 in funds will come from the Streets infrastructure account - this money was originally allocated for the renovation of the Elk's Club parking lot but that project was cancelled due a contractual failure with the club. $56,403.00 will come out of the Capital Projects Meeting Room project (CP1501) as the meeting room project has been deferred until 2017. The remaining $95,462.00 is requested from the General Fund Reserve account.

STRATEGIC PLAN CONNECTION:

To provide for a safer environment for vehicular and pedestrian traffic at the City's railway crossings.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Budget Transfer
From:

Amount Requested	$56,403.00
Account Number	301-3580-519-62-00
Account Name	Capital Projects - Buildings (CP1501)

To:

Amount Requested	$56,403.00
Account Number	301-3580-581-91-01
Account Name	Transfer to General Fund

Budget Amendment
Revenue:

Amount Requested	$56,403.00
Account number	001-0000-381-91-30
Account number	Transfer From Cap. Project Fund

Expenditure:

Amount Requested	$56,403.00
Account Number	001-3510-541-63-00
Account Name	Infrastructure (PW16RC)

Budget Transfer
From:

Amount Requested	$50,000.00
Account Number	001-3510-541-63-00
Account Name	Infrastructure (PWEL16)

To:

Amount Requested	$50,000.00
Account Number	001-3510-541-63-00
Account Name	Infrastructure (PW16RC)

Budget Amendment
Revenue:

Amount Requested	$95,462.00
Account Number	_001-0000-389-99-50
Account Name	_General Funds Reserve

Expenditure:

Amount Requested	$95,462.00
Account Number	_001-3510-541-63-00
Account Name	Infrastructure (PW16RC)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Purchase Order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive. Approve a resolution amending the FY 16 budget using Reserves and other funds to fund this work.

RESOLUTION NO. 2016-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 26th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW-3510 | DATE PREPARED: 04/14/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 56,403)	301-3580-519.62-00	CP1501	BUILDINGS	$ 8,125,000	$ 7,634,650	$ 7,578,247	$ 7,052,341
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 56,403)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 56,403	301-3580-581.91-01		TRANSFER TO GEN FUND 001	$ 0	$ 0	$ 56,403	$ 56,403
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 56,403	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Florida East Coast Railway (FECR) has scheduled required maintenance for the Peachtree and Rosa L. Jones railroad crossings for May 1, 2016. Since this is an unbudgeted expense Public Works is requesting a portion of the funds for this mandatory maintenance come from the General Fund Reserve account. An agenda (16-139) has been prepared and will go before Council April 26, 2016 requesting the funds, Purchase Order approval and the approval of a budget resolution.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/14/16	Rhonda L. Dingman	4/15/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/14/16	Everett J. Wegerif	4/15/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 11/18/15 - IT

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW-3510 | DATE PREPARED: 04/12/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 56,403	001-0000-381.91-30		CAP PROJECT FUND	$ 0	$ 0	$ 56,403	$ 56,403
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 56,403	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 56,403	001-3510-541.63-00	PW16RC	INFRASTRUCTURE	$ 1,635,000	$ 2,189,018	$ 2,245,421	$ 848,997
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 56,403	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Florida East Coast Railway (FECR) has scheduled required maintenance for the Peachtree and Rosa L. Jones railroad crossings for May 1, 2016. Since this is an unbudgeted expense Public Works is requesting a portion of the funds for this mandatory maintenance come from the General Fund Reserve account. An agenda (16-139) has been prepared and will go before Council April 26, 2016 requesting the funds, Purchase Order approval and the approval of a budget resolution.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/14/16 Rhonda L. Dingman	4/15/16 Lea Taylor	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/4/16 Everett J. Wegerif	4/15/16 Lora Howell	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW-3510 | DATE PREPARED: 04/14/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	001-3510-541.63-00	PWEL16	INFRASTRUCTURE	$ 1,635,000	$ 2,245,421	$ 2,195,421	$ 798,997
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-3510-541.63-00	PW16RC	INFRASTRUCTURE	$ 1,635,000	$ 2,195,421	$ 2,245,421	$ 848,997
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Florida East Coast Railway (FECR) has scheduled required maintenance for the Peachtree and Rosa L. Jones railroad crossings for May 1, 2016. Since this is an unbudgeted expense Public Works is requesting a portion of the funds for this mandatory maintenance come from the General Fund Reserve account. An agenda (16-139) has been prepared and will go before Council April 26, 2016 requesting the funds, Purchase Order approval and the approval of a budget resolution.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/14/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/14/16	Rhonda L. Dingman	4/15/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/4/16	Everett J. Wegerif	4/15/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW-3510 | DATE PREPARED: 04/14/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 95,462	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 6,081,630	$ 58,422	$ 153,884	$ 5,937,734
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 95,462	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 95,462	001-3510-541.63-00	PW16RC	INFRASTRUCTURE	$ 1,635,000	$ 2,245,421	$ 2,340,883	$ 944,459
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 95,462	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Florida East Coast Railway (FECR) has scheduled required maintenance for the Peachtree and Rosa L. Jones railroad crossings for May 1, 2016. Since this is an unbudgeted expense Public Works is requesting a portion of the funds for this mandatory maintenance come from the General Fund Reserve account. An agenda (16-139) has been prepared and will go before Council April 26, 2016 requesting the funds, Purchase Order approval and the approval of a budget resolution.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/14/16 *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/14/16 Rhonda L. Dingman	4/15/16 Lea Taylor	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/14/16 Everett J. Wegerif	4/15/16 Lora Howell	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Rhonda Dingman

From:	Dross, John B. <jdross@xorail.com>
Sent:	Thursday, March 31, 2016 8:20 AM
To:	Everett (Ed) Wegerif
Cc:	Schonder, Leslie; XJA - FEC-PM
Subject:	FEC - 2016 Grade Crossing Maintenance Program - Peachtree Street -Notice of Intent
Attachments:	FEC - Crossing Surface Notification Letter - Peachtree S.pdf; 172+4761 - Peachtree Street - 272096S - Rehab - 100% Recollect.pdf

Dear Mr. Wegerif:

This is in reference to my letter dated September 17, 2015, listing the crossings scheduled for maintenance in the year 2016. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 1, 2016.**

In accordance with the terms of the agreement dated February 1, 1977, the cost of the crossing maintenance is the responsibility of the City. The costs to the City are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the City is responsible shall be billed on an actual cost basis. Additionally, the City will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

Please review the enclosed estimate, and if acceptable, please acknowledge this letter by providing a letter of authorization against which we may bill for this work. In the interim, our Roadmaster, Mr. Jim Knight, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at your convenience.

Thank you,

JOHN DROSS
Project Manager II

Xorail
A Wabtec Company

5011 Gate Parkway
Building 100, Suite 400
Jacksonville, FL 32256
Main: 904.443.0083
Direct: 904.596.1235
Cell: 904.382.2874
Fax: 904.443.0089
Email: jdross@xorail.com
Web: www.xorail.com

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Florida East Coast
RAILWAY, L.L.C.

March 22, 2016

CITY OF COCOA: **GRADE CROSSING MAINTENANCE**
PEACHTREE STREET, MP 172+4761'–FDOT# 272096S
NOTICE OF INTENT TO WORK

Everett J. Wegerif, P.E.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson St. Cocoa, FL 32922

Dear Mr. Wegerif:

This is in reference to my letter dated September 17, 2015, listing the crossings scheduled for maintenance in the year 2016. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 1, 2016**.

In accordance with the terms of the agreement dated February 1, 1977, the cost of the crossing maintenance is the responsibility of the City. The costs to the City are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the City is responsible shall be billed on an actual cost basis. Additionally, the City will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

Please review the enclosed estimate, and if acceptable, please acknowledge this letter by providing a letter of authorization against which we may bill for this work. In the interim, our Roadmaster, Mr. Jim Knight, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at (904) 279-3196.

Sincerely,

Joseph (Leslie) Schonder
Public Projects Engineer

Enclosure

cc: Mr. Jim Knight
Mr. Charles Stone
Mr. Andy Fowler
Mr. Scott Bannwart

FLORIDA EAST COAST RAILWAY		DATE:	July 24, 2015
REHABILITATE EXISTING TYPE T-MODIFIED GRADE CROSSING		DISTRICT:	North
PEACHTREE STREET, COCOA		RESPONSIBLE PARTY:	City of Cocoa
MILEPOST 172+4,761'		AGREEMENT DATE:	February 1, 1977
FDOT# 272096S		CROSSING LENGTH:	24
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE		NUMBER OF TRACKS:	1
COST PER/FT.	$3,955.47	LENGTH OF TRACK PANEL:	124

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	5,250.00	$5,250.00
Maintenance of Traffic	1	LS	6,000.00	6,000.00
Police Protection	3	Days	2,419.20	7,257.60
Construct New Track Panel	124	TF	32.00	3,968.00
Sawcut & Remove Asphalt	30	TF	27.00	810.00
Remove Concrete Panels & Old Track Panel, Install New Track Pan	124	TF	67.00	8,308.00
Install Concrete Crossing Panels	24	TF	45.00	1,080.00
Perform Thermite Welds	8	Each	450.00	3,600.00
Asphalt in Place	36	Tons	150.00	5,400.00
Install Transition Rails	4	Each	450.00	1,800.00
Milling & Striping	1	LS	2,000.00	2,000.00
Disposal	1	LS	2,000.00	2,000.00
Miscellaneous & Contingencies	1	LS	4,347.36	4,347.36
		TOTAL CONTRACT SERVICES		**$51,820.96**

RAILWAY SERVICES:

Material Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M	$21,944.58
Equipment Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment	$9,236.61
Labor Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads	$8,254.10
Lodging	$500.00
Miscellaneous & Contingencies	$3,174.92
TOTAL RAILWAY SERVICES.....	**$43,110.21**
TOTAL PROJECT COST.....	**$94,931.17**
TOTAL COST TO BE BORNE BY CITY	**$94,931.17**

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

Rhonda Dingman

From: Dross, John B. <jdross@xorail.com>
Sent: Thursday, March 31, 2016 8:24 AM
To: Everett (Ed) Wegerif
Cc: Schonder, Leslie; XJA - FEC-PM
Subject: FEC - 2016 Grade Crossing Maintenance Program - Poinsett Drive -Notice of Intent
Attachments: FEC - Crossing Surface Notification Letter - Poinsett Dr.pdf; 173+2711 - Poinsett Drive - 272099M - Rehab - 100% Recollect.pdf

Dear Mr. Wegerif:

This is in reference to my letter dated September 17, 2015, listing the crossings scheduled for maintenance in the year 2016. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 15, 2016.**

In accordance with the terms of the agreement dated February 27, 1968, the cost of the crossing maintenance is the responsibility of the City. The costs to the City are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the City is responsible shall be billed on an actual cost basis. Additionally, the City will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

Please review the enclosed estimate, and if acceptable, please acknowledge this letter by providing a letter of authorization against which we may bill for this work. In the interim, our Roadmaster, Mr. Jim Knight, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at your convenience.

Thank you,

JOHN DROSS
Project Manager II

Xorail
A Wabtec Company

5011 Gate Parkway
Building 100, Suite 400
Jacksonville, FL 32256
Main: 904.443.0083
Direct: 904.596.1235
Cell: 904.382.2874
Fax: 904.443.0089
Email: jdross@xorail.com
Web: www.xorail.com

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Florida East Coast
RAILWAY, L.L.C.

March 22, 2016

CITY OF COCOA: **GRADE CROSSING MAINTENANCE**
POINSETT DRIVE, MP 173+2711'–FDOT# 272099M
NOTICE OF INTENT TO WORK

Everett J. Wegerif, P.E.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson St. Cocoa, FL 32922

Dear Mr. Wegerif:

This is in reference to my letter dated September 17, 2015, listing the crossings scheduled for maintenance in the year 2016. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 15, 2016**.

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Sincerely,

Joseph L Schonder

Joseph (Leslie) Schonder
Public Projects Engineer

Enclosure

cc: Mr. Jim Knight
Mr. Charles Stone
Mr. Andy Fowler
Mr. Scott Bannwart

FLORIDA EAST COAST RAILWAY		DATE:	July 24, 2015
REHABILITATE EXISTING TYPE T-MODIFIED GRADE CROSSING		DISTRICT:	North
POINTSETT DRIVE, COCOA		RESPONSIBLE PARTY:	City of Cocoa
MILEPOST 173+2,711'		AGREEMENT DATE:	February 27, 1968
FDOT# 272099M		CROSSING LENGTH:	44
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE		NUMBER OF TRACKS:	1
COST PER/FT.	$2,430.29	LENGTH OF TRACK PANEL:	144

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	5,250.00	$5,250.00
Maintenance of Traffic	1	LS	6,000.00	6,000.00
Police Protection	3	Days	2,419.20	7,257.60
Construct New Track Panel	144	TF	32.00	4,608.00
Sawcut & Remove Asphalt	50	TF	27.00	1,350.00
Remove Concrete Panels & Old Track Panel, Install New Track Pan	144	TF	67.00	9,648.00
Install Concrete Crossing Panels	44	TF	45.00	1,980.00
Perform Thermite Welds	8	Each	450.00	3,600.00
Asphalt in Place	60	Tons	150.00	9,000.00
Install Transition Rails	4	Each	450.00	1,800.00
Milling & Striping	1	LS	2,000.00	2,000.00
Disposal	1	LS	2,000.00	2,000.00
Miscellaneous & Contingencies	1	LS	5,049.36	5,049.36
		TOTAL CONTRACT SERVICES		**$59,542.96**

RAILWAY SERVICES:

Material Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M	$25,835.06
Equipment Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment	$9,236.61
Labor Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads	$8,254.10
Lodging	$500.00
Miscellaneous & Contingencies	$3,563.97
TOTAL RAILWAY SERVICES.....	**$47,389.74**
TOTAL PROJECT COST.....	**$106,932.70**
TOTAL COST TO BE BORNE BY CITY	**$106,932.70**

Legislation Details (With Text)

File #:	16-141	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	To Approve a budget resolution and budget transfers using contingency for radio antenna array work on the City's elevated water tank utilizing the Brevard County BOCC-Contract Ci 11-151 and for the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	725-500-12-1--Complete Contract.pdf 06913a.pdf 06913c.pdf 06913m.pdf coc utilities qte1600787 water tower radio project 33116.pdf cocoa fleet qte1600628 rev a new radios 32416.pdf Price Comparisions 32516.pdf Radio COST Analysis- 4.1.16.pdf Radio COST Analysis- 4.11.16w_account#.pdf BC MASTER CONTRACT.pdf Budget Resolution FY 2016.pdf BAF-PW-3540 (Pg1of 2) Radio Project (4-26-16) 16-141.pdf BAF-PW-3540 (Pg2of 2) Radio Project (4-26-16) 16-14.pdf BAF-UT-(Pg1of 2) Antenna Radios (4-26-16) 16-141.pdf BAF-UT-(Pg2of 2) Antenna Radios (4-26-16) 16-141.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2016
Agenda Date: April 26, 2016
Prepared By: Tony Jones, Fleet Manager
Through: John (Jack) Walsh P.E. Utilities Director
Requested Action:
To Approve budget resolutions and budget transfers using contingency for radio antenna array work on the City elevated water tank utilizing the Brevard County BOCC-Contract Ci 11-151 and for the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1

BACKGROUND:

The City of Cocoa owns and operates two VHF/UHF two-way radio systems located at the elevated water tank, 322 Peachtree St Cocoa. The system was the primary field communication for all General and Utility Departments/Divisions excluding Public Safety through the year 2000. One radio repeater system handled the Utilities Departments and the other handled the General Fund Departments. Each radio carried the other's radio frequency as a second channel. This was done as a redundant backup. The system was moved to a secondary field communication role in early 2000 with the addition of cellular communication for all departments. Both systems continued as a secondary field communication system until the Hurricane season of 2004. The City's radio system was used as the primary source of field communication due to cellular outages throughout Brevard and surrounding counties.

In 2008 new FCC regulation were established that required city radio frequencies be narrow banded by 2013. The older radio repeaters could not be narrow banded and City staff found it necessary to keep a secondary communication system in operation for day to day field communication and for natural and manmade disasters. In 2012 both radio repeaters system were upgraded with new narrow band radio systems.

In 2015 the main antenna arrays and coax cables had to be removed from the elevated water tank to conduct the tank restoration and painting. Before the work began one of the VHF/UHF radios systems was moved to Water Field Operation Building's 75ft radio tower. That radio system served as a communication system for all departments within the city. The second radio system was powered down and taken offline.

After the radio was moved to the 75ft tower, several issues were discovered. A large amount of reception and transmission range was lost by moving the radio system to the 75ft tower. The systems normally operate at a 200ft receiving and transmitting height on top of the elevated tank. The added height gave the radio repeater systems greater reception and transmission range. The range of the system at WFO building was limited to the city limits. While this would work for Public Works, Community Services and Public Safety, the system would not serve the Utilities Department as they operate regionally and cover a large area of Brevard County.
A radio assessment was conducted which covered the main radio repeater system locations, vehicles and portable radios for all departments city wide. During that process, staff found most of the vehicle radios were more than 5 years old. Some were removed from vehicles in 2012 because they could not be narrow-banded. The majority of the handhelds were 5 - 10 years old and the manufacturers did not support battery replacements and/or they could not be narrow banded. The assessment also showed the need for additional base stations at the EOC, Field Services, Sellers and WFO. Public Works, Fleet and the Dyal Plant had base stations already in place.

With the elevated tank nearing competition, staff is requesting budget transfer of $80,102 from Utilities Contingency and $21,325.66 from General Fund 1600 to install new antennas with primary and backup coax cabling on the elevated tank for the Utilities radio repeater system and the purchase of new vehicle radios, base stations and portable handhelds for Utilities and the General Fund Departments as outlined in the radio cost list. The radio repeater system at the Water Field Operations building will remain in place to service Public Works, Community Service and a Public Safety. The City's new Unified Command Post carries both 800mhz - VHF/UHF Unity radios to relay communication from Public Works and Utilities to Public Safety in the event of a disaster.

STRATEGIC PLAN CONNECTION:

Public Safety: Communications plays a key role for City of Cocoa staff members to provide a coordinated response to a natural or man-made disaster. The establishment of a redundant communication system for all field employees responding to a disaster provides an enhanced level of safety for residents and regional customers.

BUDGETARY IMPACT:

FROM ACCOUNT - 421-4010-536.3900	
	$80,102
TO ACCOUNTS 421	
421-1515-536.5200	$9,233
421-4010-536.5200	$8,621
421-4020-536.5200	$7,338
421-4025-536.5200	$17,121
421-4055-536.5200	$2,796
421-4120-536.5200	$2,594
421-4125-536.5200	$4,193
TOTAL	**$51,896**
WATER TOWER ANTENNA INSTALL	
421-4010-536.6300	**$28,206**

FROM ACCOUNT - 001-1600-513.8301	
$21,329	
TO ACCOUNT	
001-1103-519	$2,074
001-1600-513	$1,030
001-2100-521	$3,009
001-3200-515	$2,811
001-3500-519	$2,971
001-3510-541	$3,494
001-3520-572	$3,494
001-3540-519	$699
001-3560-519	$1747
TOTAL	**$21,329**

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve budget resolutions and budget transfers using Contingency, for radio antenna array work,

on the City elevated water tank, utilizing the Brevard County BOCC-Contract Ci 11-151 and the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1

AMENDMENT 3
STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
STATE TERM CONTRACT NUMBER 725-500-12-1
LAND MOBILE FM OR PM COMMUNICATIONS EQUIPMENT
ASSIGNMENT

This ASSIGNMENT (the "Assignment") of the above-referenced state term contract, ("Contract"), effective the date of full execution is between First Communications, hereinafter "Assignor", having its principal office at 234 Blountstown Highway, Tallahassee, Florida 32304, Mobile Communications of North Florida, LLC dba First Communications, hereinafter "Assignee", having its principal office at 234 Blountstown Highway, Tallahassee, FL 32304, and the State of Florida Department of Management Services hereinafter "Department" having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399 (collectively, the "Parties").

RECITALS

I. Assignor entered into the Contract with the Department;
II. Assignor wishes to assign all of its rights, duties and obligations under the Contract to the Assignee; and
III. Assignor and Assignee guarantee Assignee's complete qualification, under the original solicitation that resulted in the Contract, to have been a bidder and to maintain itself as a contractor thereon.

The Parties agree as follows:

1. The above recitals II-III are true, incorporated by reference as if fully stated herein, and intended by the Assignee and the Assignor to induce the Department to enter into this Assignment.

2. Assignor and Assignee agree to the Assignment of the Contract.

3. Assignee accepts the assignment of all of Assignor's obligations, responsibilities and duties under the Contract and all of Assignor's rights, titles and interest in and to the Contract.

4. The Parties agree that this Assignment of the Contract establishes a new contractual relationship between the Department and Assignee and extinguishes all obligations between Assignor and Department, except as set forth in this Assignment.

5. The Department consents to the Assignment.

6. Assignor acknowledges that Assignor is liable for the obligations of the Assignor created under the Contract prior to the Assignment of the Contract and is secondarily liable for the obligations of the Assignee under section 4.29 of the Contract.

7. The Department does not release Assignor from any claims or remedies it may have against Assignor under the Contract.

8. To the extent any of the terms of this Assignment conflict with the terms of the Contract, the terms of this Assignment shall control. All other terms of the Contract remain in full force and effect.

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

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida
Department of Management Services

By: _____

Name: Erin Rock

Title: Deputy Secretary

Date: 10-27-15

First Communications
(FEIN# 59-3133880)

By: _____

Name: Charles C. Livingston

Title: Pres.

Date: 10-22-15

Mobile Communications of North Florida, LLC dba First Communications
(FEIN#: 46-3325861)

By: _____

Name: John M Blackman

Title: CEO

Date: 10-22-15

Amendment 2
Contract Renewal 1
To State Term Contract 725-500-12-1
Land Mobile FM or PM Communications Equipment

This Amendment ("Amendment") effective, as of June 30, 2014, to the Land Mobile FM or PM Communications Equipment Contract, No. 725-500-12-1 ("Contract") is effective between the State of Florida, Department of Management Services ("Department" or "Customer") and ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1.0 CONTRACT RENEWAL

The contract is hereby renewed for two years pursuant to Section 6.0 thereof. The new contract expiration date is June 29, 2016.

2.0 CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force.

3.0 WARRANTY OF AUTHORITY

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

4.0 REPLACEMENT CONTRACT.

A replacement contract may be established for these services prior to the expiration of this renewed contract. The replacement contract shall supersede and cause early termination of this renewed contract number 725-500-12-1.

State of Florida, **Department of Management Services**	**Contractor**
By: _____	**By:** _____
Name: Kelley J. Scott	**Name:** _____
Title: Director of State Purchasing and Chief Procurement Officer	**Title:** _____
Date: _____	**Date:** _____

AMENDMENT 1
TO
State Term Contract No.: 725-500-12-1
Land Mobile FM or PM Communications Equipment

This Amendment, effective as of the last date signed below, by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor), amends State Term Contract No. 725-500-12-1 (Contract).

I. REPORTING REQUIREMENTS

Section 5.8, (Contract Reporting Requirements) of ITB No. 09-725-500-A is superseded and entirely replaced with the following:

5.8 Contract Reporting Requirements

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"

- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include:

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item or Service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the product category, according to attached table
Item Subcategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
UNSPSC Code	United Nations Standard Products and Services Code® (Not until separate written request by the Department)
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Description	Description of unit of measure
Volume Quantity	Number of items/services purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products/services

Failure to provide quarterly and annual sales reports, including no sales, within 30 calendar days following the end of each quarter (January, April, July, and October) and/or contract year may result in the contract supplier being found in default and termination of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

II. CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force.

III. WARRANTY OF AUTHORITY

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

State of Florida, **Department of Management Services**	**Contractor Name:**
By:_____	**By:**_____
Name: Kelley J. Scott	**Name:**_____
Director of State Purchasing and **Title: Chief Procurement Officer**	**Title:**_____
Date:_____	**Date:**_____

Approved as to form and legality

By:_____ _____
Office of the General Counsel ***Date***

CONTRACT BETWEEN

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

AND

CONTRACTOR

Contract No.: 725-500-12-1

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Contractor.

Whereas, the Contractor replied to the Division's Invitation to Bid ("ITB"), No.: ITB 09-725-500-A – Land Mobile FM or PM Communications Equipment, and the Department awarded to the Contractor pursuant to the terms and conditions of the ITB;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract No.: 725-500-12-1.

1.0 NAME OF PROJECT

Land Mobile FM or PM Communications Equipment

2.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK

Land Mobile FM or PM Communications Equipment, this state term contract includes the purchase of public-safety grade two-way voice radios (Category 1 or Category 2), and non-public safety two-way voice radios (Category 3), as well as dispatch consoles, RF Control Stations, Vehicular Repeaters, and radio equipment batteries and accessories.

3.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET TERMS & CONDITIONS

The primary penalties for failure to meet the Terms and Conditions include Termination for Convenience, Section 4.22, and Termination for Cause, Section 4.23 of ITB 09-725-500-A.

4.0 EFFECTIVE DATE

This Contract shall begin on July 1, 2011 or on the last date in which it is signed by all parties, whichever is later.

5.0 EXPIRATION DATE

This Contract shall expire June 30, 2014, unless cancelled earlier in accordance with its terms.

6.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew Contract No. 725-500-12-1 for up to Three (3) years pursuant to the provision of PUR 1000 Section 26 and per Section 1.2 of ITB 09-725-500-A.

7.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this Contract.

8.0 PREFERRED PRICE

The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

9.0 EMPLOYMENT VERIFICATION

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this Contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

10.0 CONTRACT DOCUMENTS

The Contractor responded to the Department's ITB No. 09-725-500-A, titled LAND MOBILE FM OR PM COMMUNICATIONS EQUIPMENT. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific items awarded to Contractor, and the maximum rates Contractor may charge Customers, are identified on the attached Price Sheet.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract is effective from the last date signed below until June 30, 2014. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This Contract document, including Price Sheet
- Original Invitation to Bid solicitation document
- Any written Addendums issued during solicitation period
- Contractor's Invitation to Bid submittal documents
- Any purchase order under the Contract

11.0 CONTRACT MANAGEMENT

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

Trey Collins, CPPB, FCCM
Purchasing Analyst
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850) 488-9996 (Voice)
(850) 414-6122 (Fax)
trey.collins@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to the Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

12.0 VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

In executing this Contract, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

13.0 WARRANT OF AUTHORITY

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

State of Florida, **Department of Management Services:**	**Contractor:**
By:_____	**By:**_____
Name:_____	**Name:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____

Approved as to form and legality

By:_____ _____
Office of the General Counsel ***Date***

Invitation to Bid
(ITB)
for
Land Mobile FM or PM Communications Equipment

ITB No. 09-725-500-A

ITB Issue Date: **January 12, 2011**
Responses Due: **March 8, 2011**

Refer ALL Inquiries to:
Trey Collins
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399

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Section 1.0
Introduction

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1.1 Background

The State of Florida, Department of Management Services, Division of State Purchasing provides centralized statewide contracts for commodities and services for use by all state agencies, political sub-divisions (such as municipalities, cities, towns, schools, universities, etc.), and others authorized by Florida Statute to use state contracts. State Purchasing has determined that in order to assist Eligible Users in meeting the Federal Communications Commission (FCC) mandate regarding the migration to narrowband or narrowband-equivalent technology, (the first requirements begin on January 1, 2011), a new contract for products meeting the specifications outlined within this Invitation to Bid is needed.

The contract resulting from this solicitation, if any, will provide efficiency and economy for state agencies and other eligible users (OEUs) by providing a product/services and price schedule from one or more awarded providers. The resultant contract may be a multiple award; however, the State reserves the right to award the entire contract, to a single Contractor. This ITB and subsequent contract, **does not guarantee** any level of business to the awarded supplier(s).

A non-mandatory vendor pre-bid conference will be held as noted in the Event Timeline in Section 1.5. The State will use this opportunity to address general questions related to the submittal process. Technical questions may be asked during the scheduled meeting; however, any questions related to specifications or requirements of the solicitation must be addressed through the question and answer process as detailed in Section 3.8 in order to receive an official response.

The awarded supplier(s) will receive Direct Orders (DO), Purchase Orders (PO) or purchasing credit card orders (P-Card) directly from the Customer.

This solicitation includes the following Commodity Codes (description is to the right) and components thereof:

- 725-500 Radios, Two-way, Base Station Control
- 725-520 Radios, Two-way, Portable/Persona, Public Safety
- 725-522 Radios, Two-way, Portable, Personal, Utility
- 725-560 Radios, Two-way, Land Mobile Public Safety
- 725-562 Radios, Two-way, Land Mobile Utility
- 725-040 Antennas and Accessories (Radio Only)

1.2 Purpose and Scope

The State of Florida, Department of Management Services, Division of State Purchasing, invites interested Bidders to submit proposals in accordance with these solicitation documents. The purpose of this solicitation is to establish a three-year (36 month) State Term Contract with the option for three (3) one (1) year renewals in accordance with section 287.057 (14)(a.), Florida Statutes

(F.S.), for the purchase of Land Mobile FM or PM Communications Equipment. The contract term is anticipated to begin on or about April 18, 2011.

The intent is to obtain the most cost effective products for the State of Florida, while maximizing the quality and level of service. Qualified companies must have the capability to provide these products in all respects, in accordance with the solicitation documents and to the satisfaction of the Department.

1.3 Product and Service Offerings

Products available under this Contract are set forth in Section 6 of this solicitation. These offerings may be updated during the Contract term to incorporate new Product and Service offerings, price revisions, and to discontinue items no longer offered by Contractor. Offering updates must be submitted and approved as outlined in Sections 5.15 and 5.16 of this solicitation.

1.4 Contact Information

The primary contact for this solicitation is:

Trey Collins
Purchasing Analyst
State Purchasing, Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Office: (850) 488-9996 (850) 414-6122 (facsimile)
Trey.Collins@dms.myflorida.com

1.5 Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted within the Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu).

Event	Time (EDT)	Date
ITB Release		January 12, 2011
Vendor Bid Conference – Non Mandatory 4050 Esplanade Way, Room 101 Tallahassee, FL 32399 Conference Call Information Call number: 1-888-808-6959; Conference Code: 4881086 **SUNCOM Conferencing Service will only accept the first 120 callers*	2:00 PM	January 25, 2011
Deadline for Questions Submitted by email to LandMobileCommEqp@dms.myflorida.com	2:00 PM	February 1, 2011
Answers to Respondents Questions Posted		February 22, 2011
ITB Submission Deadline	2:00 PM	March 8, 2011

Posting of Intent to Award		March 29, 2011
Contract Start Date		On or about April 18, 2011

THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.5, TIMELINE.

It is strongly recommended to submit your solicitation response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

Section 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($35,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any

communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to

the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

Special Instructions to respondents contained in this section may supersede or supplement general instructions to respondents contained in Section 2, (PUR 1001).

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3.1 Additional Definitions

The definitions found in rule 60A-1.001, F.A.C., shall apply to this agreement. The following additional terms are also defined:

a) "**Authorized Dealer**" means an agent/reseller/dealer/subcontractor authorized by the Manufacturer, in writing, to provide products and/or services under the DIRECT SUPERVISION of the Manufacturer. The Contractor/Manufacturer is responsible for all liability, terms and conditions within the contract. If an agent is authorized to conduct business on behalf of the Manufacturer and the agent is to receive compensation from the Manufacturer for its services, then any dispute between the Manufacturer and the agent shall be resolved between the Manufacturer and the agent. The State of Florida is not a party to any agreement entered into between the Manufacturer and its agent(s).

b) **"Department"** means the Florida Department of Management Services. The Department will be a party to the Contract. "State Purchasing," a division within the Department's Support Program, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. State Purchasing may be reached at 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, or via links posted at http://www.myflorida.com/myflorida/business/index.html.

c) **"Eligible Users"** as defined in 60A-1.005, F.A.C., means all governmental agencies, which have a physical presence within the State of Florida and any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

d) "**ITB**" means an Invitation to Bid. In this type of solicitation, in addition to responsible and responsive considerations, price is the primary determining factor for award. Negotiations are **NOT** a part of the solicitation process for this bid type.

e) **"Mandatory" -** The Terms "must", "shall", "will", "is required," identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor MAY result in the rejection of the Respondent's/bidder's proposal.

f) "**Manufacturer**" means the entity that holds the trademark in the identified brand name.

g) "**Manufacturer's Price List**" means the most recent document published by the Manufacturer that details products available, model numbers, options, and prices for each.

h) "**Operating Software**" means those routines, whether or not identified as program products that reside in the equipment and are required for the

equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

i) **"Responsible Bidder" means a** bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

j) **"Responsive Bidder" or "Responsive Proposal"** means an offer or proposal that conforms in all material respects to the requirements set forth in the Request for Proposal. Material respects of a Request for Proposal include, but are not limited to price, quality, quantity, or delivery requirements.

k) "**State**" means the State of Florida and its agencies.

3.2 Order of Events

Respondents will review and become familiar with the Event Timeline and solicitation documents, submit any questions to the Contact in Section 1.4 by email before the date and time specified in the Event Timeline, submit required documents, develop cost savings structures for the products and services proposed, and submit final responses on CD as detailed in Section 3.9.

The Event Timeline gives the date and time (where applicable) for major activities in the solicitation. See Section 1.5 of this solicitation document for the Event Timeline.

3.3 Order of Precedence

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail.

All responses are subject to the terms of the following sections of this ITB, which, in case of conflict, shall have the order of precedence listed:

- Introduction, Section 1
- Technical Specifications, Section 6
- Special Instructions to Respondents, Section 3
- Special Contract Conditions, Section 5
- General Instruction to Respondents (PUR 1001), Section 2
- General Contract Conditions (PUR 1000), Section 4
- Price Sheets, Section 7
- Other Forms, Attachments and Worksheets, Section 7

3.4 Who May Respond

Fully capable manufacturers who meet the Technical Specifications and which possesses the financial capability, experience and personnel resources to provide products and services of the scope and breadth described in this ITB may respond to this solicitation. **PLEASE NOTE: There shall be one and only one bidder per manufacturer.**

Manufacturers may use their distributor network to fulfill the requirements of the Contract. However, in each and every case, the manufacturer, not the distributor, will be held accountable for performance under the Contract and shall be the focal point for all performance issues.

The State Agencies and Eligible Users retain the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

The Department will accept responses from responsive and responsible Respondents that are in good standing with the State of Florida, meet product and services specifications and possess the financial capability, experience, and personnel resources to provide equipment and services of the scope and breadth described within this Invitation to Bid. Respondents must meet all requirements including, but not limited to, the following:

- Respondent must be the primary Manufacturer of Land Mobile FM or PM Communication Equipment.

- Respondents may provide any or all of the following in order to meet the varying needs of the State's Eligible Users in accordance with solicitation requirements outlined in Section 6 of this document:

    - Base Stations/Repeaters (VHF-HB, UHF, 700/800 MHz)
    - Mobiles/Portables (VHF-HB, UHF, 700/800 MHz)
    - Portable Accessories, including batteries, speakers, mikes, chargers, cases, clips, etc.
    - Vehicular Repeaters (VHF-HB, UHF, 700/800 MHz)
    - Control Stations
    - Dispatch Consoles
    - Other (see Section 6 for additional included items)

- Respondents **must** be a registered vendor in the MyFloridaMarketPlace (MFMP) Vendor Registration system to do business with the State of Florida. If you are not already a registered vendor, you may view registration information as well as other pertinent information at: https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1

- Respondents **must** be registered with the Florida Department of State - Division of Corporations. To check your registration or to register with the Division of Corporations, please go to: www.sunbiz.org.

- Only Respondents that are capable of Electronic Invoicing through MyFloridaMarketPlace may respond to this solicitation. See Section 7 to view the MyFloridaMarketPlace Electronic Invoicing Requirements.

- Respondents **must** be current with all MyFloridaMarketPlace (MFMP) transaction fees per Section 287.057(23), Florida Statutes, and 60A-1, Florida Administrative Code (F.A.C.).

3.5 MyFloridaMarketPlace (MFMP) ITB Overview

MyFloridaMarketPlace is the State of Florida's online eProcurement system for buyers and vendors. The system streamlines interactions between vendors and state government entities, is a source for centralized procurement activities, and provides the tools to support world-class procurement for the State of Florida.

3.6 MFMP Sourcing Tool

This solicitation will NOT be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). All documents and addendums for this solicitation will be posted on the Vendor Bid System (VBS) and on State Purchasing's website at: **http://dms.myflorida.com/media/purchasing/state_term_contract_files/itb_09_725_500_a**

3.7 Email Notification

Respondents are reminded that the Vendor Bid System's email notifications are an option provided to respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee, that respondents will receive email notifications concerning any posting, amendment, or close of solicitations (ITBs).

Vendors are responsible to check the Vendor Bid System for information and updates concerning solicitations at:
http://myflorida.com/apps/vbs/vbs_www.main_menu**.**

3.8 Questions and Comments from Respondents

The Department will facilitate a question and answer period in accordance with the Event Timeline in Section 1.5. Questions and comments will not be collected via the Q&A Board within the MFMP Sourcing Tool, but MUST BE SUBMITTED TO THE FOLLOWING EMAIL ADDRESS:
LandMobileCommEqp@dms.myflorida.com

Questions shall be received no later than the time and date reflected on the Event Timeline in Section 1.5. The Department will provide responses to the questions according to the Event Timeline as a solicitation addendum via the Vendor Bid System. All submitted questions will be published exactly as submitted along with the Department's response. Please limit submissions to

one (1) question or comment per submission. Be sure to include your company's name with your submission.

3.9 Response Information

For this solicitation only, responses will NOT be accepted on-line via the MyFloridaMarketPlace Sourcing Tool located at: https://sourcing.myfloridamarketplace.com.
This section negates the electronic response requirement in Section 2.3.

Respondents shall submit their solicitation response on one (1) CD and include one (1) identical copy (a total of two (2) CDs), sent or delivered in a sealed envelope to the Contact listed in Section 1.4. The outer packaging of mailed CDs and documents shall clearly state: Solicitation Title (Land Mobile FM or PM Communication Equipment), Number (ITB No. 09-725-500-A), and the Solicitation Responses Due Date and Time from the Event Timeline in Section 1.5 of the solicitation.

Please Note: Faxed or e-mailed responses will not be accepted, and responses submitted other than via CD as described will be deemed non-responsive.

The CD shall include all appropriate pricing, documents, forms, files, exhibits, and information as detailed in Section 3.9 and Section 7. If no method of submission is indicated for required or requested documents or files, or if instructions to mail a specific document, form, file, or sample are provided, then those specific documents, forms, files, or samples shall be mailed to the attention of the Contact in Section 1.4 of the solicitation.

Each Respondent is responsible for ensuring that its response and all associated documents are submitted by the proper date and time in accordance with the Event Timeline, Section 1.5. Dun and Bradstreet reports must also be delivered to the address noted in Section 1.4. Failure to provide all requested information within the response package by the date and time specified may result in rejection of the response.

The Response Preparation Checklist included within this solicitation does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the submittal.

THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.5, EVENT TIMELINE.

It is strongly recommended that you submit your bid as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your bid.

3.9.1 Price Sheet Responses

Price Sheet Responses will be submitted in the locations and formats provided in the Price Sheets, Section 7.0.1.

All Prices will be in U.S. Dollars, ($USD; e.g., $99,999.99); all Discounts shall be a Percentage off MSRP to the one-hundredth decimal place (%; e.g., 99.99%); all Florida Prices listed shall be the ceiling price for the State of Florida Eligible Users. Respondents are encouraged to provide additional discount levels for volume or aggregate purchases. The Respondent shall include in the Price for each Commodity offered: any profit, administrative charges, environmental fees, handling charges, shipping charges, delivery charges to any point within the State of Florida, warranty charges, and any other charges or fees necessary to deliver the product according to the requirements, specifications, terms, and conditions, exclusive of taxes.

The Respondent may offer only the product(s) available that meet or exceed the solicitation's requirements, specifications, terms, and conditions. Should a Respondent submit a Response containing a product that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, that offer will be disqualified as non-responsive. The Department in its sole discretion shall determine the acceptability of a commodity or contractual service offered.

The Price Sheet will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide a compliant Price Sheet in the solicitation Response may result in rejection of the Response**.

3.9.2 Alternate Responses

Respondent may not submit more than one offer for each listed Communication Equipment product. Additional, optional equipment that supports the primary product must be clearly identified in your response as (a) line item(s), listed directly under the row where the primary product is identified.

3.9.3 Savings/Price Reductions

Respondent shall submit one (1) completed Savings/Price Reductions form (Section 7.0.2) with their Response containing the required savings information for each Commodity offered and a method for the Department to verify the savings information provided. The Savings/Price Reductions form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Savings/Price Reductions form with the Response may result in rejection of the Response.**

3.9.4 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions form (Section 7.0.3) with their response, identifying persons responsible for taking orders for any resultant contract. The Ordering Instructions form

will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Ordering Instructions form with the Response may result in rejection of the Response.**

3.9.5 Sample Contract Page

This document is for informational purposes only. The actual contract document will be sent to vendors upon contract award. See Section 7.1.7 – (Contract) PLEASE NOTE: This document is provided for reference purposes and is not required to be submitted as part of a solicitation response. However, should the department determine to make award, submittal of this document shall be required. Any submitted original(s) will be maintained by the Department of Management Services.

3.9.6 Certification Table

Respondent shall submit one (1) completed and signed Certification Table form (Section 7.0.4) which certifies the Vendor's response to each statement listed. Answers must be indicated by either a "Yes" or "No" response. Responses are not subject to negotiation on this solicitation, and **any "No" response may result in the rejection of the entire proposal**. The Certification Table form must be signed and submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the signed Certification Table form with the Response may result in rejection of the Response.**

3.9.7 Contact Information

Respondent shall submit one (1) completed Contact Information form (Section 7.0.5) with their Response identifying the primary and alternate persons responsible for answering questions about the Response and administering the Contract, if awarded. The Contact Information form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Contact Information form with the Response may result in rejection of the Response.**

3.9.8 Certification of Drug-Free Workplace

Respondent shall submit one (1) completed Certification of Drug-Free Workplace Program form (Section 7.0.6) with their Response certifying that the Respondent's company has implemented a drug free workplace program. The Drug Free Workplace form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Drug Free Workplace form with the Response may result in rejection of the Response.**

3.9.9 State of Florida Vendor Responsibility Questionnaire

Respondent shall submit one (1) completed State of Florida Vendor Responsibility Questionnaire (Section 7.0.7) with their Response answering all questions within the form and notarizing any parts that

require a notarization. The Vendor Responsibility Questionnaire will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the State of Florida Vendor Responsibility questionnaire with the Response may result in rejection of the Response.**

3.9.10 Emergency Situations

Respondent shall submit one (1) completed Emergency Situations form (Section 7.0.8) with their Response identifying persons responsible for answering questions and assisting with order placement during emergency situations. The Emergency Situations form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Emergency Situations form with the Response may result in rejection of the Response.**

3.9.11 Authorized Dealers

Respondents may allow authorized dealers, as defined in Section 3.1, to provide products and services on their behalf by submitting one (1) completed Authorized Dealer form (Section 7.0.9) for each dealer/reseller the Respondent wishes to authorize to sell the Respondent's proposed products, if awarded. Respondents must provide all contact information for authorized dealers/resellers and shall be responsible for the oversight and reporting of all sales on Respondent's contract, if awarded. Dealers receiving orders on behalf of the Contractor are required to register in MyFloridaMarketPlace and with the Division of Corporations. All authorized dealers shall be under the **DIRECT SUPERVISION** of the awarded vendor and shall follow all contract requirements.

Respondents are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. Respondent shall identify any CMBE dealers on the Authorized Dealer Form. If no dealer/resellers are authorized as part of the vendor's proposal, Respondent shall indicate "None" on the form. Authorized Dealers form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the Authorized Dealer form with the Response may result in rejection of the Response.**

3.9.12 References

Respondent shall submit a minimum of three (3) governmental references for Land Mobile FM or PM Communications Equipment sold in the last twenty-four (24) months. References provided should support the Contractor's ability to meet the needs of the Agency and the "Eligible Users" within the State of Florida. References must complete the form set forth in Section 7.0.10. References shall include the following: the name of the agency, university, city, county or school board; contact information; a statement indicating the specific products or services; and where it was purchased. Failure to supply the required documentation may result in disqualification of the proposal.

The State of Florida will contact the references regarding the products/services provided. The References form will be submitted to the Department via CD in accordance with Section 3.9. **Failure to provide the References form with the Response may result in rejection of the Response.**

3.9.13 Manufacturer's Authorization Form

Manufacturer's Authorization form (Section 7.0.11) will be submitted to the Department via CD in accordance with Section 3.9. **Failure to submit a Manufacturer's Authorization form may result in the rejection of the response or the elimination of eligibility for that product.**

3.10 Basis for Award

The Department intends to make multiple awards statewide to the lowest priced responsive and responsible Respondent(s) by the categories within the Technical Specification class. Multiple awards may be made to Respondents within ten percent (10%) of the lowest bidder for a Category.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

Note: Eligible Users utilizing the Contract, if awarded, shall be encouraged to conduct business with the lowest total cost awarded Contractor per Category.

3.11 Estimated Sales

The Department anticipates state agency and other eligible user annual spend to be approximately $5 million. The State believes that the potential for additional sales may actually be higher; however, Respondents are reminded that these figures do not represent any guarantee on the number of orders or continued spend by the agencies or other eligible users. The figures provided here should only be used as a guideline for preparing your response and should not be construed as representing actual commitment figures under the contract.

To assist vendors, eligible users were surveyed to determine anticipated annual spend for the next 1 – 5 years in the following categories. **Please Note: Anticipated purchases do not constitute a guarantee of any purchase, but are provided simply to assist vendors with their response.** Fifty-five entities responded to the survey with the following results.

3,387	**Option 1 Radios**	(Includes MIL – STD- 810D, 810E or 810F Standards)
7,900	**Option 2 Radios**	(does not include MIL Standards)
869	**Option 3 Radios**	(Utility use, Non-Public Safety standards)
459	**Base Stations/Repeaters**	(VHF-HB, UHF, 700/800 MHz)

11,558	**Mobiles/Portable** (VHF-HB, UHF, 700/800 MHz)
18,595	**Portable Accessories**, including batteries, speakers, mikes, chargers, cases, clips, etc.
66	**Vehicular Repeaters** (VHF-HB, UHF, 700/800 MHz)
327	**Control Stations**
124	**Dispatch Consoles**

3.12 Addenda to the ITB Documents

The Department reserves the right to issue addenda to this ITB. Notice of any addenda will be posted within the Vendor Bid System (VBS). Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to this ITB. Each Respondent is responsible for monitoring the site for new or changing information concerning this ITB.

3.13 Initial Determination of Responsiveness

The Department shall review eligible ("responsible and responsive") responses. Responses that do not meet the minimum requirements of this solicitation; or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State that do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected. The Department reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. **This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in Section 2 (PUR 1001) or Section 4 (PUR 1000)**.

Failure to comply with each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this ITB process. The Requirements include but are not limited to the following:

Initial Responsiveness Checklist
1. Did the Respondent submit its reply before the indicated deadline?
2. Did the Respondent submit a detailed pricing structure indicating the minimum percentage discount?
3. Did the Respondent submit a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B)? (See Section 3.14)
4. Has the Respondent met the requirement for having no Conflicts of Interest? (See PUR 1001, Section 2.6)
5. Does the Respondent comply with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Section 2.7)
6. Does the Respondent comply with the requirement for not being placed on the Discriminatory Vendor List per Section 287.134, F.S.? (See Section 2.8)
7. Is the Respondent on the Suspended Vendor List?

8. Does the Respondent have any open Complaints to Vendor? (DMS will determine if open complaints would prevent a vendor from being considered)
9. Did the Respondent submit all forms, reports, or documents identified within the solicitation as required, and submit product and pricing information?
10. Is the Respondent a registered vendor in the MFMP Vendor Registration System?
11. Is the Respondent properly registered with the Department of State, Division of Corporations?
12. Does the Respondent owe any MFMP transaction fees?

3.14 Initial Determination of Responsible Respondents

The Department shall review responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of this Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

Financials (Supplier Qualifier Report):

Each Respondent is required to provide information regarding its "Financial and Industry Standing and Strength" in order to demonstrate that it is financially stable, in good standing with creditors and manufacturers, and has the resources necessary to perform the services outlined in this ITB on a state-wide basis. The State requires each Respondent to provide a Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B), in accordance with the instructions below. The SQR is a standard report that details financial and operational capabilities. This report must be submitted to the Department **prior to the proposal opening date and time**. Each Respondent will be responsible for the cost and timely submission of this report.

The prospective Contractor will request the SQR from D&B at:

https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x

- Enter the ITB number in the text field entitled "Enter your ITB Number" and select "Submit."
- Enter your company's Dun Number. (If you do not know your company's Dun number, you may use the search feature to find it.)
- Confirm Registration
- Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.

Respondents are advised to allow a minimum of ten (10) business days for D&B to process a report request. If the Department does not receive an SQR from D&B prior to the opening date and time of the solicitation but one is submitted as part of a Respondent's Response, the Respondent shall be required to demonstrate that it requested the SQR after the posting date of the ITB and that the SQR was requested for this particular solicitation. Once the process is complete, a copy of the report will be provided to the Department and an identical report will be sent to the Respondent. If the Department does not receive a report or cannot determine on the face of the document that the SQR is that of the proposing entity, then the Department may reject the Respondent's Response. It is the responsibility of the Respondent to ensure the timely submission of a D&B report to the Department prior to the opening date of the proposals.

Note: If your company is not eligible for a Dun and Bradstreet report (privately held), please include financial statements for the last three years, in accordance with Generally Accepted Accounting Principles.

3.15 Electronic Posting of Intent to Award

Offers shall be opened on the date and time indicated on the Event Timeline ("Timeline"), and thereafter evaluated. After the evaluation is completed, the Department shall electronically post a notice of intent to award on the Vendor Bid System on the date indicated on the Timeline. If the award is delayed, in lieu of posting it on the date indicated on the Timeline, the Department shall post a notice of the delay and a revised date for posting the ranking or notice of intent to award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions (PUR 1001) for more information on protests). The Department shall not provide reply rankings or notices of award by telephone.

3.16 State Objectives

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.16.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

3.16.2 Environmental Considerations

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government"; Executive Order 07-127, "Immediate Actions to Reduce Greenhouse Gas Emissions within Florida"; and Executive Order 07-128, "Florida Governor's Action Team on Energy and Climate Change."

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor's plan to support the procurement of products and materials with recycled content. The Prime Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Prime Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Prime Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.

3.16.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Prime Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted (in the Sourcing Tool) using the form in Section 7.07 and as outlined in.

3.16.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.16.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/.

The Prime Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.17 Firm Response

The Department may make an award within one hundred eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred eighty (180), the response shall remain firm until either the Department awards the Contract or the Department receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, at the Buyer's sole discretion, be accepted or rejected.

3.18 Lobbying

The Service Provider or Respondent shall not lobby the legislative, judicial, or executive branches, or any State Agency about any aspect of this Contract during the procurement process (i.e. from the time the Contract is advertised to the execution of the Contract) associated with the Contract. Violation of this restriction may be cause for disqualification from the procurement process. Respondents are advised that the following will be included in the Contract for these services:
In accordance with Section 216.347, Florida Statutes, and as provided herein, the Service Provider or Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

4.0 GENERAL CONTRACT CONDITIONS (PUR 1000) REV. 10/06)

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4.1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation

involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to

the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the

Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees,

partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of

the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five

(5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the

State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida

Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

4.41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

Note: Special Contract Conditions in Section 5 will supersede and supplement General Contract Conditions (PUR 1000) contained in Section 4.

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5.1 Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees should not be charged for using a purchasing card unless the fees are charged for all methods of payment (cash, check, debit cards, vouchers, etc.), and must be approved by the Customer prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the cardholder's account number and expiration date for re-use. Cardholders will provide the Contractor with card account information at each transaction.

5.2 Product Acceptance

"Acceptance and Accepted" means, with respect to each Deliverable, that the resulting services provided by the Contractor have been fully acknowledged in writing by the Eligible User as to meeting the specified requirements established in the Contract or Agreement.

Section 215.422, F.S., states that "Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise."

The Land Mobile FM or PM Communications Equipment contract allows additional time for acceptance of a product or service in order to account for special customizations, product testing, or vendor installations. Any special conditions must be expressed in writing either on the PO (purchase order), DO (Direct Order), or in a SOW (statement of work) that is attached to the PO/DO and the vendor must have agreed to any special acceptance time frames in advance.

5.3 Contract Service Requirements

Requests by State Agencies and Eligible Users for Product Literature, Price Lists, and Specifications must be provided within five (5) working days after receipt of written request, at no charge to the State Agencies or Other Users. However, the Department reserves the right to review and approve all Product Literature, Price Lists, and promotional materials before distribution to State Agencies and Other Users.

Awarded contractor(s) shall have a single point of contact for customer support. This individual may support multiple Users and respond to Users calls and/or emails within twenty-four (24) hours. Customer Support contact information shall be provided on the Ordering Instructions form. The Contractor(s) shall make all Users of the contract aware of its existence at the time of order to ensure that contractual pricing is utilized.

Contractor(s) shall provide toll-free customer service phone support from 7:00 AM (EST) to 6:00 PM (EST) Monday through Friday, except for National and State recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above customer service operating hours.

Contractor(s) shall provide an after-hours contact number for use by Users for emergency orders after standard customer service operating hours.

5.4 Performance Standards

The Contractor must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry. Additional performance standards/requirements may be requested in the Eligible User's P.O./D.O. or S.O.W. If the level of performance is not to industry standard, the Department, in its sole discretion, may consider such failure as a default. Except as expressly stated in this section, there are no warranties, expressed or implied. The Contractor disclaims any implied warranties of merchantability and fitness for a particular purpose.

5.5 Intellectual Property

Unless specifically addressed in the contracts or attachments thereto, intellectual property rights to preexisting property will remain with the vendor. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to all property created or otherwise developed by vendor for the purchasing agency will be owned by the State of Florida through the agency at the end of the purchase order.

5.6 Confidential Information

Each party may have access to confidential information made available by the other. The Parties agree that each party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

5.7 Delivery

Pricing shall include inside delivery, F.O.B. Destination, to the ordering agency within 30 days after receipt of purchase order and shall be subject to the acceptance criteria previously stated in Section 5.2.

5.8 Contract Reporting Requirements

The Contractor shall be responsible to report sales data to the Contract Manager on a quarterly basis using the (State Term Contract) STC Quarterly Report Form in Section 7.1.2 of the ITB. The State of Florida is not a party to the contractual relationship between the Contractor and their resellers therefore; the Contractor is responsible for all reporting (including reseller sales, if any) and must report any and all sales to State Agencies and Eligible Users each quarter.

- The following data must be reported to the Contract Manager on a quarterly contract basis: Report shall include:
  - Contractor Name and FEIN number
  - Contact Information
  - Reporting Period
  - Total dollar value of purchases per quarter as noted on the form.
    - Sales must be broken down by Agency name and Other Eligible User name and must indicate whether the sales were recorded as a P-Card sale or paid by Warrant.
  - Total dollar value of purchases per quarter.
  - Minority Business Spend shall be included in the same report on the tab marked CMBE Spend Report.
- Financial Viability Statement. Contractor shall provide a copy of their Dun and Bradstreet report and shall be responsible to immediately notify the Contract Manager of any changes in the company's financial status that would affect the Contractor's ability to fulfill their contract obligations with the State.

Failure to provide quarterly sales reports, including providing a report when there have been no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) may result in the contract supplier being found in default and may cause termination of the contract.

Submission of the Contract Sales Summaries shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary report by email to the Contract Manager.

5.9 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a Business Review meeting. The business review meeting may involve, but is not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

5.10 Implementation of Contract

In order to streamline the procurement process and provide ease of use for state agency buyers, the Contractor **may** provide its catalog data electronically using the State's eProcurement system through a "punch-out" solution in which the Agency accesses the Contractor's website directly from the system, rather than the system maintaining the Contractor's data. This solution must allow the Agency to reach the Contractor's site, browse for Contracted items only, and return to the system with a list of items ready to be inserted into a requisition. Returned product information

must include, but is not limited to, Contractor name, brand/manufacturer, SKU, product name, brief description (for supplies, include what machine product is for), recycled content flag, approved green product flag, certifying green label / standard, unit of measure, and price. To help determine if a Punch-Out solution is a viable option, a Punch-Out Capability Questionnaire is provided in Section 7.1.6.

If the Contractor does not choose to provide a punch-out catalog, the Contractor may provide a Line-Item catalog or Ordering Instructions. A sample of a Line-Item Catalog is provided for review in Section 7.1.5. All awarded contractors must make their awarded products and prices available on the Contractor's Florida Specific website as required in Section 5.13, Contractor's State Contract Webpage.

The Contractor will have up to sixty (60) days**,** after contract award**,** to establish a State Contract punch-out website or a Line Item Catalog, if applicable. The MyFloridaMarketPlace ("MFMP") third-party Service Provider is responsible for working with Contractor to assist in the implementation of a punch-out solution with the eProcurement System or a Line-Item Catalog in Aravo. To accomplish this conversion, the awarded Contractor shall provide requested information directly to the Service Provider in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, State Agencies, Eligible Users, or Service Provider.

Contractor punch-out solution must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by the Department of Management Service's MFMP third party provider, and the Contractor must work with the third party provider to ensure successful integration of the punch-out solution into the system
- The solution must have the capability to provide only those products awarded under the Contract, and block any non-Contract item(s) from being added to the requisition.
- The punch-out site must provide the Contract Manager, or designee, the ability to audit catalog items and prices and must provide a method to download loaded items and prices into an Excel file format. Audit time and date shall be determined by the Contract Manager and shall occur at random intervals.

(Note: Contractors who currently have e-commerce capabilities should already have the ability to do a punch-out site.) Additional information about Punch-Out catalogs may be found on the DMS website at: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_buyers/myflorida_marketplace_toolkit/mfmp_punchout_catalogs_einvoicing.

5.11 Contractor's State Contract Webpage

The Contract resulting from this solicitation will become a public document. State Purchasing uses its web page to distribute State Term Contract and product information to eligible users and other interested entities.

The Contractor shall, within thirty (30) days after the date of award, develop and maintain a Florida Contract web page on the Internet to post approved Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida's approved green product labels / standards, and product pictures. The Home Page must be compatible with the most recent version of browser software being used by the Department. As of the writing of this solicitation, Internet Explorer 7.0 is the Department's Internet browser standard. The Department intends to upgrade to new browser versions as they become available and fully tested, at its discretion. The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Ordering Instructions page of the solicitation. No costs or expenses associated with providing this information shall be charged to the State.

The State Contract vendor supplied web site must have the following requirements:

- Specify that the web page is for the State of Florida
- Contract Number and Beginning and Ending Contract Dates
- State of Florida approved Contract pricing;
- Detailed item descriptions, item numbers, unit of measure;
- Robust search engine capabilities;
- Authorized Dealers (approved by the Department), if any;
- Additional links or information to access product literature of awarded items;
- Additional links to the vendor's home page, the history of the company, etc.;
- Additional links to access technical product literature of awarded items;
- Servicing dealers with current contact information;
- Offer photos of awarded products (where applicable);
- List of products that meet the State of Florida's approved green product labels / standards;
- When possible, provide indicators of recycled product and minority manufactured products; and;
- Universal Resource Locator (URL) for the Internet Page must be supplied to the Department and approved prior to the implementation of the Contract.

Additional mandates include:

- If unauthorized information is discovered on the State Contract Web Page, the Contractor's link may be immediately disconnected and the Contractor shall be liable for any incorrect or unauthorized purchases.
- Access to the Contractor's State Contract Web Page, or to links or documents on that Web Page, shall not require a password.
- Contractor's State Contract Web Page shall be compatible with the current version of browser software used by State Purchasing.
- Barring unexpected technological interruptions or forces of nature, frequent or consistent web page inaccessibility may be grounds for contract termination.

Contractors should note that the US Federal Trade Commission's Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms. See Environmental marketing claims (16 C.F.R. Part 260) for details. It is the Contractor's responsibility to accurately identify their products that meet the State of Florida's approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punch-out site and on State Contract web page. Failure to accurately represent green products may result in the Contractor's immediate removal from the contract.

5.12 Electronic Invoicing

Notwithstanding any provision of the contract, the contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the State's eProcurement system. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – cXML, EDI 810 or web-based invoice entry within the ASN.

For the purposes of this section, the contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the State's third party eProcurement provider, the right and license to use, reproduce, transmit, distribute and publicly display within the system the information outlined above. In addition, the contractor warrants and represents that it is authorized and empowered to and hereby grants the State, and the third party provider, the right and license to reproduce and display within the system the contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the contractor under the contract. If the contractor is not the manufacturer, it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer.

Additional information regarding e-Invoicing may be found on the DMS website at: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_buyers/myflorida_marketplace_toolkit/mfmp_punchout_catalogs_einvoicing.

5.13 Requests for Quotes

Additional quotes are not required for equipment in Categories 1 and 2; however, quotes are required for Category 3 items. Customers have the option to initiate a request for quotes (RFQ) in Categories 1 and 2. Quotes are an oral or written request for written pricing or service information from a Contractor/Authorized Dealer for products available under the Contract from that Contractor. If Eligible Users utilize a RFQ, they shall create and maintain written records of oral and written requests, as well as records of quotes received. Quotes shall be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place. A Customer shall initiate a sufficient number of requests to obtain a minimum of three quotes, and shall place its purchase order with the Contractor quoting the lowest price, unless the Customer documents in writing that the lowest price quote would not result in best value.

5.14 Price Adjustments

Proposed discounts shall be firm against decrease for the life of the contract. Requests for price increase/decrease may be submitted to the State if there is a documented change in cost. The State reserves the right to accept or reject requests within thirty (30) days after receipt of request. Price increases may be requested by the Contractor by using the STC Change Form in Section 7.1.3 in this solicitation document. Price change requests are subject to the Producer Price Index (PPI) for Industry: "Communications Equipment Manufacturing", as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (Series ID PCU3342). The Contractor may offer price reductions at any time and the State may request a reduction in price any time the PPI shows de-escalation in costs.

The last published non-preliminary Producer Price Index for the month prior to the award/anniversary date of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the New PPI Index.

All requests for price adjustments must be substantiated by manufacturer's certification of cost or other documentation and approved by the State of Florida' Contract Administrator prior to implementation. The maximum net rate percentage increase per twelve (12) month period shall not exceed the PPI allowable amount or 3%, whichever is less.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- Go to BLS website: http://www.bls.gov/ppi/#data
- Click on the PPI Databases link
- Select "Industry Data (one screen)"
- Box 1 - Type "3342" in the "Select an Industry" box and click the adjacent "Find" button.
- Box 2 - Select "3342--3342" for "Communications equipment mfg" in the "Select One or More Products" box
- Box 3 - Click the "Get Data" button. A table similar to the one shown below will be created.

Series Id: PCU3342--3342--
Industry: Communications equipment mfg
Product: Communications equipment mfg
Base Date: 198512

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual

Series Id: PCU3342--3342--
Industry: Communications equipment mfg
Product: Communications equipment mfg
Base Date: 198512

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2000	111.4	110.9	110.7	110.4	110.1	110.1	110.2	110.2	110.3	110.2	110.2	110.2	110.4
2001	110.4	110.4	110.4	108.5	108.6	108.5	108.1	107.6	107.8	107.8	107.7	107.7	108.6
2002	107.5	106.6	106.5	105.7	105.6	105.3	104.3	104.5	104.5	103.6	103.5	102.8	105.0
2003	102.7	101.9	102.8	102.7	102.6	102.1	101.0	101.1	101.4	100.5	100.9	100.9	101.7
2004	100.7	98.6	98.6	98.5	98.6	98.2	97.9	98.3	97.9	97.3	97.9	97.8	98.4
2005	97.5	97.3	97.4	97.5	97.4	97.2	97.1	97.0	96.6	96.6	96.5	96.4	97.0
2006	95.7	96.1	95.9	96.0	96.0	96.1	95.8	96.0	96.1	95.8	95.8	95.3	95.9
2007	95.5	95.7	95.9	95.8	95.8	95.8	95.8	95.8	95.8	95.9	95.8	95.8	95.8
2008	96.2	96.9	96.8	96.9	97.2	97.1	97.3	97.3	97.3	97.2	97.4	97.4	97.1
2009	97.5	97.2	97.2	97.2	97.1	97.1	97.2	97.1	97.2	97.2	97.2	97.2	97.2
2010	97.2	97.1	97.1	96.7(P)	96.6(P)	96.8(P)	97.1(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

Example:
Index at time of request……97.2
Divided by index at time base price was set ……..…….....97.5
Equals (De-Escalation Rate)……..< 0.9969 >

To determine the new discount percent:
New PPI / Old PPI = Price Escalation/De-escalation Rate (rounded to the four decimal points). Then take Old Price Discount % / Price Escalation/De-escalation Rate = New Price Discount % (rounded to two decimal points).

Calculation:
97.2 ÷ 97.5 = .9969 (which equates to a Price De-escalation Rate of 99%)
25% ÷ 99.00% = 25.25% (New Price Discount Percent)
Any increases/decreases approved during the term of the contract shall become effective no later than thirty (30) days after approval of the request.

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the

Contractor that continued performance of the Contract would result in a substantial loss.

5.15 Contract Revisions

Revisions to product offerings or pricing, must be approved by the Department prior to advertisement, implementation, or removal. Requests for revision shall be submitted in writing to the Contract Manager for review and approval. Revision requests must be submitted to the Contract Manager on the STC Change Form in Section 7.1.3.

5.16 New Product Additions

New products within the scope of this solicitation may be considered for addition to the contract. All requests for review shall be made in writing and shall include product literature and pricing (in Excel format with a copy provided on CD). New products may not be marketed as approved products prior to written approval from the Contract Manager. New Product addition requests must be submitted to the Contract Manager using the STC Change Form in Section 7.1.3.

5.17 Purchase Orders

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

5.18 Authorized Dealers

Respondents may allow authorized dealers, as defined in Section 3.4, to provide products and services on their behalf using the Authorized Dealer Form indicated in Section 7.0.9. Respondents are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. Respondent shall identify any CMBE dealers on the Authorized Dealer Form. Each dealer named will be responsible for product delivery and service for any orders received as well as providing assistance to Eligible Users. Dealers receiving orders on behalf of the Contractor are required to register in MyFloridaMarketPlace and with the Division of Corporations. All authorized dealers shall be under the DIRECT SUPERVISION of the awarded vendor and shall follow all contract requirements.

5.19 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes and Chapter 60A, Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

5.20 Environmental Standards

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government"; Executive Order 07-127, "Immediate Actions to Reduce Greenhouse Gas Emissions within Florida"; and Executive Order 07-128, "Florida Governor's Action Team on Energy and Climate Change."

The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of any response the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.

5.20.1 Florida Climate Friendly Products

Contractors are encouraged to propose products that meet the Florida approved green product labels/standards.

Under the leadership of Florida Governor Charlie Crist, the Department of Management Services (DMS) encourages the purchase of environmentally preferable products (EPPs) by Florida governmental entities where possible. Upon award, Contractors will be encouraged to submit a list of their qualifying products for review and posting to the Florida Climate Friendly Products List. The current list can be viewed at the following DMS website link:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/florida_climate_friendly_preferred_products_list

The Florida Climate Friendly Products List includes state contract approved products that have received one or more of the following certifications, labels, and standards:

California Energy Commission (CEC) Appliance Efficiency Regulations
California Environmentally Preferred Products Guide
California State Agency Buy Recycled Program (SABRC)
Electronic Product Environmental Assessment Tool (EPEAT)
Energy Star
EPA Comprehensive Procurement Guidelines (CPG)
EPA SmartWay and SmartWay Elite
EPA WaterSense
Forest Stewardship Council (FSC)
Green Seal
Greenguard
MDBC's Cradle to Cradle Silver Certification (or higher)
Minnesota Green Guardian EPP Guide
NEMA Premium
RoHS
SCS (Scientific Cert. Sys.) / NSF International
Terra Choice / Ecologo
US Federal Energy Management Program (FEMP)
USDA Organic Label

5.20.2 Energy Star Compliant

The Federal Environmental Protection Agency (EPA) encourages the manufacturer of energy efficient computer hardware, and the State supports this initiative. The Department prefers that all Products offered under the Contract be Energy Star compliant and bear the EPA Energy Star Logo.

5.21 Packaging

Tangible Product(s) shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the property of the Eligible User.

5.22 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are descriptive, not restrictive. With the Department's prior approval, the Contractor may offer any Product that meets or exceeds the applicable specifications. The

Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine in its sole discretion whether a Product is acceptable as an equivalent.

5.23 Title to Deliverables

For the purpose of this section, a "Product" is any deliverable furnished under the Contract, including but not limited to (1) components of the hardware environment; (2) printed materials, (3) third party software, (4) programs and programming modifications, customizations, tools, data, modules, and components and (5) any tangible or intangible properties embedded therein. A product is "existing" if it is a tangible or intangible licensed product that exists before Contract work begins (the Contractor shall bear the burden of proving that a product existed before work began). A product is "custom" if it is any product, preliminary or final that is created under the Contract for the Department by the Contractor or its employees, subcontractors, or agents.

5.24 Software License Grant

Where a Product requires or includes software or where software is acquired on a licensed basis, the following terms shall constitute the license grant.

- Scope: Licensee is granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity identified on the Purchase Document. The Product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the Purchase Document (e.g. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, etc.). Licensee shall have the right to use and distribute modifications and customizations of the Product to and for use by anyone otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish licensor's proprietary title or interest. This paragraph grants no license, right, or interest in any trademark, trade name, or service mark.

- Term: The license term shall begin the date the Product is accepted as noted in Section 5.2. Where a license involves licensee's right to copy a previously licensed and accepted master copy, the term shall begin the date the Purchase Document is executed.

- Documentation: Upon request, the Contractor shall deliver to the licensee at the Contractor's expense (1) one master electronic copy and one hard copy of Product documentation or (2) one master electronic copy and hard copies of the Product documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per license; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy shall be in either CD-ROM, DVD format, or other agreeable format and usable without conversion (for example, if a unit has only a CD-ROM drive, software shall be provided on a CD-ROM). The Contractor hereby grants the Eligible

User a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of Product documentation as necessary to enjoy full use of the Product in accordance with the terms of the license.

- Technical Support and Maintenance: Licensee may elect the technical support and maintenance ("Maintenance") set forth in the Contract by giving written notice to the Contractor any time during the Contract term. Maintenance shall include, at a minimum, (1) providing error corrections, patches, updates, revisions, fixes, upgrades, and new releases to licensee, and (2) Help Desk assistance accessible via toll-free or local telephone call or on-line. The Contractor shall maintain the Products so as to provide licensee with the ability to use the Products in accordance with the Product documentation, without significant functional downtime to ongoing operations during the Maintenance term. The Eligible Users shall not be required to purchase Maintenance for use of the Product, and the Department's license shall not be invalidated for refusal to purchase Maintenance. The Maintenance term(s) and any renewals are independent of the Contract term. The Eligible User may discontinue Maintenance at the end of any current Maintenance term upon notice to the Contractor. If the Eligible User does not initially acquire, or discontinues Maintenance, the Eligible User may at any later time reinstate Maintenance without any penalties. The Eligible User may pay a reinstatement fee, if during the time of the lapse, bug fixes, patches or other updates occurred that would be necessary in order to bring the User's product up to the current standard.

- Restricted Use by Third Parties: Outsourcers, facilities management, service bureaus, or other services retained by licensee shall have the right to use the Product to maintain licensee's operations, including data processing, provided that (1) licensee gives notice to the Contractor of such third party, site of intended use of the Product, and means of access, (2) the third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for licensee. Licensee shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the State or the licensee. Any third party with whom a licensee has a relationship for a State function or business activity shall have the temporary right to use Product (e.g. Java applets), provided that such use shall be limited to the period during which the third party is using the Product for the function or activity.

- Archival Backup: Licensee may use and copy the Product and related documentation in connection with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

- Source Code Escrow: If either the Product manufacturer/developer or the Contractor offer source code or source code escrow to any other commercial customer, or if either entity seeks bankruptcy protection, then the Contractor shall either (1) provide licensee with source code for the Product, (2) place the source code in a third-party escrow arrangement with a designated escrow agent, which shall be identified to the Department, and which shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the Department, or (3) certify to the Department that the Product manufacturer/developer has named the State, acting by and through the Department, and the licensee, as named beneficiaries of an established escrow arrangement with its designated escrow agent, which shall be identified to the Department and licensee, and which shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements, shall be updated for each new release of the Product in the same manner as provided above and such updated shall be certified in writing to the Department. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph. The State may release the source code to licensees under the Contract which have licensed Product or obtained services, and which may use the copy of the source code to maintain the Product.

- Confidentiality: The Product is a trade secret, copyrighted and proprietary Product. Licensee and its employees shall not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the Contract. Licensee shall not remove or destroy any of the Contractor's proprietary markings.

- Restricted Use: Except as expressly authorized by the terms of license, licensee shall not copy the Product; cause or permit reverse compilation or reverse assembly of the Product or any portion; or export the Product in violation of any U.S. Department of Commerce export administration regulations.

- Proof of License: The Contractor shall provide to each licensee that issues a Purchase Document either (1) the Product developer's certified license confirmation certificates in the name of the licensee or (2) a written confirmation from the proprietary owner accepting the Product invoice as a proof of license. The Contractor shall submit a sample certificate, or alternative confirmation, which shall be in a form acceptable to the licensee.

- Audit of Licensed Usage: The Contractor may periodically audit, no more than annually and at its expense, use of licensed Product at any site where a copy resides provided that (1) the Contractor gives licensee at least thirty

days written advance notice, (2) the audit is conducted during the licensee's normal business hours, (3) the audit is conducted by an independent auditor chosen by mutual agreement of the licensee and Contractor as follows: the Contractor shall recommend a minimum of three auditing/accounting firms, from which the licensee shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used; directly or indirectly, to conduct audits, (4) the Contractor and licensee shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the licensee was not in compliance, the licensee shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, licensee shall be deemed to have been in compliance retroactively, and licensee shall have no further liability of any kind for the unauthorized use of the Product.

- Bankruptcy: The Contractor is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the licensor files a bankruptcy petition. Licensor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the licensee. Upon request, the licensor shall furnish licensee any intellectual property, as defined in the Code, and any embodiment of that intellectual property held by the licensor. If licensee must hire third parties to perform support, maintenance, or development tasks previously performed by licensor, the licensee may provide intellectual property to such third-parties without violating non-disclosure or exclusivity provisions.

5.25 Warranty

Contractor warrants that all Products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of not less than one (1) year from the date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the Eligible User's location and return of loaner equipment to the Contractor.

5.26 Warranty of No Hardstop/Passive License Monitoring

Unless a State Agency or Eligible User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, the Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an

authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that Eligible User shall not have an adequate remedy at law, including monetary damages, and that Eligible User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

5.27 Preferred Price

The Contractor agrees to submit at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4.4 (b).

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SECTION 6.0
TECHNICAL SPECIFICATIONS

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6.1. SCOPE AND CLASSIFICATION

6.1.1. Scope

6.1.1.1. The purpose of this document is to establish the technical specifications necessary to permit State and local agencies to procure public-safety grade two-way voice radios (Category 1 or Category 2), and non-public safety two-way voice radios (Category 3), as well as dispatch consoles, RF Control Stations, Vehicular Repeaters, and radio equipment batteries and accessories. The radio categories are described in Attachment 1, page 165.

6.1.1.2. These radios are intended to be used for public-safety law enforcement and non-law enforcement agencies land-mobile-radio applications.

6.1.1.3. These radios are analog narrowband (12.5 kHz) channel spacing except 700/800 MHz is at 25 kHz channel spacing, and digital Project 25 (P25) compliant, Phase I (12.5 kHz) radios for all bands. *The analog radios are needed until everyone migrates to a P25 system*.

6.1.2. Classification

6.1.2.1. **Applicable frequency bands**

6.1.2.2. Very High Frequency (VHF) High Band. For the purposes of this specification the VHF High Band is the radio frequency spectrum between 150 and 174 MHz.

6.1.2.3. Ultra-High Frequency (UHF) Band. For the purposes of this specification the UHF Band is the radio frequency spectrum between 450 and 470 MHz.

6.1.2.4. 700/800 MHz Band. For the purposes of this specification the 700/800 Band is the radio frequency spectrum between 753 and 870 MHz.

6.1.2.5. **Types of Equipment**

6.1.2.6. Analog and P25 Compliant Base station/Repeaters Radios- Categories 1, 2 & 3

6.1.2.7. Analog and P25 Compliant Mobile Radios- Categories 1, 2 & 3

6.1.2.8. Analog and P25 Compliant Portable Radios- Categories 1, 2 & 3

6.1.2.9. Analog and P25 Compliant frequency controls stations- Categories 1, 2, & 3

6.1.2.10. P25 Compliant Vehicular Repeater- Categories 1, 2 & 3

6.1.2.11. Analog and Digital Dispatch Console

6.1.2.12. Radio Batteries/Accessories

6.1.3. **Definitions and Acronyms**

6.1.3.1. AC – Alternating Current.

6.1.3.2. ANSI – American National Standards Institute.

6.1.3.3. Cloning - The copying of the radio programming from one radio to another to create identically operating radios.

6.1.3.4. CTCSS – Continuous Tone Controlled Squelch System (See TIA-603-D).

6.1.3.5. CDCSS – Continuous Digital Controlled Squelch System

6.1.3.6. dB – Decibel.

6.1.3.7. DTMF – Dual-Tone Multiple-Frequency.

6.1.3.8. EIA – Electronic Industries Alliance. Formerly the Electronic Industries Association.

6.1.3.9. FM – Frequency Modulation.

6.1.3.10. FM Hum and Noise – The ratio of suppression of frequency modulated hum and noise

6.1.3.11. Hz – Hertz.

6.1.3.12. IEC – International Electrotechnical Commission.

6.1.3.13. LED- Light Emitting Diode.

6.1.3.14. LCD – Liquid Crystal Display.

6.1.3.15. LLRU – Lowest Level Replacement Unit.

6.1.3.16. MHz – Megahertz.

6.1.3.17. PCM – Pulse Code Modulation.

6.1.3.18. PTT – Push-To-Talk.

6.1.3.19. SINAD – Signal to Noise and Distortion Ratio.

6.1.3.20. TIA – Telecommunications Industry Association.

6.1.3.21. UHF – Ultra-High Frequency

6.1.3.22. VHF – Very-High Frequency

6.1.3.23. VSWR – Voltage Standing Wave Ratio

6.2. APPLICABLE REGULATIONS AND STANDARDS

6.2.1. The United States Code of Federal Regulations

6.2.1.1. The vendor, and all equipment supplied by the vendor shall comply with The United States Code of Federal Regulations, Title 47 – Telecommunication, Chapter 1 – Federal Communications Commission Parts 2 and 90.

6.2.2. Telecommunications Industry Association and DMS Standards

6.2.2.1. TIA-603 Revision D, Land Mobile FM or PM – Communications Equipment – Measurement and Performance Standards.

6.2.2.2. All radio products shall conform to the Department of Management Services' (DMS) Technical Specifications as defined in performance characteristics.

6.2.2.3. All radio equipment performance specifications listed below shall be met using TIA-603 Revision D measurement test procedures. The only exceptions shall be environmental specifications that must be met using MIL-STD-810 procedures.

6.2.2.4. The DMS radio performance specifications are presented in table form in Attachment 1 at the end of this document.

6.2.2.5. TIA-102 – Project 25 Series Documents.

6.2.3. United States Military Standards

6.2.3.1. MIL-STD-810, Environmental Engineering Considerations and Laboratory Test methods and standards identified in these technical specifications.

6.2.3.2. Category 1 products, except Base Stations Repeaters and RF Control Stations, require MIL-STD-810 compliance; the vendor shall comply with the current version of MIL-STD-810, Revision G, of October 2008, including Change Notices. If the vendor is unable to comply with Revision G, they may, as an alternative, comply with Revision F, or Revision E, including change Notices.

6.2.3.3. Specific MIL-STD-810 test methods and standards, listed below for each type of equipment (Category 1), shall be used in place of any corresponding specific TIA-603-D environmental standards to ensure

that robust, rugged Public Safety Grade radios and associated equipment are procured.

6.2.3.4. For any TIA-603-D environmental parameter where a MIL-STD-810 test method and standard is not specified below, the TIA-603-D standard shall be applied. For example, base stations are not required to meet any MIL-STD-810 test methods and standards. They will therefore be required to meet all TIA-603-D environmental standards.

6.2.4. Vendor Specification Compliance Verification

6.2.4.1. At any time during the bid review process or the contract period, at the request of State Purchasing, the vendor shall provide a certification letter written on the manufacturer's letterhead stating compliance with one or more technical specifications listed in any of the above referenced regulations and standards or as listed below.

6.2.4.2. At any time during the bid review process or the contract period, at the request of State Purchasing, the vendor shall provide sufficient certified test data to support compliance with one or more technical specifications listed in any of the above referenced regulations and standards or as listed below. The test data shall be submitted under a transmittal letter written on manufacturer's letterhead.

6.2.4.3. At any time during the bid review process or the contract period, the vendor, at the request of State Purchasing, shall submit an evaluation unit, at no cost to State Purchasing, for any of the bid products.

6.3. TECHNICAL REQUIREMENTS

6.3.1. Interpretation

6.3.1.1. If a vendor believes a conflict may exist within these technical specifications or the supporting regulations and standards they may bring it to the attention of State Purchasing, whereupon State Purchasing will determine whether a conflict does exist.

6.3.1.2. If a conflict does exist, State Purchasing is solely responsible for determining the resolution of the conflict.

6.4. Analog Base Station/Repeater Radios

6.4.1. General

6.4.1.1. **Configuration.** Each base station radio shall support conventional and trunked analog 2-way voice communications as a completely integral unit. Plug-in style mobile radios and add-on power supplies are not permitted. Each integral base station unit shall consist of the following major components.

6.4.1.2. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, audio circuits, power cables, and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.4.1.3. **Accessory Connections.** External accessory electrical connectors shall be provided as an integral part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and software programmer. Subject to the approval of State Purchasing some connectors may be ganged to share an interface.

6.4.1.3.1. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks and cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.

6.4.1.3.2. **Chassis Assembly**. Each radio shall be contained within an enclosed chassis assembly that protects the internal circuitry from physical damage and protects a radio maintainer from accidental shock. No exposed terminations such as uncovered terminal blocks or screw lugs shall be permitted. The only exception shall be a chassis ground lug. The chassis assembly shall also provide easy access to internal circuitry for servicing while installed in a rack or cabinet.

6.4.1.3.3. **Cabling and Installation Kit**. Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

6.4.1.3.4. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

6.4.1.3.5. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All base station radio specifications in this document are referenced to +25 degrees Celsius.

6.4.1.3.6. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. An integral transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

6.4.1.4. **Remote Radio Interfacing and Control**

6.4.1.4.1. **Audio Interface.** Each radio shall support both a 2 wire and a 4 wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and 10 dBm. The output audio interface shall provide an adjustable audio level between -20 and 0 dBm when presented with a 600 Ohm load. Both the audio input and output interfaces shall meet or exceed TIA 603-D audio fidelity specifications.

6.4.1.4.2. **Tone Control.** Each radio shall support remote inband-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

6.4.1.4.3. **E&M Signaling.** Each radio shall support remote out-of-band E&M signaling via a 4 wire interface compatible with industry standard PCM channel-banks. The E&M signaling functioning shall include but not be limited to transmitter keying via the E-lead and carrier operated switching via the M-lead to support voter operation.

6.4.1.4.4. **Local Radio Control**. Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be an integral part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume.

6.4.1.4.5. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum.

6.4.1.4.5.1. Power-on condition.

6.4.1.4.5.2. Transmitter energized condition.

6.4.1.4.5.3. Internal alarm condition.

6.4.1.4.6. **VSWR Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

6.4.1.4.7. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform to TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.

6.4.1.4.8. **CTCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. In local control an automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the PTT control. Radios shall support identical or different receive and transmit CTCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.4.1.4.9. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.4.1.4.10. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.4.1.4.11. **Two-Tone Paging (Crew Alerting).** Each radio should support industry standard two-tone paging including at a minimum the Motorola “Quick-Call” and General Electric “Type 99” two-tone formats.

6.4.1.4.12. **Automatic FCC Station Identification.** Each base station shall include provisions to automatically identify itself at programmed intervals in accordance with FCC rules. Purchaser will provide the station information when a procurement order is initiated.

6.4.1.5. **Radio Programming**

6.4.1.5.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on.

6.4.1.5.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS encode and decode tones, two-tone paging encode and decode tones and all configurable radio operation settings.

6.4.1.5.3. When a procurement order is initiated by Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.4.1.5.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.4.1.5.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.4.1.5.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from Purchaser.

6.4.1.5.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers and testing facilities throughout the state.

6.4.2. **Base Station/Repeater Radio Power**

6.4.2.1. Each radio shall be powered from a 120 Volt, 60 Hz, AC source.

6.4.2.2. Each radio shall include an integrated 120 Volt AC power supply that provides all necessary AC and DC voltage and current requirements for the radio and any accessories. The power supply shall be a non-linear, high-frequency, switching power supply design.

6.4.2.3. The power supply design shall support continuous duty operation at full transmit power without adversely effecting any of the transmitter or receiver specifications stated below.

6.4.2.4. Unintentional radiated and conducted emissions by a radio while transmitting or receiving must also not adversely effect the performance of an identical radio, powered from the same 120 Volt AC source and operating next to it in the same rack or an adjacent rack.

6.4.2.5. The 120 Volt AC power interface shall be field replaceable by mechanical methods (no soldering). Integrated 120 Volt AC line fuses shall be accessible without opening the chassis.

6.4.3. **Analog Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz- Category 1**

6.4.3.1. **Transmitter Performance Characteristics**

6.4.3.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.3.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.3.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 60 Watts output RF power.

6.4.3.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 45 dB.

6.4.3.2. **Receiver Performance Characteristics**

6.4.3.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.3.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.3.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.3.2.4. The adjacent channel rejection ratio shall meet or exceed 80 dB.

6.4.3.2.5. The spurious response rejection ratio shall meet or exceed 100 dB.

6.4.3.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.4. **Analog Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz – Category 2**

6.4.4.1. **Transmitter Performance Characteristics**

6.4.4.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.4.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.4.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 60 Watts output RF power.

6.4.4.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.4.4.2. **Receiver Performance Characteristics**

6.4.4.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.4.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.4.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.4.2.4. The adjacent channel rejection ratio shall meet or exceed 45 dB.

6.4.4.2.5. The spurious response rejection ratio shall meet or exceed 75 dB.

6.4.4.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.5. **Analog Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz – Category 3**

6.4.5.1. **Transmitter Performance Characteristics**

6.4.5.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.5.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.5.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.4.5.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.4.5.2. **Receiver Performance Characteristics**

6.4.5.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.5.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.5.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.4.5.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.4.5.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.4.5.2.6. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.4.6. **Analog Base Station/Repeater UHF Band Performance Characteristics: 12.5 kHz – Category 1**

6.4.6.1. **Transmitter Performance Characteristics**

6.4.6.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.6.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.4.6.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 45 dB.

6.4.6.2. **Receiver Performance Characteristics**

6.4.6.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.6.2.2. Radios shall be able to receive over an “as needed” VHF, UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.6.2.4. The adjacent channel rejection ratio shall meet or exceed 70 dB.

6.4.6.2.5. The spurious response rejection ratio shall meet or exceed 100 dB.

6.4.6.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.7. **Analog Base Station/Repeater UHF Band Performance Characteristics: 12.5 kHz – Category 2**

6.4.7.1. **Transmitter Performance Characteristics**

6.4.7.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.7.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.4.7.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.4.7.2. **Receiver Performance Characteristic**

6.4.7.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.7.2.2. Radios shall be able to receive over “as needed” VHF, UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.7.2.4. The adjacent channel rejection ratio shall meet or exceed 45 dB.

6.4.7.2.5. The spurious response rejection ratio shall meet or exceed 75 dB.

6.4.7.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.8. **Analog Base Station/Repeater UHF Band Performance Characteristics:12.5 kHz – Category 3**

6.4.8.1. **Transmitter Performance Characteristics**

6.4.8.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.8.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.4.8.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.4.8.2. **Receiver Performance Characteristics**

6.4.8.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.8.2.2. Radios shall be able to receive over an “as needed” VHF, UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.4.8.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.4.8.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.4.8.2.6. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.4.9. **Analog Base Station/Repeater 700/800 MHz Band Performance Characteristics: 25 kHz - Category 1**

6.4.9.1. **Transmitter Performance Characteristics**

6.4.9.1.1. **Radios shall be able t**o transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.9.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 75 Watts output RF power.

6.4.9.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 45 dB.

6.4.9.2. **Receiver Performance Characteristics**

6.4.9.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.9.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.9.2.4. The adjacent channel rejection ratio shall meet or exceed 75 dB.

6.4.9.2.5. The spurious response rejection ratio shall meet or exceed 90 dB.

6.4.9.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.10. **Analog Base Station/Repeater 700/800 MHz Band Performance Characteristics: 25 kHz- Category 2**

6.4.10.1. **Transmitter Performance Characteristics**

6.4.10.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.10.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 75 Watts output RF power.

6.4.10.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 45 dB.

6.4.10.2. **Receiver Performance Characteristics**

6.4.10.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.10.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.4.10.2.4. The adjacent channel rejection ratio shall meet or exceed 75 dB.

6.4.10.2.5. The spurious response rejection ratio shall meet or exceed 75 dB.

6.4.10.2.6. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.4.11. **Analog Base Station/Repeater 700/800 MHz Band Performance Characteristics: 25 kHz- Category 3**

6.4.11.1. **Transmitter Performance Characteristics**

6.4.11.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.11.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.4.11.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.4.11.2. **Receiver Performance Characteristics**

6.4.11.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.4.11.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.4.11.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.4.11.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.4.11.2.6. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.5. **Analog Mobile Radios**

6.5.1. **General**

6.5.1.1. **Configurations.** Each mobile radio shall support conventional and trunked analog 2-way voice communications in one of two configurations as listed below.

6.5.1.2. **Trunk Mount Configuration.** Trunk mounted radios shall include an integrated transmitter and receiver package with a separate control unit. The integrated transmitter and receiver package shall be suitable for mounting in a vehicle trunk or crew cab or other area occupied by vehicle passengers. Each trunk mount radio shall support a single separate control unit. Optionally, trunk mount radios must also support separate dual control heads. Separate external remote speakers and separate remote microphones shall also be included with each control unit. Power and antenna connections shall be provided on the integrated transmitter and receiver package only.

6.5.1.3. **Dash Mount Configuration.** Dash mounted radios shall include an integrated transmitter, receiver, and control unit package. A separate external remote speaker and separate remote microphone shall also be included. Power and antenna connections shall also be provided.

6.5.1.4. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speakers, remote microphones, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.5.1.5. **Accessory Connections.** External locking accessory electrical connectors shall be provided as an integral part of the radio or control unit and the accessory. Connectors shall be provided for, at a minimum, the antenna, remote speaker, remote microphone, power, and a software programmer. Subject to the approval of State Purchasing some connectors may be ganged to share an interface.

6.5.1.6. **Cabling and Installation Kit**. Each trunk or dash mount radio shall be provided with a complete cabling and installation kit for installing and powering the radio, control head(s), remote microphone(s), and remote speaker(s). All connectors for, including but not limited to, control unit(s), power, antenna, microphone(s), and external speaker(s) shall be locking type so that vibration cannot disengage the connection. Minimum cable lengths for any cable in the kit that interfaces with a trunk mount radio shall be 20 feet, including but not limited to power, control head, and external speaker cables.

6.5.1.7. **Trunk Mount Dimensions**. Each trunk mount radio package shall measure no larger than 4.5” high by 8” wide by 15” deep. Each separate control head shall measure no larger than 4.5” high by 8” wide by 4” deep.

6.5.1.8. **Dash Mount Dimensions**. Each dash mount radio shall measure no larger than 4.5” high by 8” wide by 15” deep including control head.

6.5.1.9. **Weight.** Each radio shall weigh a maximum of 15 pounds including a separate control head and external speaker.

6.5.1.10. **Housing.** Each radio shall be contained within a weather and impact resistant housing.

6.5.1.11. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minutes, duty cycle shall be supported for a minimum continuous period of 8 hours.

6.5.1.12. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.

6.5.1.13. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package (including remote speaker-microphone). All controls must be able to function as intended when actuated while wearing appropriate protective gloves. Subject to the approval of State Purchasing, some functions may be ganged on shared external controls.

6.5.1.13.1. Power on-off.

6.5.1.13.2. Push-to-talk.

6.5.1.13.3. Receive audio volume control.

6.5.1.13.4. Channel selection.

6.5.1.13.5. Receive audio noise squelch sensitivity control.

6.5.1.13.6. Receive audio monitoring selection with CTCSS enabled.

6.5.1.13.7. Multiple-channel monitor (SCAN) controls.

6.5.1.13.8. DTMF selection.

6.5.1.14. **Display.** Each control unit or dash mount radio package shall include a 12 character alpha-numeric LCD display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

6.5.1.15. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

6.5.1.16. **External Remote Speaker.** Each control unit or dash mount radio package shall include a separate external remote speaker. The

speaker audio power and distortion specifications are listed below under receiver characteristics.

6.5.1.17. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform to TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation.

6.5.1.18. **CTCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. An automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the Push-to-talk control. Radios shall support identical or different receive and transmit CTCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.5.1.19. **CTCSS with Multiple-Channel Operation.** When multiple-channel radio operation requires CTCSS on more than one channel, the CTCSS encode and decode tones in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

6.5.1.20. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.5.1.21. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined adjustable length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.5.1.22. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or “scanning.” The three modes of scanning shall be supported as discussed below. The radios shall support scanning a minimum of 500 channels for VHF high band, UHF and 700/800 MHz

radios.

6.5.1.23. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

6.5.1.24. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

6.5.1.25. **Radio Programming**

6.5.1.25.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. The mobile shall be able to be cloned via portable radio.

6.5.1.25.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS encode and decode tones, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

6.5.1.25.3. When a procurement order is initiated by the Purchaser, the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.5.1.25.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer

operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.5.1.25.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.5.1.25.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.

6.5.1.25.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.

6.5.2. **Optional General Accessories**

6.5.2.1. When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories.

6.5.2.2. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.

6.5.2.3. **Dual Control Units**. Each trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.

6.5.2.4. **VHF, UHF and 700/800 MHz Vehicular Repeaters**. Each radio equipped as a vehicular repeater shall support operation as a full-duplex in-band or cross-band repeater. Full-duplex operation shall permit simultaneous reception and transmission on separate channels without compromising any of the radio performance specifications listed below. The vendor shall specify and provide any necessary filtering and duplexer equipment required to maintain transmitter and receiver performance. The following in-band and cross-band combinations shall be supported by mobile vehicular repeaters. The Purchaser will provide the vendor with the specific combination to be implemented when a procurement order is initiated.

6.5.2.4.1. **Other Accessories**. These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.

6.5.2.4.2. VHF high-band in-band repeating.

6.5.2.4.3. UHF in-band repeating.

6.5.2.4.4. VHF high-band to UHF cross-band repeating.

6.5.2.4.5. 700/800 MHz in-band repeating.

6.5.2.4.6. 700 MHz to 800 MHz cross-band repeating.

6.5.3. Mobile Radio Power

6.5.3.1. Each mobile radio shall be powered from a 12 Volt DC source.

6.5.3.2. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

6.5.3.3. **Power-Line Filter.** Each radio shall include a power-line filter to reduce power-line noise emissions such as alternator noise. Installation provisions shall permit the installation of this filter at the end of the power cable that terminates at the battery.

6.5.4. Mobile Radio Equipment Environmental Specifications

All mobile radio equipment and accessories shall comply with the following specific MIL-STD-810 test methods and Standards. Each subsystem, including but not limited to, integrated transmitter and receiver units, separate control units, cabling harnesses, and microphones shall meet all of the following environmental specifications (Category 1 radios only).

6.5.4.1. Rain

6.5.4.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain.

6.5.4.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain.

6.5.4.2. **Salt Fog**

6.5.4.2.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 509.5, Salt Fog, Procedure 1 (aggravated screening).

6.5.4.2.2. **MIL-STD-810, Revision F.** As an alternative to the above salt fog test, all radio equipment and accessories shall comply with Revision F, Test Method 509.4, Salt Fog, Procedure 1.

6.5.4.3. **Sand and Dust**

6.5.4.3.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 510.5, Sand and Dust, Procedure 1 for blowing dust.

6.5.4.3.2. **MIL-STD-810, Revision F.** As an alternative to the above sand and dust test, all radio equipment and accessories shall comply with Revision F, Test Method 510.4, Sand and Dust, Procedure 1 for blowing dust.

6.5.4.4. **Vibration**

6.5.4.4.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 514.6, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.5.4.4.2. **MIL-STD-810, Revision F.** As an alternative to the above vibration test, all radio equipment and accessories shall comply with Revision F, Test Method 514.5, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.5.4.5. **Physical Shock**

6.5.4.5.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 516.6, Shock, Procedure 1 for functional shock.

6.5.4.5.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 516.5, Shock, Procedure 1 for functional shock.

6.5.4.6. **High Temperature**

6.5.4.6.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 501.5, High Temperature, Procedure II for operations.

6.5.4.6.2. **MIL-STD-810, Revision F.** As an alternative to the above high temperature test, all radio equipment and accessories shall comply with Revision F, Test Method 501.4, High Temperature, Procedure II for operations.

6.5.4.7. **Humidity**

6.5.4.7.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 507.5, Humility, Procedure 1 (induced and natural) for humility.

6.5.4.7.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 507.4, Humility, Procedure 1 (induced and natural) for humility.

6.5.5. **Analog Mobile VHF High-Band Performance Characteristics: 12.5 kHz-Category 1**

6.5.5.1. **Transmitter Performance Characteristics**

6.5.5.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.5.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.5.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.5.5.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 44 dB.

6.5.5.2. **Receiver Performance Characteristics**

6.5.5.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.5.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an

"as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.5.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.5.5.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.5.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.5.5.2.6. The adjacent channel rejection ratio shall meet or exceed 63 dB.

6.5.5.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.5.5.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.5.6. Analog Mobile VHF High-Band Performance Characteristics: 12.5 kHz-Category 2

6.5.6.1. Transmitter Performance Characteristics

6.5.6.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.6.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power.

6.5.6.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.5.6.2. Receiver Performance Characteristics

6.5.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.6.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.5.6.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.6.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.6.2.6. The adjacent channel rejection ratio shall meet or exceed 45 kHz for 12.5 kHz.

6.5.6.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.5.6.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.5.7. Analog Mobile VHF High-Band Performance Characteristics: 12.5 kHz-Category 3

6.5.7.1. Transmitter Performance Characteristics

6.5.7.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.7.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.5.7.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.5.7.2. Receiver Performance Characteristics

6.5.7.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as

needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.7.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.5.7.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.7.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.7.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB for 12.5 kHz.

6.5.7.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.5.7.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 70 dB.

6.5.8. **Analog Mobile UHF Band Performance Characteristics: 12.5 kHz- Category 1**

6.5.8.1. **Transmitter Performance Characteristics**

6.5.8.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.8.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an "as needed" UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 watts for 12.5 kHz.

6.5.8.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.5.8.2. **Receiver Performance Characteristics**

6.5.8.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.8.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.5.8.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.8.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.5.8.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 65 dB.

6.5.8.2.7. The spurious response rejection ratio shall meet or exceed 75 dB for 12.5 kHz.

6.5.8.2.8. The intermodulation ratio shall receive with a minimum ratio of 75 dB for 12.5 kHz.

6.5.9. **Analog Mobile UHF Band Performance Characteristics: 12.5 kHz- Category 2**

6.5.9.1. **Transmitter Performance Characteristics**

6.5.9.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.9.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 watts for 12.5 kHz.

6.5.9.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.5.9.2. **Receiver Performance Characteristics**

6.5.9.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.9.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.5.9.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.9.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.9.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 45 dB.

6.5.9.2.7. The spurious response rejection ratio shall meet or exceed 75 dB for 12.5.

6.5.9.2.8. The intermodulation ratio shall receive with a minimum ratio of 75 dB for 12.5 kHz.

6.5.10. **Analog Mobile UHF Band Performance Characteristics: 12.5 kHz - Category 3**

6.5.10.1. **Transmitter Performance Characteristics**

6.5.10.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.10.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 watts for 12.5 kHz.

6.5.10.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.5.10.2. **Receiver Performance Characteristics**

6.5.10.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.5.10.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.5.10.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.10.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.10.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.5.10.2.7. The spurious response rejection ratio shall meet or exceed 70 dB for 12.5 kHz.

6.5.10.2.8. The intermodulation ratio shall receive with a minimum ratio of 70 dB for 12.5.

6.5.11. **Analog Mobile 700/800MHz Band Performance Characteristics: 25 kHz – Category 1**

6.5.11.1. **Transmitter Performance Characteristics**

6.5.11.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.5.11.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 30 Watts output RF power for 700 MHz and 35 watts for 800 MHz.

6.5.11.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.

6.5.11.2. Receiver Performance Characteristics

6.5.11.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.5.11.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.5.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.5.11.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.11.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.5.11.2.6. The adjacent channel rejection ratio shall meet or exceed 75 dB.

6.5.11.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.5.11.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.5.12. Analog Mobile 700/800MHz Band Performance Characteristics: 25 kHz-Category 2

6.5.12.1. Transmitter Performance Characteristics

6.5.12.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.5.12.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an “as

needed" 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.12.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 30 Watts output RF power for 700 MHz and 35 watts for 800 MHz.

6.5.12.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.5.12.2. **Receiver Performance Characteristics**

6.5.12.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.5.12.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.5.12.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.5.12.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.12.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.12.2.6. The adjacent channel rejection ratio shall meet or exceed 75 dB.

6.5.12.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.5.12.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.5.13. **Analog Mobile 700/800MHz Band Performance Characteristics: 25 kHz-Category 3**

6.5.13.1. **Transmitter Performance Characteristics**

6.5.13.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.5.13.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to receive over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.5.13.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 30 Watts output RF power for 700 MHz and 35 watts for 800 MHz.

6.5.13.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.5.13.2. **Receiver Performance Characteristics**

6.5.13.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.5.13.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.5.13.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.5.13.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.5.13.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.5.13.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.5.13.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.5.13.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6. Analog Portable Radios

6.6.1. General

6.6.1.1. **Configuration.** Each portable radio shall support conventional and trunked analog 2-way voice communications as a completely integral unit. Each integral unit shall consist of the following major components.

6.6.1.1.1. Receiver and transmitter.

6.6.1.1.2. Speaker and microphone.

6.6.1.1.3. Removable antenna.

6.6.1.2. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speaker-microphones, batteries, chargers, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.6.1.3. **Accessory Connections.** External accessory electrical connectors shall be provided, as an integral part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, drop-in battery charger, remote speaker-microphone, remote speaker-microphone-antenna, software programmer, and a vehicular charger drop-in remote speaker-microphone-antenna.

6.6.1.4. **Dimensions.** Each radio shall measure no larger than 10” high by 3” wide by 2” deep, including battery and not including controls and antennas.

6.6.1.5. **Weight.** Each radio shall weigh a maximum of 33 ounces including battery pack and antenna.

6.6.1.6. **Housing.** Each radio shall be contained within a weather and impact resistant housing.

6.6.1.7. **Duty Cycle.** Each radio shall support an operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.

6.6.1.8. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All portable radio specifications in this document are referenced to +25 degrees Celsius, excluding battery specifications.

6.6.1.9. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the radio case. All controls must be able to function as intended when actuated while wearing appropriate protective gloves.

Subject to the approval of State Purchasing, some functions may be

ganged on shared external controls.

6.6.1.9.1. Power on-off.

6.6.1.9.2. Push-to-talk.

6.6.1.9.3. Receive audio volume control.

6.6.1.9.4. Channel selection.

6.6.1.9.5. Receive audio noise squelch sensitivity control.

6.6.1.9.6. Receive audio monitoring selection with CTCSS enabled.

6.6.1.9.7. Multiple-channel monitor (SCAN) controls.

6.6.1.10. **Display.** Each radio shall include an alpha-numeric LCD display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

6.6.1.11. **VHF High Band Antennas.** Each high-band VHF portable radio shall be provided with a continuously-loaded, coil-spring type antenna. The operator-attachable antenna shall attach to the radio on the appropriate connection using an industry standard coaxial screw-on connector. BNC connectors are not permitted. To prevent inadvertent shorting, the antenna shall be covered with a dielectric coating. The antenna length shall be approximately 12 inches for low band antennas and 7 inches for high band antennas.

6.6.1.12. **UHF, 700/800 MHz Antennas.** Each portable radio shall be provided with a flexible one-quarter wavelength antenna. The operator-attachable antenna shall attach to the radio on the appropriate connection using an industry standard coaxial screw-on connector. BNC connectors are not permitted. To prevent inadvertent shorting, the antenna shall be covered with a dielectric coating. The antenna length shall be approximately 6 inches.

6.6.1.13. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation.

6.6.1.14. **CTCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS. The tone-controlled squelch

shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. An external control shall be included on the radio case to permit receive audio monitoring of the channel by a radio user prior to transmitting. This control shall be separate from the Push-to-talk control. Radios shall support identical or different receive and transmit CTCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.6.1.15. **CTCSS with Multiple-Channel Operation.** When multiple-channel radio operation requires CTCSS on more than one channel, the CTCSS encode and decode tones in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

6.6.1.16. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.6.1.17. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined, adjustable length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.6.1.18. **Two-Tone Paging (Crew Alerting).** Each radio should support industry standard two-tone paging.

6.6.1.19. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or “scanning.” Two modes of scanning shall be supported as discussed below. VHF high band, UHF radios and 700/800 MHz radios shall support scanning a minimum of 700 channels.

6.6.1.19.1. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not

seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

6.6.1.19.2. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

6.6.1.19.3. **Belt Clip.** Each radio shall be provided with a belt clip that interfaces with the carrying case. The belt clip shall be of a swivel-mount type to permit rapid installation and removal from the user's belt.

6.6.1.20. **Radio Programming**

6.6.1.20.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its battery for battery replacement. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. The portable shall be capable of cloning mobile radios.

6.6.1.20.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS encode and decode tones, two-tone paging encode and decode tones, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

6.6.1.20.3. When a procurement order is initiated by the Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.6.1.20.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating

system shall be the date that an individual procurement order is initiated.

6.6.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.6.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from the Purchaser.

6.6.1.20.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.

6.6.2. **Optional General Accessories**

6.6.2.1. When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories.

6.6.2.2. **Remote Speaker-Microphone.** Each remote speaker-microphone shall be provided as a combination unit in one handheld enclosure and shall include a push-to-talk external control. The cabling and connector necessary to attach this accessory to the radio shall be provided with this unit.

6.6.2.3. **Remote Speaker-Microphone-Antenna.** Each remote speaker-microphone-antenna shall be provided as a combination unit in one handheld enclosure and shall include a push-to-talk external control. The cabling and connector necessary to attach this accessory to the radio shall be provided with this unit.

6.6.2.4. **Other Accessories.** These accessories include headsets, carrying cases, detachable cords, intercoms, jackboxes, panels/cables, etc.

6.6.3. **Portable Radio Power**

6.6.3.1. **Batteries**. Each radio shall be provided with two high-capacity rechargeable batteries. Each battery shall be constructed with Nickel-metal hydride, Lithium-ion or Li-Polymer cells. Each battery shall be

configured by either connection or mechanical shape to eliminate the possibility of connecting the incorrect polarity to the radio.

6.6.3.2. **Battery Power Rating**. Each battery shall be rated with sufficient Amp-hours to permit operation with the manufacturer's specified load for 8 hours. Each battery shall support a portable radio standard duty cycle for one minute of 3 seconds transmitting, 3 seconds receiving (with the audio output power specified below), and 54 seconds on standby. This 5-5-90 percent, per-minute, duty cycle shall be supported by each battery for a continuous 8 hour period.

6.6.4. Optional Portable Radio Power Accessories

When a procurement order is initiated, Purchaser may elect to purchase the following general accessories.

6.6.4.1. **Rapid Battery Charger.** Each radio shall be provided with a rapid battery charger. The charger circuitry shall be matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.6.4.2. **Multiple Unit Rapid Battery Charger.** Each multiple unit rapid battery charger shall comply to all specifications for a rapid battery charger, as stated above, and support simultaneous rapid charging of a minimum of four batteries.

6.6.4.3. **Slow Battery Charger**

6.6.4.3.1. Each slow battery charger shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.6.4.3.2. **Charger Power.** Each slow charger shall be powered from a 120 Volt AC, 60 Hz single phase source using a standard AC plug. A visual indicator shall be included to indicate the charger is in operation.

6.6.4.3.3. **Charging Rate.** Each slow charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and

charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.6.4.3.4. **Charge Indicator.** Each slow charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.6.4.4. **Multiple Unit Slow Battery Charger.** Each multiple unit slow battery charger shall comply with all specifications for a slow battery charger, as stated above, and support simultaneous slow charging of a minimum of four batteries.

6.6.4.5. **Smart Charger**

6.6.4.6. **Vehicular Charger**

6.6.4.6.1. Each radio shall be provided with a smart battery charger. The charger circuitry shall be matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.6.4.6.2. **Charger Power.** Each smart charger shall be powered from a 120 Volt AC, 60 Hz single phase source using a standard AC plug. A visual indicator shall be included to indicate the charger is in operation.

6.6.4.6.3. **Charging Rate.** Each smart charger shall function as a rapid charger and charge a discharged battery to 90% of its maximum charge within three hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.6.4.6.4. **Charge Indicator.** Each smart charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.6.4.6.5. **Analyzer Functions.** Each smart charger shall also provide discharging, analyzing, conditioning and cycle testing functions that track voltage and capacity. These functions shall be used to adjust for an optimum charge profile and prolong battery life.

6.6.4.6.6. **Multiple Unit Smart Charger.** Each multiple unit smart battery charger shall comply with all specifications for a smart battery charger, as stated above, and support simultaneous smart charging of a minimum of four batteries.

6.6.4.7. **Vehicular Charger**

6.6.4.7.1. Each vehicular charger shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery. The vehicular charger shall also function as a storage receptacle for the radio as installed in the vehicle.

6.6.4.7.2. **Cabling and Installation Kit**. Each vehicular charger shall be provided with a complete cabling and installation kit for installing and powering the charger. All connectors shall be locking type so that vibration does not disengage the connection.

6.6.4.7.3. **Charger Power.** Each vehicular charger shall be powered from a 12 Volt DC source. A visual indicator shall be included to indicate the charger is in operation.

6.6.4.7.4. **Charging Rate.** Each vehicular charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.6.4.7.5. **Charge Indicator.** Each vehicular charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.6.4.8. **Vehicular Charger With Remote Speaker, Microphone, and Antenna**

6.6.4.8.1. Each vehicular charger with remote speaker, microphone, and antenna shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the

battery. The charger shall permit operation of the radio in the transmit, receive or standby mode while charging the battery. The vehicular charger shall also function as a storage receptacle for the radio as installed in the vehicle.

6.6.4.8.2. **Additional Radio Interfaces.** When the radio is inserted in the vehicular charger the charger shall also automatically make connections between the radio and a mobile antenna, remote microphone, and remote speaker.

6.6.4.8.3. **Mobile Antenna Connection**. The vehicular charger shall be provided with an industry standard coaxial screw-on antenna connection to permit the charger to interface with a mobile mount antenna. BNC connectors are not permitted. This connection shall automatically interface with the radio when it is inserted in the charger.

6.6.4.8.4. **Remote Microphone.** The vehicular charger shall be provided with a remote microphone and mount. This connection shall automatically interface with the radio when it is inserted in the charger.

6.6.4.8.5. **Remote Speaker.** The vehicular charger shall be provided with a remote speaker and mounting kit. The remote speaker shall meet the technical specifications for a mobile radio remote speaker as specified below.

6.6.4.8.6. **Cabling and Installation Kit**. Each vehicular charger shall be provided with a complete cabling and installation kit for installing and powering the charger, remote microphone, and remote speaker. All connectors shall be locking type so that vibration does not disengage the connection.

6.6.4.8.7. **Charger Power.** Each vehicular charger shall be powered from a 12 Volt DC source. A visual indicator shall be included to indicate the charger is in operation.

6.6.4.8.8. **Charging Rate.** Each vehicular charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.6.4.8.9. **Charge Indicator.** Each vehicular charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.6.5. **Portable Radio Equipment Environmental Specifications**

All portable radio equipment and accessories shall comply with the following specific MIL-STD-810 test methods and Standards (Category 1 radios only).

6.6.5.1. **Rain**

6.6.5.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain.

6.6.5.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain.

6.6.5.2. **Salt Fog**

6.6.5.2.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 509.5, Salt Fog Procedure 1 (aggravated screening).

6.6.5.2.2. **MIL-STD-810, Revision F.** As an alternative to the above salt fog test, all radio equipment and accessories shall comply with Revision F, Test Method 509.4, Salt Fog, Procedure 1.

6.6.5.3. **Sand and Dust**

6.6.5.3.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 510.5, Sand and Dust, Procedure 1 for blowing dust.

6.6.5.3.2. **MIL-STD-810, Revision F.** As an alternative to the above sand and dust test, all radio equipment and accessories shall comply with Revision F, Test Method 510.4, Sand and Dust, Procedure 1 for blowing dust.

6.6.5.4. **Vibration**

MIL-STD-810, Revision G. All radio equipment and accessories shall comply with Test Method 514.6, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.6.5.4.1. **MIL-STD-810, Revision F.** As an alternative to the above vibration test, all radio equipment and accessories shall comply with Revision F, Test Method 514.5, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.6.5.5. **Physical Shock**

6.6.5.5.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 516.6, Shock, Procedure 1 for functional shock.

6.6.5.5.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 516.5, Shock, Procedure 1 for functional shock.

6.6.5.6. **High Temperature**

6.6.5.6.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 501.5, High Temperature, Procedure II for operations.

6.6.5.6.2. **MIL-STD-810, Revision F.** As an alternative to the above high temperature test, all radio equipment and accessories shall comply with Revision F, Test Method 501.4, High Temperature, Procedure II for operations.

6.6.5.7. **Humidity**

6.6.5.7.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 507.5, Humility, Procedure 1 (induced and natural) for humility.

6.6.5.7.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 507.4, Humility, Procedure 1 (induced and natural) for humility.

6.6.6. **Analog Portable VHF High-Band Performance Characteristics: 12.5 kHz-Category 1**

6.6.6.1. **Transmitter Performance Characteristics**

6.6.6.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.6.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.6.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.6.6.2. Receiver Performance Characteristics

6.6.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.6.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.6.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.6.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.6.6.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 63 dB.

6.6.6.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.6.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.7. Analog Portable VHF High-Band Performance Characteristics: 12.5 kHz-Category 2

6.6.7.1. Transmitter Performance Characteristics

6.6.7.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.7.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.7.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 33 dB.

6.6.7.2. **Receiver Performance Characteristics**

6.6.7.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.7.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.7.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.7.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/-10 %.

6.6.7.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 45 dB.

6.6.7.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.7.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.8. **Analog Portable VHF High-Band Performance Characteristics: 12.5 kHz-Category 3**

6.6.8.1. **Transmitter Performance Characteristics**

6.6.8.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.8.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.8.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.6.8.2. **Receiver Performance Characteristics**

6.6.8.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.8.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.6.8.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.8.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.6.8.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.6.8.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.6.8.2.8. The intermodulation rejection ratio shall meet or exceed 60 dB.

6.6.9. **Analog Portable UHF Band Performance Characteristics: 12.5 kHz- Category 1**

6.6.9.1. **Transmitter Performance Characteristics**

6.6.9.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.9.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.9.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 38 dB.

6.6.9.2. **Receiver Performance Characteristics**

6.6.9.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.9.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.9.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.9.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.6.9.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.6.9.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.9.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.10. **Analog Portable UHF Band Performance Characteristics: 12.5 kHz-Category 2**

6.6.10.1. **Transmitter Performance Characteristics**

6.6.10.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.10.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over

an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.10.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.6.10.2. **Receiver Performance Characteristics**

6.6.10.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.10.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.10.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.10.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.6.10.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 45 dB.

6.6.10.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.10.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.11. **Analog Portable UHF Band Performance Characteristics:12.5 kHz- Category 3**

6.6.11.1. **Transmitter Performance Characteristics**

6.6.11.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.11.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.6.11.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.6.11.2. **Receiver Performance Characteristics**

6.6.11.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.6.11.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.6.11.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.11.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.6.11.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.6.11.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.6.11.2.8. The intermodulation rejection ratio shall meet or exceed 60 dB.

6.6.12. **Analog Portable 700/800 MHz Band Performance Characteristics: 25 kHz– Category 1**

6.6.12.1. **Transmitter Performance Characteristics**

6.6.12.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.6.12.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit when a procurement order is initiated.

6.6.12.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.6.12.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.

6.6.12.2. **Receiver Performance Characteristics**

6.6.12.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.6.12.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.6.12.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.12.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.12.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.6.12.2.6. The adjacent channel rejection ratio shall meet or exceed 70 dB.

6.6.12.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.12.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.13. **Analog Portable 700/800 MHz Band Performance Characteristics: 25 kHz– Category 2**

6.6.13.1. **Transmitter Performance Characteristics**

6.6.13.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.6.13.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an “as

needed" 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.13.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.6.13.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.6.13.2. **Receiver Performance Characteristics**

6.6.13.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.6.13.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.6.13.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.6.13.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.13.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.6.13.2.6. The adjacent channel rejection ratio shall meet or exceed 70 dB.

6.6.13.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.6.13.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.6.14. **Analog Portable 700/800 MHz Band Performance Characteristics: 25 kHz-Category 3**

6.6.14.1. **Transmitter Performance Characteristics**

6.6.14.1.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.6.14.1.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an "as needed" 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.6.14.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.6.14.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.6.14.2. **Receiver Performance Characteristics**

6.6.14.2.1. Radios operating with a 25 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.6.14.2.2. Radios operating with a 25 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.6.14.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.6.14.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.6.14.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.6.14.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.6.14.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.6.14.2.8. The intermodulation rejection ratio shall meet or exceed 60 dB.

6.7. Project 25 (P25) Compliant Base Station/Repeater Radios

6.7.1. General

6.7.1.1. **Configuration.** Each base station radio shall support conventional and trunked digital 2-way voice communications as a completely integral unit. Plug-in style mobile radios and add-on power supplies are not permitted. Each integral base station unit shall consist of the following major components.

6.7.1.1.1. Receiver.

6.7.1.1.2. Transmitter with internal power amplifier.

6.7.1.1.3. Power supply.

6.7.1.2. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, audio circuits, power cables, and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.7.1.3. **Accessory Connections.** External accessory electrical connectors shall be provided as an integral part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote speaker-microphone, and software programmer. Subject to the approval of State Purchasing some connectors may be ganged to share an interface.

6.7.1.4. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks and cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.

6.7.1.5. **Chassis Assembly**. Each radio shall be contained within an enclosed chassis assembly that protects the internal circuitry from physical damage and protects a radio maintainer from accidental shock. No exposed terminations such as uncovered terminal blocks or screw lugs shall be permitted. The only exception shall be a chassis ground lug. The chassis assembly shall also provide easy access to internal circuitry for servicing while installed in a rack or cabinet.

6.7.1.6. **Cabling and Installation Kit**. Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

6.7.1.7. **Duty-Cycle.** Each radio shall support a continuous duty cycle for 24 hours. This duty cycle shall permit the radio to be operated with its transmitter and power amplifier energized at full power for the entire 24 hours without damage to the radio.

6.7.1.8. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All base station radio specifications in this document are referenced to +25 degrees Celsius.

6.7.1.9. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. An integral transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

6.7.1.10. **Remote Radio Interfacing and Control**

6.7.1.10.1. **Audio Interface.** Each radio shall support both a 2 wire and a 4 wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and 10 dBm. The output audio interface shall provide an adjustable audio level between -20 and 0 dBm when presented with a 600 Ohm load. Both the audio input and output interfaces shall meet or exceed TIA 603-D audio fidelity specifications.

6.7.1.10.2. **Tone Control.** Each radio shall support remote inband-audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS/CDCSS circuit disabling to monitor the received audio before transmitting, and carrier operated switching to support voter operation.

6.7.1.10.3. **E&M Signaling.** Each radio shall support remote out-of-band E&M signaling via a 4 wire interface compatible with industry standard PCM channel-banks. The E&M signaling functioning shall include but not be limited to transmitter keying via the E-lead and carrier operated switching via the M-lead to support voter operation.

6.7.1.11. **Local Radio Control**. Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be an integral part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and to adjust the received audio volume.

6.7.1.12. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum.

6.7.1.12.1. Power-on condition.

6.7.1.12.2. Transmitter energized condition.

6.7.1.12.3. Internal alarm condition.

6.7.1.13. **VSWR Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

6.7.1.14. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a

threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.

6.7.1.15. **CTCSS/CDCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/DCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. In local control an automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the PTT control. Radios shall support identical or different receive and transmit CTCSS/DCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.7.1.16. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.7.1.17. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.7.1.18. **Two-Tone Paging (Crew Alerting).** Each radio should support industry standard two-tone paging including at a minimum the Motorola “Quick-Call” and General Electric “Type 99” two-tone formats.

6.7.1.19. **Automatic FCC Station Identification.** Each base station shall include provisions to automatically identify itself at programmed intervals in accordance with FCC rules. The Purchaser will provide the station information when a procurement order is initiated.

6.7.1.20. **Radio Programming**

6.7.1.20.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily

disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on.

6.7.1.20.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS/CDCSS encode and decode tones, two-tone paging encode and decode tones and all configurable radio operation settings.

6.7.1.20.3. When a procurement order is initiated by the Purchaser, the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the customer. The intent is to ensure that radios are ready for use upon delivery.

6.7.1.20.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.7.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.7.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from the customer.

6.7.1.20.7. The programming software shall be provided with an unlimited license permitting the customer to make multiple copies for use by radio programmers.

6.7.2. **Base Station/Repeater Radio Power.**

6.7.2.1. Each radio shall be powered from a 120 Volt, 60 Hz, AC source.

6.7.2.2. Each radio shall include an integrated 120 Volt AC power supply that provides all necessary AC and DC voltage and current requirements

for the radio and any accessories. The power supply shall be a non-linear, high-frequency, switching power supply design.

6.7.2.3. The power supply design shall support continuous duty operation at full transmit power without adversely effecting any of the transmitter or receiver specifications stated below.

6.7.2.4. Unintentional radiated and conducted emissions by a radio while transmitting or receiving must also not adversely effect the performance of an identical radio, powered from the same 120 Volt AC source and operating next to it in the same rack or an adjacent rack .

6.7.2.5. The 120 Volt AC power interface shall be field replaceable by mechanical methods (no soldering). Integrated 120 Volt AC line fuses shall be accessible without opening the chassis.

6.7.3. **P25 Compliant Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz- Category 1**

6.7.3.1. **Transmitter Performance Characteristics**

6.7.3.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.3.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.3.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.3.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.

6.7.3.2. **Receiver Performance Characteristics**

6.7.3.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.3.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.3.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.7.3.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.3.2.5. The spurious response rejection ratio shall meet or exceed 90 dB.

6.7.3.2.6. The intermodulation rejection ratio shall meet or exceed 80 dB.

6.7.4. **P25 Compliant Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz- Category 2**

6.7.4.1. **Transmitter Performance Characteristics**

6.7.4.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.4.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.4.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.4.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.

6.7.4.2. **Receiver Performance Characteristics**

6.7.4.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.4.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.4.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.7.4.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.4.2.5. The spurious response rejection ratio shall meet or exceed 80 dB.

6.7.4.2.6. The intermodulation rejection ratio shall meet or exceed 80 dB.

6.7.5. **P25 Compliant Base Station/Repeater VHF High-Band Performance Characteristics: 12.5 kHz- Category 3**

6.7.5.1. **Transmitter Performance Characteristics**

6.7.5.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.5.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.5.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 90 Watts output RF power.

6.7.5.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.7.5.2. **Receiver Performance Characteristics**

6.7.5.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.5.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.5.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.7.5.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.7.5.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.7.5.2.6. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.7.6. **P25 Compliant Base Station UHF High-Band Performance Characteristics:12.5 kHz- Category 1**

6.7.6.1. **Transmitter Performance Characteristics**

6.7.6.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.6.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.6.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.

6.7.6.2. **Receiver Performance Characteristics**

6.7.6.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.6.2.2. Radios shall be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.7.6.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.6.2.5. The spurious response rejection ratio shall meet or exceed 80 dB.

6.7.6.2.6. The intermodulation rejection ratio shall meet or exceed 80 dB.

6.7.7. **P25 Compliant Base Station/Repeater UHF High-Band Performance Characteristics: 12.5 kHz- Category 2**

6.7.7.1. **Transmitter Performance Characteristics**

6.7.7.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.7.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.7.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 38 dB.

6.7.7.2. **Receiver Performance Characteristics**

6.7.7.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.7.2.2. Radios shall be able to receive over an “as needed” VHF UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.7.7.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.7.2.5. The spurious response rejection ratio shall meet or exceed 80 dB.

6.7.7.2.6. The intermodulation rejection ratio shall meet or exceed 80 dB.

6.7.8. **P25 Compliant Base Station UHF High-Band Performance Characteristics:12.5 kHz- Category 3**

6.7.8.1. **Transmitter Performance Characteristics**

6.7.8.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.8.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 90 Watts output RF power.

6.7.8.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 38 dB.

6.7.8.2. **Receiver Performance Characteristics**

6.7.8.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.8.2.2. Radios shall be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.7.8.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.7.8.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.7.8.2.6. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.7.9. **P25 Compliant Base Station/Repeater 700/800MHz Band Performance Characteristics: 12.5 kHz - Category 1**

6.7.9.1. **Transmitter Performance Characteristics**

6.7.9.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.9.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.9.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 49 dB.

6.7.9.2. **Receiver Performance Characteristics**

6.7.9.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.9.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.28 uV at the receiver RF input.

6.7.9.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.9.2.5. The spurious response rejection ratio shall meet or exceed 90 dB.

6.7.9.2.6. The intermodulation rejection ratio shall meet or exceed 77/80 dB.

6.7.10. **P25 Compliant Base Station/Repeater 700/800MHz Band Performance Characteristics: 12.5 kHz - Category 2**

6.7.10.1. **Transmitter Performance Characteristics**

6.7.10.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.10.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 100 Watts output RF power.

6.7.10.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 45 dB.

6.7.10.2. **Receiver Performance Characteristics**

6.7.10.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.10.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.28 uV at the receiver RF input.

6.7.10.2.4. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.7.10.2.5. The spurious response rejection ratio shall meet or exceed 85 dB.

6.7.10.2.6. The intermodulation rejection ratio shall meet or exceed 77/80 dB.

6.7.11. **P25 Base Station/Repeater 700/800MHz Band Performance Characteristics: 12.5 kHz - Category 3**

6.7.11.1. **Transmitter Performance Characteristics**

6.7.11.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.11.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 90 Watts output RF power.

6.7.11.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 38 dB.

6.7.11.2. **Receiver Performance Characteristics**

6.7.11.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.7.11.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.7.11.2.4. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.7.11.2.5. The spurious response rejection ratio shall meet or exceed 70 dB.

6.7.11.2.6. The intermodulation rejection ratio shall meet or exceed 70/80 dB.

6.8. Project 25 (P25) Mobile Radios

6.8.1. General

6.8.2. **Configurations.** Each mobile radio shall support conventional and trunked digital 2-way voice communications in one of two configurations as listed below.

6.8.2.1. **Trunk Mount Configuration.** Trunk mounted radios shall include an integrated transmitter and receiver package with a separate control unit. The integrated transmitter and receiver package shall be suitable for mounting in a vehicle trunk or crew cab or other area occupied by vehicle passengers. Each trunk mount radio shall support a single separate control unit. Optionally, trunk mount radios must also support separate dual control heads. Separate external remote speakers and separate remote microphones shall also be included with each control unit. Power and antenna connections shall be provided on the integrated transmitter and receiver package only.

6.8.2.2. **Dash Mount Configuration.** Dash mounted radios shall include an integrated transmitter, receiver, and control unit package. A separate external remote speaker and separate remote microphone shall also be included. Power and antenna connections shall also be provided.

6.8.2.3. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, remote speakers, remote microphones, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.8.2.4. **Accessory Connections.** External locking accessory electrical connectors shall be provided as an integral part of the radio or control unit and the accessory. Connectors shall be provided for, at a minimum, the antenna, remote speaker, remote microphone, power, and a software programmer. Subject to the approval of the Purchaser some connectors may be ganged to share an interface.

6.8.2.5. **Cabling and Installation Kit**. Each trunk or dash mount radio shall be provided with a complete cabling and installation kit for installing and powering the radio, control head(s), remote microphone(s), and remote speaker(s). All connectors for, including but not limited to, control unit(s), power, antenna, microphone(s), and external speaker(s) shall be locking type so that vibration cannot disengage the connection. Minimum cable lengths for any cable in the kit that interfaces with a trunk mount radio shall be 20 feet, including but not limited to power, control head, and external speaker cables.

6.8.2.6. **Trunk Mount Dimensions**. Each trunk mount radio package shall

measure no larger than 4.5” high by 8” wide by 15” deep. Each separate control head shall measure no larger than 4.5” high by 8” wide by 4” deep.

6.8.2.7. **Dash Mount Dimensions**. Each dash mount radio shall measure no larger than 4.5” high by 8” wide by 15” deep including control head.

6.8.2.8. **Weight.** Each radio shall weigh a maximum of 15 pounds including a separate control head and external speaker.

6.8.2.9. **Housing.** Each radio shall be contained within a weather and impact resistant housing.

6.8.2.10. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

6.8.2.11. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60

degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.

6.8.2.12. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package (including remote speaker-microphone). All controls must be able to function as intended when actuated while wearing appropriate protective gloves. Subject to the approval of State Purchasing some functions may be ganged on shared external controls.

6.8.2.12.1. Power on-off.

6.8.2.12.2. Push-to-talk.

6.8.2.12.3. Receive audio volume control.

6.8.2.12.4. Channel selection.

6.8.2.12.5. Receive audio noise squelch sensitivity control.

6.8.2.12.6. Receive audio monitoring selection with CTCSS enabled.

6.8.2.12.7. Multiple-channel monitor (SCAN) controls.

6.8.2.12.8. DTMF selection.

6.8.2.13. **Display.** Each control unit or dash mount radio package shall include a 12 character alpha-numeric LCD display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

6.8.2.14. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

6.8.2.15. **External Remote Speaker.** Each control unit or dash mount radio package shall include a separate external remote speaker. The speaker audio power and distortion specifications are listed below under receiver characteristics.

6.8.2.16. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform to TIA-603-D and be adjustable over a minimum of 6 dB

of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation.

6.8.2.17. **CTCSS/CDCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/CDCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. An automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the Push-to-talk control. Radios shall support identical or different receive and transmit CTCSS/CDCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.8.2.18. **CTCSS/CDCSS with Multiple-Channel Operation.** When multiple-channel radio operation requires CTCSS/CDCSS on more than one channel, the CTCSS/CDCSS encode and decode tones in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS/CDCSS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

6.8.2.19. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.8.2.20. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined adjustable length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.8.2.21. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or “scanning.” Three modes of scanning shall be supported as discussed below. The radios shall support scanning a minimum of 700 channels for VHF high band, UHF radios and 700/800 MHz radios.

6.8.2.21.1. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority

channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

6.8.2.21.2. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

6.8.2.22. **Radio Programming**

6.8.2.22.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. The mobile radio shall be able to be cloned via portable radio.

6.8.2.22.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS/CDCSS encode and decode tones, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

6.8.2.22.3. When a procurement order is initiated by the Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.8.2.22.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.8.2.22.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or

the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.8.2.22.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.

6.8.2.22.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.

6.8.3. **Optional General Accessories**

6.8.3.1. When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories.

6.8.3.2. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.

6.8.3.3. **Dual Control Units**. Each trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.

6.8.3.4. **VHF, UHF and 700/800 MHz Vehicular Repeaters**. Each radio equipped as a vehicular repeater shall support operation as a full-duplex in-band or cross-band repeater. Full-duplex operation shall permit simultaneous reception and transmission on separate channels without compromising any of the radio performance specifications listed below. The vendor shall specify and provide any necessary filtering and duplexer equipment required to maintain transmitter and receiver performance. The following in-band and cross-band combinations shall be supported by mobile vehicular repeaters. The Purchaser will provide the vendor with the specific combination to be implemented when a procurement order is initiated.

6.8.3.4.1. **Other Accessories.** These accessories include headsets, antennas, detachable cords, intercoms, jackboxes, panels/cables, etc.

6.8.3.4.2. VHF high-band in-band repeating.

6.8.3.4.3. UHF in-band repeating.

6.8.3.4.4. 700/800 MHz in-band repeating.

6.8.3.4.5. VHF high-band to UHF cross-band repeating.

6.8.3.4.6. 700 MHz to 800 MHz cross-band repeating.

6.8.4. **Mobile Radio Power**

6.8.4.1. Each mobile radio shall be powered from a 12 Volt DC source.

6.8.4.2. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

6.8.4.3. **Power-Line Filter.** Each radio shall include a power-line filter to reduce power-line noise emissions such as alternator noise. Installation provisions shall permit the installation of this filter at the end of the power cable that terminates at the battery.

6.8.5. **Mobile Radio Equipment Environmental Specifications**

All mobile radio equipment and accessories shall comply with the following specific MIL-STD-810 test methods and Standards. Each subsystem, including but not limited to, integrated transmitter and receiver units, separate control units, cabling harnesses, and microphones shall meet all of the following environmental specifications (**Category 1 radios only**).

6.8.5.1. **Rain**

6.8.5.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain.

6.8.5.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with

Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain.

6.8.5.2. **Salt Fog**

6.8.5.2.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 509.5, Salt Fog, Procedure 1 (aggravated screening).

6.8.5.2.2. **MIL-STD-810, Revision F.** As an alternative to the above salt fog test, all radio equipment and accessories shall comply with Revision F, Test Method 509.4, Salt Fog, Procedure 1.

6.8.5.3. **Sand and Dust**

6.8.5.3.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 510.5, Sand and Dust, Procedure 1 for blowing dust.

6.8.5.3.2. **MIL-STD-810, Revision F.** As an alternative to the above sand and dust test, all radio equipment and accessories shall comply with Revision F, Test Method 510.4, Sand and Dust, Procedure 1 for blowing dust.

6.8.5.4. **Vibration**

6.8.5.4.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 514.6, Vibration, Procedure 1, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.8.5.4.2. **MIL-STD-810, Revision F.** As an alternative to the above vibration test, all radio equipment and accessories shall comply with Revision F, Test Method 514.5, Vibration Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.8.5.5. **Physical Shock**

6.8.5.5.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 516.6, Shock, Procedure 1 for functional shock.

6.8.5.5.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 516.5, Shock, Procedure 1 for functional shock.

6.8.5.6. **High Temperature**

6.8.5.6.1. **MIL-STD-810, Revision G.** All radio equipment and accessories

shall comply with Test Method 501.5, High Temperature, Procedure II for operations.

6.8.5.6.2. **MIL-STD-810, Revision F.** As an alternative to the above high temperature test, all radio equipment and accessories shall

comply with Revision F, Test Method 501.4, High Temperature, Procedure II for operations.

6.8.5.7. **Humidity**

6.8.5.7.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 507.5, Humility, Procedure 1 (induced and natural) for humility.

6.8.5.7.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 507.4, Humility, Procedure 1 (induced and natural) for humility.

6.8.6. **P25 Compliant Mobile VHF High-Band Performance Characteristics: 12.5 kHz-Category 1**

6.8.6.1. **Transmitter Performance Characteristics**

6.8.6.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.6.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.6.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.8.6.2. **Receiver Performance Characteristics**

6.8.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.6.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.30 uV at the receiver RF input.

6.8.6.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.6.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.6.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.8.6.2.7. The spurious response rejection ratio shall meet or exceed 80 dB.

6.8.6.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.8.7. **P25 Compliant Mobile VHF High-Band Performance Characteristics: 12.5 kHz-Category 2**

6.8.7.1. **Transmitter Performance Characteristics**

6.8.7.1.1. Radios operating with a 15 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.7.1.2. Radios operating with a 15 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.7.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.7.2. **Receiver Performance Characteristics**

6.8.7.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.7.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.30 uV at the receiver RF input.

6.8.7.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.7.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.7.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.8.7.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.8.7.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.8.8. P25 Mobile VHF High-Band Performance Characteristics: 12.5 kHz- Category 3

6.8.8.1. Transmitter Performance Characteristics

6.8.8.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.8.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.8.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.8.2. Receiver Performance Characteristics

6.8.8.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.8.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.8.2.3. The radio receiver audio output shall achieve a minimum of 12

dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.8.8.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.8.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.8.8.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.8.8.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.8.8.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 70 dB.

6.8.9. **P25 Compliant Mobile UHF Band Performance Characteristics: 12.5 kHz– Category 1**

6.8.9.1. **Transmitter Performance Characteristics**

6.8.9.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.9.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.9.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.8.9.2. **Receiver Performance Characteristics**

6.8.9.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.9.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.8.9.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.9.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.9.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.8.9.2.7. The spurious response rejection ratio shall meet or exceed 80 dB.

6.8.9.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.8.10. P25 Compliant Mobile UHF Band Performance Characteristics: 12.5 kHz-Category 2

6.8.10.1. Transmitter Performance Characteristics

6.8.10.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.10.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.10.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.10.2. Receiver Performance Characteristics

6.8.10.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.10.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an

"as needed" UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.8.10.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.10.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.10.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.8.10.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.8.10.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.8.11. **P25 Mobile UHF Band Performance Characteristics: 12.5 kHz- Category 3**

6.8.11.1. **Transmitter Performance Characteristics**

6.8.11.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.11.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an "as needed" UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 40 Watts output RF power.

6.8.11.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.11.2. **Receiver Performance Characteristics**

6.8.11.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.11.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.8.11.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.11.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.8.11.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.8.11.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.8.11.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 70 dB.

6.8.12. **P25 Compliant Mobile 700/800MHz Band Performance Characteristics: 12.5 kHz – Category 1**

6.8.12.1. **Transmitter Performance Characteristics**

6.8.12.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.8.12.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.12.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 30 Watts output RF power for 700 MHz and 35 watts for 800 MHz.

6.8.12.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.12.2. **Receiver Performance Characteristics**

6.8.12.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels when a procurement order is initiated.

6.8.12.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.8.12.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.8.12.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.12.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.12.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.8.12.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.8.12.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.8.13. **P25 Compliant Mobile 700/800MHz Band Performance Characteristics: 12.5 kHz- Category 2**

6.8.13.1. **Transmitter Performance Characteristics**

6.8.13.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.8.13.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.13.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 19 Watts output RF power for 700 MHz and 35 watts for 800 MHz.

6.8.13.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 33 dB.

6.8.13.2. **Receiver Performance Characteristics**

6.8.13.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels when a procurement order is initiated.

6.8.13.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.8.13.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.8.13.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.13.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.13.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.8.13.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.8.13.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.8.14. **P25 Mobile 700/800MHz Band Performance Characteristics: 12.5 kHz-Category 3**

6.8.14.1. **Transmitter Performance Characteristics**

6.8.14.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.8.14.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (700 MHz) and 18 MHz frequency spread (800 MHz) be able to receive over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.8.14.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 19 Watts output RF power for 700 MHz and 30 watts for 800 MHz.

6.8.14.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 33 dB.

6.8.14.2. **Receiver Performance Characteristics**

6.8.14.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels when a procurement order is initiated.

6.8.14.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread (for 700 MHz) and 18 MHz frequency spread (for 800 MHz) when a procurement order is initiated.

6.8.14.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.8.14.2.4. The maximum audio output power shall be a minimum of 10 Watts of sound pressure level at each speaker provided.

6.8.14.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 10 %.

6.8.14.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.8.14.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.8.14.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.8.15. P25 Compliant Mobile-Multiband Performance Characteristics: 12.5 kHz-Category 1

6.8.15.1. Transmitter Performance Characteristics

6.8.15.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.15.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band and 700/800 MHz frequency spread and support a minimum of 20 MHz frequency spread for UHF when a procurement order is initiated.

6.8.15.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 50 Watts output RF power for VHF-HB/UHF and 35 Watts for 700/800 MHz.

6.8.15.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.8.15.2. **Receiver Performance Characteristics**

6.8.15.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.8.15.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band and 700/800 MHz frequency spread and support a minimum of 20 MHz frequency spread for UHF when a procurement order is initiated.

6.8.15.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.30 uV at the

receiver RF input for VHF-HB/UHF and 0.25 uV for 700/800 MHz.

6.8.15.2.4. The maximum audio output power shall be a minimum of 12 Watts of sound pressure level at each speaker provided.

6.8.15.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.8.15.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.8.15.2.7. The spurious response rejection ratio shall meet or exceed 80 dB.

6.8.15.2.8. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 80 dB.

6.9. P25 Compliant Portable Radios

6.9.1. General

6.9.1.1. **Configuration.** Each portable radio shall support conventional and trunked digital 2-way voice communications as a completely integral unit. Each integral unit shall consist of the following major components.

6.9.1.1.1. Receiver and transmitter.

6.9.1.1.2. Speaker and microphone.

6.9.1.1.3. Removable antenna.

6.9.1.2. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas,

remote speaker-microphones, batteries, chargers, and cables and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.9.1.3. **Accessory Connections.** External accessory electrical connectors shall be provided, as an integral part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, drop-in battery charger, remote speaker-microphone, remote speaker-microphone-antenna, software programmer, and a vehicular charger drop-in remote speaker-microphone-antenna.

6.9.1.4. **Dimensions.** Each radio shall measure no larger than 10” high by 3” wide by 2” deep, including battery and not including controls and antennas.

6.9.1.5. **Weight.** Each radio shall weigh a maximum of 33 ounces including battery pack and antenna.

6.9.1.6. **Housing.** Each radio shall be contained within a weather and impact resistant housing.

6.9.1.7. **Duty Cycle.** Each radio shall support an operational duty cycle of 3 seconds transit, 3 seconds receive and 54 seconds standby per minute. This 5-5-90 percent, per minute, duty cycle shall be supported by each radio for a minimum continuous period of 8 hours without changing batteries.

6.9.1.8. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All portable radio specifications in this document are referenced to +25 degrees Celsius, excluding battery specifications.

6.9.1.9. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the radio case. All controls must be able to function as intended when actuated while wearing appropriate protective gloves. Subject to the approval of State Purchasing, some functions may be ganged on shared external controls.

6.9.1.9.1. Power on-off.

6.9.1.9.2. Push-to-talk.

6.9.1.9.3. Receive audio volume control.

6.9.1.9.4. Channel selection.

6.9.1.9.5. Receive audio noise squelch sensitivity control.

6.9.1.9.6. Receive audio monitoring selection with CTCSS\CDCSS enabled.

6.9.1.9.7. Multiple-channel monitor (SCAN) controls.

6.9.1.10. **Display.** Each radio shall include an alpha-numeric LCD display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

6.9.1.11. **High Band Antennas.** Each high-band VHF portable radio shall be provided with a continuously-loaded, coil-spring type antenna. The operator-attachable antenna shall attach to the radio on the appropriate connection using an industry standard coaxial screw-on connector. BNC connectors are not permitted. To prevent inadvertent shorting, the antenna shall be covered with a dielectric coating.

6.9.1.12. **UHF / 700 and 800 MHz Antennas.** Each UHF and 700/800 MHz portable radio shall be provided with a flexible one-quarter wavelength antenna. The operator-attachable antenna shall attach to the radio on the appropriate connection using an industry standard coaxial screw-on connector. BNC connectors are not permitted. To prevent inadvertent shorting, the antenna shall be covered with a dielectric coating.

6.9.1.13. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation.

6.9.1.14. **CTCSS/ CDCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/CDCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. An external control shall be included on the radio case to permit receive audio monitoring of the channel by a radio user prior to transmitting. This control shall be separate from the Push-to-talk control. Radios shall support identical or different receive and transmit CTCSS/CDCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.9.1.15. **CTCSS/CDCSS with Multiple-Channel Operation.** When multiple-channel radio operation requires CTCSS/CDCSS on more than one

channel, the CTCSS/CDCSS encode and decode tones in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS/CDCSS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

6.9.1.16. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.9.1.17. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined, adjustable length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.9.1.18. **Two-Tone Paging (Crew Alerting).** Each radio should support industry standard two-tone paging including at a minimum the Motorola "Quick-Call" and General Electric "Type 99" two-tone formats.

6.9.1.19. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or "scanning." Three modes of scanning shall be supported as discussed below. The radios shall support scanning a minimum of 700 channels for VHF-HB/UHF and 700/800 MHz.

6.9.1.20. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

6.9.1.21. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

6.9.1.22. **Belt Clip.** Each radio shall be provided with a belt clip that interfaces with the carrying case. The belt clip shall be of a swivel-mount type to permit rapid installation and removal from the user's belt.

6.9.2. **Radio Programming**

6.9.2.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its battery for battery replacement. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on. The portable shall be able to clone a mobile radio.

6.9.2.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS/CDCSS encode and decode tones, two-tone paging encode and decode tones, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

6.9.2.3. When a procurement order is initiated by Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.9.2.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.9.2.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.9.2.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.

6.9.2.7. The programming software shall be provided with an unlimited license permitting Purchaser to make multiple copies for use by radio programmers.

6.9.3. **Optional General Accessories**

6.9.3.1. **Portable Radio Power**

6.9.3.1.1. When a procurement order is initiated Purchaser may elect to purchase the following general accessories.

6.9.3.1.2. **Remote Speaker-Microphone.** Each remote speaker-microphone shall be provided as a combination unit in one handheld enclosure and shall include a push-to-talk external control. The cabling and connector necessary to attach this accessory to the radio shall be provided with this unit.

6.9.3.1.3. **Remote Speaker-Microphone-Antenna.** Each remote speaker-microphone-antenna shall be provided as a combination unit in one handheld enclosure and shall include a push-to-talk external control. The cabling and connector necessary to attach this accessory to the radio shall be provided with this unit.

6.9.3.1.4. **Other Accessories.** These accessories include headsets, carrying cases, detachable cords, intercoms, jackboxes, panels/cables, etc.

6.9.3.2. **Portable Radio Power**

6.9.3.2.1. **Batteries**. Each radio shall be provided with two high-capacity rechargeable batteries. Each battery shall be constructed with Nickel-metal hydride or Lithium-ion cells. Each battery shall be configured by either connection or mechanical shape to eliminate the possibility of connecting the incorrect polarity to the radio.

6.9.3.2.2. **Battery Power Rating**. Each battery shall be rated with sufficient Amp-hours to permit operation with the manufacturer's specified load for 8 hours. Each battery shall support a portable radio standard duty cycle for one minute of 3 seconds transmitting, 3 seconds receiving (with the audio output power specified below), and 54 seconds on standby. This 5-5-90 percent, per-minute, duty cycle shall be supported by each battery for a continuous 8 hour period.

6.9.4. **Optional Portable Radio Power Accessories**

When a procurement order is initiated the Purchaser may elect to purchase the following general accessories.

6.9.4.1. **Rapid Batter Charger**. Each radio shall be provided with a rapid battery charger. The charger circuitry shall be matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.9.4.2. **Multiple Unit Rapid Battery Charger.** Each multiple unit rapid battery charger shall comply with all specifications for a rapid battery charger, as stated above, and support simultaneous rapid charging of a minimum of four batteries.

6.9.4.3. **Slow Battery Charger**

6.9.4.3.1. Each slow battery charger shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.9.4.3.2. **Charger Power.** Each slow charger shall be powered from a 120 Volt AC, 60 Hz single phase source using a standard AC plug. A visual indicator shall be included to indicate the charger is in operation.

6.9.4.3.3. **Charging Rate.** Each slow charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.9.4.3.4. **Charge Indicator.** Each slow charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.9.4.3.5. **Multiple Unit Slow Battery Charger.** Each multiple unit slow battery charger shall comply with all specifications for a slow

battery charger, as stated above, and support simultaneous slow charging of a minimum of four batteries.

6.9.4.4. **Smart Charger**

6.9.4.4.1. Each radio shall be provided with a smart battery charger. The charger circuitry shall be matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in receive or standby mode while charging the battery.

6.9.4.4.2. **Charger Power.** Each smart charger shall be powered from a 120 Volt AC, 60 Hz single phase source using a standard AC plug. A visual indicator shall be included to indicate the charger is in operation.

6.9.4.4.3. **Charging Rate.** Each smart charger shall function as a rapid charger and charge a discharged battery to 90% of its maximum charge within three hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.9.4.4.4. **Charge Indicator.** Each smart charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.9.4.4.5. **Analyzer Functions.** Each smart charger shall also provide discharging, analyzing, conditioning and cycle testing functions that track voltage and capacity. These functions shall be used to adjust for an optimum charge profile and prolong battery life.

6.9.4.5. **Multiple Unit Smart Charger.** Each multiple unit smart battery charger shall comply with all specifications for a smart battery charger, as stated above, and support simultaneous smart charging of a minimum of four batteries.

6.9.4.6. **Vehicular Charger**

6.9.4.6.1. Each vehicular charger shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of

the radio in receive or standby mode while charging the battery. The vehicular charger shall also function as a storage receptacle for the radio as installed in the vehicle.

6.9.4.6.2. **Cabling and Installation Kit**. Each vehicular charger shall be provided with a complete cabling and installation kit for installing and powering the charger. All connectors shall be locking type so that vibration does not disengage the connection.

6.9.4.6.3. **Charger Power.** Each vehicular charger shall be powered from a 12 Volt DC source. A visual indicator shall be included to indicate the charger is in operation.

6.9.4.6.4. **Charging Rate.** Each vehicular charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.9.4.6.5. **Charge Indicator.** Each vehicular charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.9.4.7. **Vehicular Charger With Remote Speaker, Microphone, and Antenna**

6.9.4.7.1. Each vehicular charger with remote speaker, microphone, and antenna shall be provided with charger circuitry that is matched to the battery cell technology. The charger shall provide a physical receptacle in which to insert the battery with or without the radio attached. The receptacle shall include a drop-in style automatic electrical connection between the charger and the battery. The charger shall permit operation of the radio in the transmit, receive or standby mode while charging the battery. The vehicular charger shall also function as a storage receptacle for the radio as installed in the vehicle.

6.9.4.7.2. **Additional Radio Interfaces.** When the radio is inserted in the vehicular charger the charger shall also automatically make connections between the radio and a mobile antenna, remote microphone, and remote speaker.

6.9.4.7.3. **Mobile Antenna Connection**. The vehicular charger shall be provided with an industry standard coaxial screw-on antenna connection to permit the charger to interface with a mobile mount antenna. BNC connectors are not permitted. This

connection shall automatically interface with the radio when it is inserted in the charger.

6.9.4.7.4. **Remote Microphone.** The vehicular charger shall be provided with a remote microphone and mount. This connection shall automatically interface with the radio when it is inserted in the charger.

6.9.4.7.5. **Remote Speaker.** The vehicular charger shall be provided with a remote speaker and mounting kit. The remote speaker shall meet the technical specifications for a mobile radio remote speaker as specified below.

6.9.4.7.6. **Cabling and Installation Kit**. Each vehicular charger shall be provided with a complete cabling and installation kit for installing and powering the charger, remote microphone, and remote speaker. All connectors shall be locking type so that vibration does not disengage the connection.

6.9.4.7.7. **Charger Power.** Each vehicular charger shall be powered from a 12 Volt DC source. A visual indicator shall be included to indicate the charger is in operation.

6.9.4.7.8. **Charging Rate.** Each vehicular charger shall charge a discharged battery to 100% of its maximum charge within a minimum of ten hours and a maximum of 16 hours. The charging rate and charging rate control shall be matched to the battery cell technology and shall not reduce its Amp-hour rating, or the rated number of charge cycles, and shall not otherwise damage the battery.

6.9.4.7.9. **Charge Indicator.** Each vehicular charger shall include an indicator to display the relative charge status of the battery. The indicator shall indicate a single point charge condition on the battery charging curve, i.e., a light that illuminates or increases in intensity when the battery reaches a specified charge level.

6.9.5. **P25 Compliant Portable Radio Equipment Environmental Specifications**

All portable radio equipment and accessories shall comply with the following specific MIL-STD-810 test methods and Standards (Category 1 only radios).

6.9.5.1. **Rain**

6.9.5.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain.

6.9.5.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain.

6.9.5.2. **Salt Fog**

6.9.5.2.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 509.5, Salt Fog, Procedure 1 (aggravated screening).

6.9.5.2.2. **MIL-STD-810, Revision F.** As an alternative to the above salt fog test, all radio equipment and accessories shall comply with Revision F, Test Method 509.4, Salt Fog, Procedure 1.

6.9.5.3. **Sand and Dust**

6.9.5.3.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 510.5, Sand and Dust, Procedure 1 for blowing dust.

6.9.5.3.2. **MIL-STD-810, Revision F.** As an alternative to the above sand and dust test, all radio equipment and accessories shall comply with Revision F, Test Method 510.4, Sand and Dust, Procedure 1 for blowing dust.

6.9.5.4. **Vibration**

6.9.5.4.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 514.6, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.9.5.4.2. **MIL-STD-810, Revision F.** As an alternative to the above vibration test, all radio equipment and accessories shall comply with Revision F, Test Method 514.5, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.9.5.5. **Physical Shock**

6.9.5.5.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 516.6, Shock, Procedure 1 for functional shock.

6.9.5.5.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 516.5, Shock, Procedure 1 for functional shock.

6.9.5.6. **High Temperature**

6.9.5.6.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 501.5, High Temperature, Procedure II for operations.

6.9.5.6.2. **MIL-STD-810, Revision F.** As an alternative to the above high temperature test, all radio equipment and accessories shall comply with Revision F, Test Method 501.4, High Temperature, Procedure II for operations.

6.9.5.7. **Humidity**

6.9.5.7.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 507.5, Humility, Procedure 1 (induced and natural) for humility.

6.9.5.7.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 507.4, Humility, Procedure 1 (induced and natural) for humility.

6.9.6. **P25 Compliant Portable VHF High-Band Performance Characteristics: 12.5 kHz- Category 1**

6.9.6.1. **Transmitter Performance Characteristics**

6.9.6.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.6.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.6.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.6.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.9.6.2. **Receiver Performance Characteristics**

6.9.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.6.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an

"as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.9.6.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.6.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.6.2.6. Radios operating with a 15 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.9.6.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.6.2.8. The intermodulation rejection ratio shall meet or exceed 73 dB.

6.9.7. P25 Portable VHF High-Band Performance Characteristics: 12.5 kHz-Category 2

6.9.7.1. Transmitter Performance Characteristics

6.9.7.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.7.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.7.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.7.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.9.7.2. Receiver Performance Characteristics

6.9.7.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.7.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.9.7.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.7.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.7.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.9.7.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.7.2.8. The intermodulation rejection ratio shall meet or exceed 73 dB.

6.9.8. P25 Portable VHF High-Band Performance Characteristics: 12.5 kHz-Category 3

6.9.8.1. Transmitter Performance Characteristics

6.9.8.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.8.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.8.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.9.8.2. Receiver Performance Characteristics

6.9.8.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.8.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.9.8.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.8.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.9.8.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.9.8.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.9.8.2.8. The intermodulation rejection ratio shall meet or exceed 50 dB.

6.9.9. P25 Compliant Portable UHF Band Performance Characteristics:12.5 kHz – Category 1

6.9.9.1. Transmitter Performance Characteristics

6.9.9.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.9.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.9.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.9.9.2. Receiver Performance Characteristics

6.9.9.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.9.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.9.9.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.9.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.9.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.9.9.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.9.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.9.10. P25 Compliant Portable UHF Band Performance Characteristics:12.5 kHz – Category 2

6.9.10.1. Transmitter Performance Characteristics

6.9.10.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.10.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.10.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.9.10.2. Receiver Performance Characteristics

6.9.10.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 200 channels and be able to receive on an “as

needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.10.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an "as needed" UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.9.10.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.10.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.10.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.9.10.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.10.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.9.11. P25 Portable UHF Band Performance Characteristics: 12.5 kHz– Category 3

6.9.11.1. Transmitter Performance Characteristics

6.9.11.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.11.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an "as needed" UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 4 Watts output RF power.

6.9.11.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.9.11.2. Receiver Performance Characteristics

6.9.11.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 50 channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.11.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to receive over an

“as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.9.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.9.11.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.11.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.9.11.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 40 dB.

6.9.11.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.9.11.2.8. The intermodulation rejection ratio shall meet or exceed 50 dB.

6.9.12. P25 Compliant Portable 700/800 MHz Band Performance Characteristics – 12.5 kHz – Category 1

6.9.12.1. Transmitter Performance Characteristics

6.9.12.1.1. Radios shall be able to transmit on a minimum of 500 when a procurement order is initiated.

6.9.12.1.2. Radios shall be able to transmit over a minimum of 24 kHz for 700 MHz frequency spread and a minimum of 18 kHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.12.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.9.12.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.9.12.2. Receiver Performance Characteristics

6.9.12.2.1. Radios shall be able to receive a minimum of 500 channels when a procurement order is initiated.

6.9.12.2.2. Radios shall be able to receive a minimum of 24 MHz for 700 MHz frequency spread and a minimum of 18 MHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.12.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.9.12.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.12.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.12.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.9.12.2.7. The spurious response rejection ratio shall meet or exceed 72 dB.

6.9.12.2.8. The intermodulation rejection ratio shall meet or exceed 72 dB.

6.9.13. **P25 Compliant Portable 700/800 MHz Band Performance Characteristics: 12.5 kHz – Category 2**

6.9.13.1. **Transmitter Performance Characteristics**

6.9.13.1.1. Radios shall be able to transmit a minimum of 200 channels when a procurement order is initiated.

6.9.13.1.2. Radios shall be able to transmit a minimum of 24 MHz for 700 MHz frequency spread and a minimum of 18 MHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.13.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.9.13.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB

6.9.13.2. **Receiver Performance Characteristics**

6.9.13.2.1. Radios shall be able to receive a minimum of 200 channels when a procurement order is initiated.

6.9.13.2.2. Radios shall be able to receive a minimum of 24 MHz for 700 MHz frequency spread and a minimum of 18 MHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.13.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.9.13.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.13.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.13.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.9.13.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.13.2.8. The intermodulation rejection ratio shall meet or exceed 72 dB.

6.9.14. P25 Portable 700/800 MHz Band Performance Characteristics: 12.5 kHz – Category 3

6.9.14.1. Transmitter Performance Characteristics

6.9.14.1.1. Radios shall be able to transmit a minimum of 50 channels when a procurement order is initiated.

6.9.14.1.2. Radios shall be able to transmit a minimum of 24 MHz for 700 MHz frequency spread and a minimum of 18 MHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.14.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 3 Watts output RF power.

6.9.14.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.9.14.2. Receiver Performance Characteristics

6.9.14.2.1. Radios shall be able to receive a minimum of 50 channels when a procurement order is initiated.

6.9.14.2.2. Radios shall be able to receive a minimum of 24 MHz for 700 MHz frequency spread and a minimum of 18 MHz for 800 MHz frequency spread when a procurement order is initiated.

6.9.14.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.9.14.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.14.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.9.14.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.9.14.2.7. The spurious response rejection ratio shall meet or exceed 60 dB.

6.9.14.2.8. The intermodulation rejection ratio shall meet or exceed 50 dB.

6.9.15. **P25 Compliant Portable Multi-Band Performance Characteristics: 12.5 kHz-Category 1**

6.9.15.1. **Transmitter Performance Characteristics**

6.9.15.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.15.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band and 700/800 MHz frequency spread and a minimum of 20 MHz for UHF frequency spread when a procurement order is initiated.

6.9.15.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 5 Watts output RF power for VHF-HB/UHF and a minimum of 3.0 Watts RF output power for 700/800 MHz.

6.9.15.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 47 dB for VHF-HB/UHF and 48 dB for 700/800 MHz.

6.9.15.2. **Receiver Performance Characteristics**

6.9.15.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels when a procurement order is initiated.

6.9.15.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band and 700/800 MHz frequency spread and a minimum of 20 kHz frequency spread for UHF when a procurement order is initiated.

6.9.15.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.23 uV at the

receiver RF input for VHF-HB, 0.21 uV for UHF and 0.25 for 700/800 MHz.

6.9.15.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.15.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 3 %.

6.9.15.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 65 dB.

6.9.15.2.7. The spurious response rejection ratio shall meet or exceed 70 dB for VHF-HB and 700/800 MHz, and 75 dB for UHF.

6.9.15.2.8. The intermodulation rejection ratio shall meet or exceed 72 dB for VHF-HB, 73 dB for UHF and 74 for 700/800 MHz.

6.9.16. **P25 Compliant Portable Multi-Band Performance Characteristics: 12.5 kHz-Category 2**

6.9.16.1. **Transmitter Performance Characteristics**

6.9.16.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.9.16.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band and 700/800 MHz frequency spread and a minimum of 20 MHz for UHF frequency spread when a procurement order is initiated.

6.9.16.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 5 Watts output RF power for VHF-HB/UHF and a minimum of 3.0 Watts RF output power for 700/800 MHz.

6.9.16.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 34 dB for VHF-HB/UHF and 40 dB for 700/800 MHz.

6.9.16.2. **Receiver Performance Characteristics**

6.9.16.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 700 channels when a procurement order is initiated.

6.9.16.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an

"as needed" VHF High-Band and 700/800 MHz frequency spread and a minimum of 20 kHz frequency spread for UHF when a procurement order is initiated.

6.9.16.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.25 uV at the receiver RF input.

6.9.16.2.4. The maximum audio output power shall be a minimum of 0.5 Watts of sound pressure level.

6.9.16.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.9.16.2.6. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.9.16.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.9.16.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.10. P25 Compliant Radio Frequency Control Stations

6.10.1. General

6.10.1.1. **Configuration.** Each radio frequency (RF) control station shall support conventional digital 2-way simplex voice communications as a completely integral unit. Plug-in style mobile radios and add-on power supplies are not permitted. Each integral RF Control Station unit shall consist of the following major components.

6.10.1.1.1. Receiver.

6.10.1.1.2. Variable output transmitter with internal power amplifier.

6.10.1.1.3. Power supply.

6.10.1.1.4. Remote desktop microphone and speaker interface.

6.10.1.2. **Interchangeability.** All equipment of the same and/or like models shall be supplied so that direct interchangeability between radios, antennas, audio circuits, power cables, and accessories can be accomplished without electrical, physical, firmware, or software modification.

6.10.1.3. **Accessory Connections.** External accessory electrical connectors shall be provided, as an integral part of the radio and accessory. Connectors shall be provided for, at a minimum, the antenna, audio circuits, power, remote desktop speaker and microphone, and software

programmer. Subject to the approval of the Purchaser some connectors may be ganged to share an interface.

6.10.1.4. **Mounting.** Each radio shall be provided with provisions for mounting in both four post racks and cabinets and two post relay racks. All necessary mounting flanges and hardware shall be included. Each radio shall support installation in a 19" wide rack or cabinet.

6.10.1.5. **Chassis Assembly**. Each radio shall be contained within an enclosed chassis assembly that protects the internal circuitry from physical damage and protects a radio maintainer from accidental shock. No exposed terminations such as uncovered terminal blocks or screw lugs shall be permitted. The only exception shall be a chassis ground lug. The chassis assembly shall also provide easy access to internal circuitry for servicing while installed in a rack or cabinet.

6.10.1.6. **Cabling and Installation Kit**. Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories.

6.10.1.7. **Duty-Cycle.** Each radio shall support an operational duty cycle of 10-10-80 per 5 minutes. This 20-80 percent, per 5 minute, duty cycle for shall be supported for a minimum continuous period of 8 hours.

6.10.1.8. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All base station radio specifications in this document are referenced to +25 degrees Celsius.

6.10.1.9. **Antenna Interface.** Each radio shall include a single industry standard coaxial connector to support simplex operation. An integral transmitter-receiver RF relay shall be used to support simplex operation via this single antenna connection.

6.10.1.10. **Remote Radio Interfacing and Control**

6.10.1.11. **Audio Interface.** Each radio shall support both a 2 wire and a 4 wire audio circuit interface. The input audio interface shall provide a 600 Ohm load and support audio levels between -20 and 10 dBm. The output audio interface shall provide an adjustable audio level between -20 and 0 dBm when presented with a 600 Ohm load. Both the audio input and output interfaces shall meet or exceed TIA 603-D audio fidelity specifications.

6.10.1.11.1. **Tone Control.** Each radio shall support remote in-band audio tone control via the audio interface. The tone control functions shall be programmable and include but not be limited to transmitter keying, CTCSS/CDCSS circuit disabling to monitor

the received audio before transmitting, and carrier operated switching to support voter operation.

6.10.1.11.2. **E&M Signaling.** Each radio shall support remote out-of-band E&M signaling via a 4 wire interface compatible with industry standard PCM channel-banks. The E&M signaling functioning shall include but not be limited to transmitter keying via the E-lead and carrier operated switching via the M-lead to support voter operation.

6.10.1.12. **Local Radio Control**. Each radio shall include a remote desktop microphone and speaker. This equipment shall include a PTT switch, receive audio speaker, receive audio mute and volume control, and receive audio monitoring switch to bypass the squelch before transmitting. The minimum cable lengths for the microphone and speaker shall be 20 feet.

6.10.1.13. **Status Indicators.** Illuminated indicators shall be provided on the front of the radio to indicate the following functions at a minimum.

6.10.1.13.1. Power-on condition.

6.10.1.13.2. Transmitter energized condition.

6.10.1.13.3. Internal alarm condition.

6.10.1.14. **VSWR Monitoring Circuit.** Each radio shall be provided with a VSWR monitoring circuit that monitors the VSWR during transmission and

detects a high VSWR condition. When a high VSWR condition is detected by the circuit, the transmitter shall automatically reduce power to a level that will not damage the radio when transmitting continuously into any high VSWR condition. When a low VSWR condition has been reestablished, the radio shall resume operation at the original power setting.

6.10.1.15. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.

6.10.1.16. **CTCSS/CDCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/CDCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. In local control an automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the PTT control. Radios shall support identical or different receive and transmit CTCSS/CDCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.10.1.17. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.10.1.18. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.10.1.19. **Two-Tone Paging (Crew Alerting).** Each radio should support industry standard two-tone paging including at a minimum the Motorola “Quick-Call” and General Electric “Type 99” two-tone formats.

6.10.1.20. **Radio Programming**

6.10.1.20.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on.

6.10.1.20.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS/CDCSS encode and decode tones, two-tone paging encode and decode tones and all configurable radio operation settings.

6.10.1.20.3. When a procurement order is initiated by the Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the Purchaser.

The intent is to ensure that radios are ready for use upon delivery.

6.10.1.20.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.10.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.10.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.

6.10.1.20.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.

6.10.2. **RF Control Station Radio Power.**

6.10.2.1. Each radio shall be powered from a 120 Volt, 60 Hz, AC source.

6.10.2.2. Each radio shall include an integrated 120 Volt AC power supply that provides all necessary AC and DC voltage and current requirements for the radio and any accessories. The power supply shall be a non-linear, high-frequency, switching power supply design.

6.10.2.3. The power supply design shall support 10-10-80 duty cycle at full transmit power without adversely effecting any of the transmitter or receiver specifications stated below.

6.10.2.4. Unintentional radiated and conducted emissions by a radio while transmitting or receiving must also not adversely effect the performance of an identical radio, powered from the same 120 Volt AC source and operating next to it in the same rack or an adjacent rack.

6.10.2.5. The 120 Volt AC power interface shall be field replaceable by mechanical methods (no soldering). Integrated 120 Volt AC line fuses shall be accessible without opening the chassis.

6.10.3. **P25 Compliant Control Station VHF High-Band Performance Characteristics: 12.5 kHz – Category 1**

6.10.3.1. **Transmitter Performance Characteristics**

6.10.3.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.3.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.3.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.3.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.10.3.2. **Receiver Performance Characteristics**

6.10.3.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.3.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.3.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.30 uV at the receiver RF input.

6.10.3.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.3.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.3.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.10.3.2.7. The spurious response rejection ratio shall meet or exceed 80 dB.

6.10.3.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.10.4. P25 Compliant Control Station VHF High-Band Performance Characteristics: 12.5 kHz – Category 2

6.10.4.1. Transmitter Performance Characteristics

6.10.4.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.4.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.4.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.4.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.10.4.2. Receiver Performance Characteristics

6.10.4.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.4.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.4.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.30 uV at the receiver RF input.

6.10.4.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.4.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.4.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.10.4.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.10.4.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.10.5. P25 Control Station VHF High-Band Performance Characteristics: 12.5 kHz – Category 3

6.10.5.1. Transmitter Performance Characteristics

6.10.5.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.5.1.2. Radios shall be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.5.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.5.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 32 dB.

6.10.5.2. Receiver Performance Characteristics

6.10.5.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.5.2.2. Radios shall be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.5.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.10.5.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.5.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.5.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.10.5.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.10.5.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.10.6. P25 Compliant Control Station UHF Band Performance Characteristics: 12.5 kHz- Category 1

6.10.6.1. **Transmitter Performance Characteristics**

6.10.6.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.6.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.6.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.6.1.4. Radio shall transmit with a minimum FM hum and noise ratio of 39 dB.

6.10.6.2. **Receiver Performance Characteristics**

6.10.6.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.6.2.2. Radios shall be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.10.6.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.6.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.6.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.10.6.2.7. The spurious response rejection ratio shall meet or exceed 80 dB.

6.10.6.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.10.7. **P25 Compliant Control Station UHF Band Performance Characteristics: 12.5 kHz- Category 2**

6.10.7.1. **Transmitter Performance Characteristics**

6.10.7.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.7.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.7.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.7.1.4. Radio shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.10.7.2. **Receiver Performance Characteristics**

6.10.7.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.7.2.2. Radios shall be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.10.7.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.7.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.7.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.10.7.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.10.7.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.10.8. **P25 Control Station UHF Band Performance Characteristics: 12.5 kHz-Category 3**

6.10.8.1. **Transmitter Performance Characteristics**

6.10.8.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.8.1.2. Radios shall be able to transmit over an “as needed” UHF frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.8.1.3. Radios shall transmit at 40 Watts output RF power, over a 20-80 duty cycle. Each radio shall also support variable output power via software configuration and operate over a minimum 3 dB range.

6.10.8.1.4. Radio shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.10.8.2. **Receiver Performance Characteristics**

6.10.8.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.8.2.2. Radios shall be able to receive over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.10.8.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.8.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.8.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.10.8.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.10.8.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.10.9. **P25 Compliant Control Station 700/800MHz Band Performance Characteristics: 12.5 kHz – Category 1**

6.10.9.1. **Transmitter Performance Characteristics**

6.10.9.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.9.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 19 Watts output RF power for 700 MHz and 30 watts for 800 MHz.

6.10.9.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.10.9.2. **Receiver Performance Characteristics**

6.10.9.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.9.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.10.9.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.9.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.9.2.6. The adjacent channel rejection ratio shall meet or exceed 63 dB.

6.10.9.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.10.9.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB

6.10.10. **P25 Compliant Control Station 700/800MHz Band Performance Characteristics: 12.5 kHz – Category 2**

6.10.10.1. **Transmitter Performance Characteristics**

6.10.10.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.10.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.10.1.3. Radios shall be able to transmit with a full-power rating of a

minimum of 19 Watts output RF power for 700 MHz and 30 watts for 800 MHz.

6.10.10.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.10.10.2. **Receiver Performance Characteristics**

6.10.10.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.10.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.10.10.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.10.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.10.2.6. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.10.10.2.7. The spurious response rejection ratio shall meet or exceed 75 dB.

6.10.10.2.8. The intermodulation rejection ratio shall meet or exceed 75 dB.

6.10.11. **P25 Control Station 700/800MHz Band Performance Characteristics: 12.5 kHz – Category 3**

6.10.11.1. **Transmitter Performance Characteristics**

6.10.11.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.11.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 18 Watts output RF power for 700 MHz and 30 watts for 800 MHz.

6.10.11.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.

6.10.11.2. **Receiver Performance Characteristics**

6.10.11.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.10.11.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.10.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.50 uV at the receiver RF input.

6.10.11.2.4. The maximum audio output power shall be a minimum of 5 Watts of sound pressure level at each speaker provided.

6.10.11.2.5. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.10.11.2.6. The adjacent channel rejection ratio shall meet or exceed 40 dB.

6.10.11.2.7. The spurious response rejection ratio shall meet or exceed 70 dB.

6.10.11.2.8. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.11. **P25 Compliant Vehicular Repeaters**

6.11.1. **General** Supports trunking and conventional systems.

6.11.1.1. **Housing.** Each radio shall be contained within a weather and impact resistant housing.

6.11.1.2. **Duty Cycle.** Each radio shall support an operational duty cycle of 1 minute transit, and 4 minutes receive per 5 minutes. This 20-80 percent, per 5 minute, duty cycle shall be supported for a minimum continuous period of 8 hours.

6.11.1.3. **Ambient Operational Temperature Range:** Each radio shall operate in an ambient temperature range of -30 degrees Celsius to +60 degrees Celsius. All mobile radio specifications in this document are referenced to +25 degrees Celsius.

6.11.1.4. **External Controls.** Each radio shall support the following minimum number of control functions, each accessible from separate controls on the outside of the control unit or dash mount radio package (including remote speaker-microphone). All controls must be able to function as intended when actuated while wearing appropriate protective gloves.

6.11.1.4.1. Power on-off.

6.11.1.4.2. Push-to-talk.

6.11.1.4.3. Receive audio volume control.

6.11.1.4.4. Channel selection.

6.11.1.4.5. Receive audio noise squelch sensitivity control.

6.11.1.4.6. Receive audio monitoring selection with CTCSS enabled.

6.11.1.4.7. Multiple-channel monitor (SCAN) controls.

6.11.1.4.8. DTMF selection.

6.11.1.5. **Display.** Each control unit or dash mount radio package shall include a 12 character alpha-numeric LCD display. The display shall facilitate radio usage and assist in the operation of external controls. The display shall be illuminated momentarily when any external control is actuated.

6.11.1.6. **Remote Microphone.** Each control unit or dash mount radio package shall include a handheld microphone with a PTT switch. Each microphone shall be detachable by the user.

6.11.1.7. **External Remote Speaker.** Each control unit or dash mount radio package shall include a separate external remote speaker. The speaker audio power and distortion specifications are listed below under receiver characteristics.

6.11.1.8. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6

dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation.

6.11.1.9. **CTCSS/CDCSS.** Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/CDCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. An automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the Push-to-talk control. Radios shall support identical or different receive and transmit CTCSS/CDCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.

6.11.1.10. **CTCSS/CDCSS with Multiple-Channel Operation.** When multiple-channel radio operation requires CTCSS/CDCSS on more than one channel, the CTCSS/CDCSS encode and decode tones in each radio shall be automatically switched by channel selection. When switching between channels that require CTCSS/CDCSS operation and channels that require audio noise squelch operation the mode of squelch operation shall be automatically switched by channel selection.

6.11.1.11. **Squelch Tail Elimination.** Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.

6.11.1.12. **Transmitter Time-Out Timer.** Each radio shall contain an integral, internal time-out timer to prevent inadvertent keying of the transmitter for an extended period of time. The time-out timer shall inhibit the transmitter when the radio transmission exceeds a predetermined adjustable length of time not to exceed 120 seconds. Provisions shall be included to permit the operator to reinitiate transmission immediately following transmitter inhibiting by the time-out timer.

6.11.1.12.1. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or “scanning.” Three modes of scanning shall be supported as discussed below. The radios shall support scanning a minimum of 700 channels for VHF high band, UHF, and 700/800 MHz radios.

6.11.1.12.2. **Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. If the channel being monitored is not the programmed priority channel, the radio shall continue to scan the priority channel for the presence of a voice signal at such a rate that audio intelligibility is not seriously impaired. The presence of a voice signal on the priority

channel shall cause the priority channel audio to be heard through the speaker with no loss of priority audio information. While the priority channel is being received the radio shall cease sampling the non-priority channel(s).

6.11.1.12.3. **Non-Priority Scan Mode.** In this mode, each radio shall be able to sequentially sample a programmed number of receive channels. When a voice signal becomes present on any sampled channel, the audio shall be heard through the speaker. While the voice signal is being received the radio shall cease sampling other channels. When the voice signal terminates, the radio shall resume sequential sampling after a suitable amount of time to ensure complete audio reception of the received voice signal.

6.11.1.13. **Radio Programming**

6.11.1.13.1. Each radio shall be programmable. Programming shall permit specific user profiles to be stored in each radio to facilitate operation by different user groups. Programmed parameter memory shall be non-volatile so that no settings are lost when the radio is powered off or when the radio is momentarily disconnected from its power source. The last channel selected shall appear as the selected channel after the radio is turned back on. The last selected scan mode shall also reinitiate after the radio is turned back on.

6.11.1.13.2. Parameters that shall be programmable and stored include but are not limited to channel number, channel frequency, CTCSS/CDCSS encode and decode tones, priority channel number and frequency, multiple channel scan settings and all configurable radio operation settings.

6.11.1.13.3. When a procurement order is initiated by the Purchaser the order will include a list of parameter configurations that the vendor shall program in each radio at no cost to the Purchaser. The intent is to ensure that radios are ready for use upon delivery.

6.11.1.13.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.11.1.13.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface

device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.

6.11.1.13.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.

6.11.1.13.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers and testing facilities throughout the state.

6.11.1.13.8. **Vehicular Repeaters.** Each radio equipped as a vehicular repeater shall support operation as a full-duplex in-band or cross-band repeater. Full-duplex operation shall permit simultaneous reception and transmission on separate channels without compromising any of the radio performance specifications listed below. The vendor shall specify and provide any necessary filtering and duplexer equipment required to maintain transmitter and receiver performance. The following in-band and cross-band combinations shall be supported by mobile vehicular repeaters. The Purchaser will provide the vendor with the specific combination to be implemented when a procurement order is initiated.

6.11.1.13.9. VHF high-band in-band repeating.

6.11.1.13.10. UHF in-band repeating.

6.11.1.13.11. 700/800 MHz in-band repeating.

6.11.1.13.12. VHF high-band to UHF cross-band repeating.

6.11.1.13.13. 700 MHz to 800 MHz cross-band repeating.

6.11.2. **Optional General Accessories**

6.11.2.1. When a procurement order is initiated State Purchasing may elect to purchase the following general accessories.

6.11.2.2. **Remote DTMF Microphone.** Each control unit or dash mount radio package shall include a handheld DTMF touchpad microphone with a PTT switch. Each DTMF microphone shall be detachable by the user.

6.11.2.3. **Dual Control Units**. Each trunk mount radio configuration shall support dual separate control units. These control units may be daisy chained or individually connected to the trunk mount unit.

6.11.3. **Vehicular Radio Power**

6.11.3.1. Each mobile radio shall be powered from a 12 Volt DC source.

6.11.3.2. **Vehicle Ignition Sensing.** Each radio shall include provisions to operate with or without ignition sensing. Without ignition sensing, the radio shall be installed such that the radio power supply is isolated from the vehicle starting circuit, always providing power to the radio. With ignition sensing, the radio shall be disconnected from the radio power supply during vehicle ignition or when the vehicle is powered off. Ignition control may be accomplished internally or with an external relay. The radio operational modes and programming shall not be affected in either operational mode (with or without ignition sensing). The operational mode will be selected by the Purchaser when a procurement order is initiated.

6.11.3.3. **Power-Line Filter.** Each radio shall include a power-line filter to reduce power-line noise emissions such as alternator noise. Installation provisions shall permit the installation of this filter at the end of the power cable that terminates at the battery.

6.11.4. **Vehicular Radio Equipment Environmental Specifications**

All mobile radio equipment and accessories shall comply with the following specific MIL-STD-810 test methods and Standards. Each subsystem, including but not limited to, integrated transmitter and receiver units, separate control units, cabling harnesses, and microphones shall meet all of the following environmental specifications (**Category 1 radios only**).

6.11.4.1. **Rain**

6.11.4.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain.

6.11.4.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain.

6.11.4.2. **Salt Fog**

6.11.4.2.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 509.5, Salt Fog, Procedure 1 (aggravated screening).

6.11.4.2.2. **MIL-STD-810, Revision F.** As an alternative to the above salt fog test, all radio equipment and accessories shall comply with Revision F, Test Method 509.4, Salt Fog, Procedure 1.

6.11.4.3. **Sand and Dust**

6.11.4.3.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 510.5, Sand and Dust, Procedure 1 for blowing dust.

6.11.4.3.2. **MIL-STD-810, Revision F.** As an alternative to the above sand and dust test, all radio equipment and accessories shall comply with Revision F, Test Method 510.4, Sand and Dust, Procedure 1 for blowing dust.

6.11.4.4. **Vibration**

6.11.4.4.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 514.6, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.11.4.4.2. **MIL-STD-810, Revision F.** As an alternative to the above vibration test, all radio equipment and accessories shall comply with Revision F, Test Method 514.5, Vibration, Procedure 1, Category 4 (Truck/Trailer Secured Cargo).

6.11.4.5. **Physical Shock**

6.11.4.5.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 516.6, Shock, Procedure 1 for functional shock.

6.11.4.5.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 516.5, Shock, Procedure 1 for functional shock.

6.11.4.6. **High Temperature**

6.11.4.6.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 501.5, High Temperature, Procedure II for operations.

6.11.4.6.2. **MIL-STD-810, Revision F.** As an alternative to the above high temperature test, all radio equipment and accessories shall comply with Revision F, Test Method 501.4, High Temperature, Procedure II for operations.

6.11.4.7. **Humidity**

6.11.4.7.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 507.5, Humility, Procedure 1 (induced and natural) for humility.

6.11.4.7.2. **MIL-STD-810, Revision F.** As an alternative to the above shock test, all radio equipment and accessories shall comply with Revision F, Test Method 507.4, Humility, Procedure 1 (induced and natural) for humility.

6.11.5. **P25 Compliant VRS VHF High-Band Performance Characteristics:12.5 kHz-Category 1**

6.11.5.1. **Transmitter Performance Characteristics**

6.11.5.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.5.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.5.1.3. Radios shall be able to transmit output before filters power rating of a minimum of 0.1-2 Watts output RF power.

6.11.5.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.11.5.2. **Receiver Performance Characteristics**

6.11.5.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to receive on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.5.2.2. Radios operating with a 15 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.5.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.5.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.5.2.5. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.11.5.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.5.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.11.6. **P25 Compliant VRS VHF High-Band Performance Characteristics:12.5 kHz-Category 2**

6.11.6.1. **Transmitter Performance Characteristics**

6.11.6.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.6.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.6.1.3. Radios shall be able to transmit output before filters power rating of a minimum of 0.1-2 Watts output RF power.

6.11.6.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.11.6.2. **Receiver Performance Characteristics**

6.11.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.6.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.6.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.6.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.6.2.5. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.11.6.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.6.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.11.7. P25 VRS VHF High-Band Performance Characteristics:12.5 kHz- Category 3

6.11.7.1. Transmitter Performance Characteristics

6.11.7.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.7.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to transmit over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.7.1.3. Radios shall be able to transmit output before filters power rating of a minimum of 0.1-2 Watts output RF power.

6.11.7.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.11.7.2. Receiver Performance Characteristics

6.11.7.2.1. Radios operating with a 12.5 kHz channel spacing shall support

a minimum of six channels and be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.7.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 24 MHz frequency spread be able to receive over an “as needed” VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.7.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.11.7.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.7.2.5. The adjacent channel rejection ratio shall meet or exceed 55 dB.

6.11.7.2.6. The spurious response rejection ratio shall meet or exceed 65 dB.

6.11.7.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 70 dB.

6.11.8. P25 Compliant VRS UHF Band Performance Characteristics: 12.5 kHz-Category 1

6.11.8.1. Transmitter Performance Characteristics

6.11.8.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.8.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.8.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.1-2 Watts output RF power.

6.11.8.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.11.8.2. Receiver Performance Characteristics

6.11.8.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.8.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.8.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.8.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.8.2.5. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.11.8.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.8.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.11.9. P25 Compliant VRS UHF Band Performance Characteristics: 12.5 kHz- Category 2

6.11.9.1. Transmitter Performance Characteristics

6.11.9.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.9.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.9.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.1-2 Watts output RF power.

6.11.9.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 37 dB.

6.11.9.2. Receiver Performance Characteristics

6.11.9.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.9.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.9.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.9.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.9.2.5. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 60 dB.

6.11.9.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.9.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 75 dB.

6.11.10. P25 VRS UHF Band Performance Characteristics: 12.5 kHz- Category 3

6.11.10.1. **Transmitter Performance Characteristics**

6.11.10.1.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.10.1.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over

an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.10.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.1-2 Watts output RF power.

6.11.10.1.4. Radios operating with a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 35 dB.

6.11.10.2. **Receiver Performance Characteristics**

6.11.10.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of six channels and be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.10.2.2. Radios operating with a 12.5 kHz channel spacing shall support a minimum 20 MHz frequency spread be able to transmit over an “as needed” UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.10.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.11.10.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.10.2.5. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum adjacent channel rejection ratio of 55 dB.

6.11.10.2.6. The spurious response rejection ratio shall meet or exceed 65 dB.

6.11.10.2.7. Radios operating with a 12.5 kHz channel spacing shall receive with a minimum intermodulation rejection ratio of 65 dB.

6.11.11. **P25 Compliant VRS 700/800MHz Band Performance Characteristics: 12.5 kHz- Category 1**

6.11.11.1. **Transmitter Performance Characteristics**

6.11.11.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.11.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.11.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.25-1 Watts output RF power.

6.11.11.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 33 dB.

6.11.11.2. **Receiver Performance Characteristics**

6.11.11.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.11.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.11.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.11.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.11.2.5. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.11.11.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.11.2.7. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.11.12. **P25 Compliant VRS 700/800MHz Band Performance Characteristics: 12.5 kHz- Category 2**

Transmitter Performance Characteristics

6.11.12.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.12.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.12.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.25-1 Watt output RF power.

6.11.12.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 33 dB.

6.11.12.2. **Receiver Performance Characteristics**

6.11.12.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.12.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.12.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.32 uV at the receiver RF input.

6.11.12.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.12.2.5. The adjacent channel rejection ratio shall meet or exceed 60 dB.

6.11.12.2.6. The spurious response rejection ratio shall meet or exceed 70 dB.

6.11.12.2.7. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.11.13. **P25 VRS 700/800MHz Band Performance Characteristics: 12.5 kHz – Category 3**

6.11.13.1. **Transmitter Performance Characteristics**

6.11.13.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.13.1.2. Radios shall be able to transmit over an “as needed” 700/800 MHz frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.13.1.3. Radios shall be able to transmit with a full-power rating of a minimum of 0.25-1 Watt output RF power.

6.11.13.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 30 dB.

6.11.13.2. **Receiver Performance Characteristics**

6.11.13.2.1. Radios shall be able to receive on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated.

6.11.13.2.2. Radios shall be able to receive over an “as needed” 700/800 MHz Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.11.13.2.3. The radio receiver audio output shall achieve a minimum of 12 dB SINAD using a reference sensitivity of 0.35 uV at the receiver RF input.

6.11.13.2.4. The audio distortion with maximum audio output power shall be less than or equal to +/- 5 %.

6.11.13.2.5. The adjacent channel rejection ratio shall meet or exceed 55 dB.

6.11.13.2.6. The spurious response rejection ratio shall meet or exceed 65 dB.

6.11.13.2.7. The intermodulation rejection ratio shall meet or exceed 70 dB.

6.12. P25 Compliant Dispatch Consoles- Category 1

6.12.1. General

6.12.1.1. **Applications/features.** The dispatch console is to be P25 complaint with the following summary features: Independent and simultaneous operation of primary communications consoles and remote control consoles; Supervisory control; Parallel transmit/busy indicator and transmit lock-out; Minimum speaker audio volume control; Intercom operation; Cross-patch operation; Standard control functions; Headset switching; Channel Functions, including call indicator, transmit switch indicator; mute switch indicator; select switch indicator; transmit busy indication; Transmit Supervisory Control, Speakers, Speaker Volume Control, Microphone; Clock and Metering; Intercom Switch; Monitor Switch; Alert Tone Switch; Unselected Speaker All-Mute; Simultaneous Channel Section; Cross Patch Switch and Indicator; Pedal Foot Switch; Cross Muting; Keyed Channel Interlocks; Headset Jack; Headset; Headset Radio/Telephone Interface; Utility Switch; and ID features.

6.12.1.2. The dispatch console must integrate telephony and radio, call handling, monitoring and logging functions into a single operator interface.

6.12.1.3. **Features:** The systems must have dispatch application controls radio, paging and telephone operations and allows for desktop configuration, as well as integration of 9-1-1 radio dispatch. The consoles shall also provide for integration of 9-1-1 and mapping, instant recall recorder and fire station alerting. In addition, the console shall be able to patch radio to telephone and radio to radio for at least 24 frequencies.

6.12.2. **MINIMUM SPECIFICATIONS:** At a minimum, the dispatch consoles shall meet the minimum specifications:

END-TO-END	
Frequency Response	9.5
Hum and Noise	50 dB below rated output on any port
Cross Talk	Less than -65 dB at 0 dB transmit level
Level Control	Digital AGC Microphone: -60 to -22 dBm Receive Line: -60 to +11 dBm
TRANSMIT LINE OUTPUTS	
Signal to Noise **Audio Output** **Audio Distortion** **Line Output** **Output Impedance** **Compression**	50 dBm minimum +10 dBm minimum into a 600 ohms load 2% or less throughout compression Adjustable from -60 to +11 dBm 600 ohms Increase of 30 dB, the output shall not increase > 3 dB
RECEIVER LINE INPUTS	
Compression **Threshold of Compression** **Frequency Response** **Signal to Noise** **Audio Distortion** **Input Impedance** **Call Light Sensitivity**	With an audio increase of 30 dB, the output shall not increase > 3 dB -25 dBm at 1 kHz, adjustable +1, -3 dB, 300 to 3000 Hz (1kHz reference) 55 dB minimum 2% maximum Selectable 600 ohms or bridging -30 dBm (nominal)
Power Input	110-240 VAC, 60 Hz, 1.6 Amp max

Transmit (Telephone to Radio)	
Sensitivity	-30 dBm
Attach Time	20 msec (nominal)
Frequency Response	+1, -3 dB, 300 to 3000 Hz (1kHz reference)
Output Level	Commensurate with console system input requirements

Distortion	Less than 5% at rated output
Compression	With an audio increase of 30 dB, the output shall not increase > 3 dB

Receive (Radio to Telephone)	
Sensitivity	-25 dBm
Attach Time	20 msec (nominal)
Frequency Response	+1, -3 dB, 300 to 3000 Hz (1kHz reference)
Output Level	+10 dBm (adjustable)
Distortion	Less than 5% at rated output (+10 dBm)
Compression	With an audio increase of 30 dB, the output shall no increase > 3 dB

6.12.3. **Configuration.** Each console shall support conventional and trunked circuits, both analog and digital. Each integral unit shall consist of the following major components.

6.12.3.1. Personal Computer.

6.12.3.2. Monitor.

6.12.3.3. Microphone.

6.12.3.4. Mouse and keyboard.

6.12.3.5. Software.

6.12.3.6. Instant Recall Recorder.

6.12.3.7. Single foot pedal switch.

6.12.4. **OPTIONAL GENERAL ACCESSORIES.**

When a procurement order is initiated, the Purchaser may elect to purchase the following general accessories.

6.12.4.1. Dual-Pedal foot switch.

6.12.4.2. Desktop gooseneck microphone.

6.12.4.3. Jackbox.

6.12.4.4. Headset.

6.12.4.5. Logging Recorders by channel capacity.

6.12.4.6. 9-1-1 and Mapping

6.12.4.7. Console Furniture.

6.12.4.8. Other Accessories.

6.13. Batteries and Accessories

6.13.1. General

6.13.2. Scope and Classification

6.13.2.1. The following specification covers rechargeable batteries as indicated below.

6.13.2.2. **Rechargeable -** Two-way radio batteries.

6.13.3. Portable Radio Power

6.13.3.1. **Batteries**. Each rechargeable radio battery shall be high-capacity, and shall be constructed with Nickel-metal hydride, Lithium-ion or Li-Polymer cells. Each battery shall be configured by either connection or mechanical shape to eliminate the possibility of connecting the incorrect polarity to the radio.

6.13.3.2. **Battery Power Rating**. Each battery shall be rated with sufficient Amp-hours to permit operation with the manufacturer's specified load for 8 hours. Each battery shall support a portable radio standard duty cycle for one minute of 3 seconds transmitting, 3 seconds receiving (with the audio output power specified below), and 54 seconds on standby. This 5-5-90 percent, per-minute, duty cycle shall be supported by each battery for a continuous 8 hour period.

6.13.3.3. **Vendor Radios Approved Under This Contract.** Vendors portable radios approved under this contract are authorized to offer their portable batteries to the Purchaser under this contract. Third-party vendors are also authorized to offer portable batteries to the Purchaser.

6.13.4. Applicable Publications and Laws

The following publications (issue in effect on date of Invitation to Bid) and laws shall form a part of this specification:

6.13.4.1. **Florida Statutes:**

6.13.4.1.1. American National Standards Institute (ANSI), Inc. Standards

6.13.4.1.2. No. C18.1 - Specifications for Dry Cells and Batteries. (Application for copies should be addressed to the American

National Standards Institute, Inc., 1430 Broadway, New York, NY 10018)

6.13.5. **Requirements**

6.13.5.1. **General:** Cells and batteries supplied in accordance with this specification shall conform to the requirements of Section 403.7192, Florida Statutes, and where applicable, ANSI C18.1.

6.13.5.2. **Configuration:** Type of batteries products, and prices are to be included in the bid specification sheet.

6.13.5.3. Product Description: An acceptable product is defined as one that:

6.13.5.4. Is made of materials, design, capacity, functional characteristics and size within the range as herein specified.

6.13.5.5. Where applicable, successfully completes test and performance requirements listed in ANSI C18-1.

6.13.5.6. **Qualification:** When requested, bidders of all brands of dry cell non-rechargeable batteries, shall submit a letter from the manufacturer certifying that the items are equal to or exceed the performance requirements listed in ANSI C18.1. All rechargeable batteries shall be equivalent to those manufactured as original equipment for 2-way portable/personal radios, mobile radios, pagers, dictation equipment, flashlights etc. When requested, bidders of all rechargeable battery brands shall submit certification and may be required to provide proof that the rechargeable batteries are from the original equipment manufacturer (OEM) or equivalent.

6.13.5.7. **Appearance, Serviceability or Safety of the User in Normal Intended Use:** Batteries having any of the following defects shall be considered as not complying with this requirement: Loose terminals, spring clips or plug-in terminals that do not make and maintain positive connections to the external circuit, corrosion of terminals, loose or broken seals, leaking or distorted containers.

6.13.5.8. **Technical Documentation For Bid Evaluation**: If bidding other than the make(s) and model(s) specified, technical documentation shall be provided to demonstrate compliance with the following requirements: Size, volts, NEDA number, chemical system, rating (or classification), terminals, milliampere-hour (MAH), and recharging rate (where applicable to the product(s) bid). Manufacturer's specification sheet(s) or technical publication(s) are acceptable to demonstrate compliance with the above requirements. Individual specifications and requirements must be addressed; a general statement such as "complies with all requirements" is not acceptable. Products bid must meet or exceed all specifications.

6.13.6. **Other Accessories.**

When a procurement order is initiated, the Purchaser may elect to purchase other accessories for mobile and portable radios and other radio equipment, such as listed below (not all inclusive). These items may be offered from the vendor or a third party vendor.

6.13.6.1. Headset

6.13.6.2. Detachable Cords

6.13.6.3. Intercom

6.13.6.4. Panels/cables

6.13.6.5. Jackbox

6.13.6.6. Other items offered by the vendor

6.14. **Requirements**

6.14.1. **Sampling and Inspection**

6.14.2. **Random Samples**: Samples of delivered items may be selected at random and tested for compliance with these specifications.

6.14.3. **Preparation for Delivery**

6.14.3.1. Packing: All items shall be packed to ensure safe delivery to destination at lowest rates.

6.14.3.2. Toxics in Packaging: Packaging shall comply with the requirements of Florida Statute 403.7191.

6.14.3.3. Marking for Shipment: Each container shall be marked to include the following:

6.14.3.3.1. Description of Item

6.14.3.3.2. Name of Vendor

6.14.3.3.3. State Contract and Purchase Order Numbers. Each case, as well as each individual carton inside of case, shall be dated with date of manufacture.

6.14.4. **Notes**

6.14.4.1. Commodities procured under this specification shall not deviate from those originally contracted for without written approval from the State Purchasing.

6.14.4.2. This specification shall, until revised or rescinded by State Purchasing, apply to each future purchase and contract for the commodities described herein.

6.14.4.3. It is the intent of the State of Florida to encourage the use of commodities containing recycled content. Bidders are encouraged to report such availability to State Purchasing for determination of price preference eligibility according to Section 287.045, Florida Statutes.

6.15. PRODUCT MODIFICATIONS AND REVISIONS

6.15.1. Modifications and Revisions During The Contract Period

6.15.1.1. **Product Line Changes.** If during the contract period the manufacturer modifies any product bid under this contract then the vendor must inform State Purchasing immediately. The notification must include any pertinent information regarding changes in the product's technical specifications. State Purchasing will then determine if the modified product is still compliant with the technical specifications. If State Purchasing determines that it is compliant then the vendor will supply the new product at no additional cost for the remainder of the contract period. If State Purchasing determines that the modified product is not compliant then the vendor will continue to supply the original product. If

the original product is no longer available then the product will be treated as a cancelled product as described below.

6.15.1.2. **Software Revisions.** If during the contract period the manufacturer modifies the programming software then the vendor must inform State Purchasing immediately. The new software will be delivered with each

new procurement order and include change notices for all applicable manuals at no cost to the Purchaser.

6.15.1.3. **Firmware Revisions**. If during the contract period the manufacturer modifies the firmware in any radio product then the vendor shall inform State Purchasing immediately. Change notices for all applicable manuals will be delivered with each new procurement order at no cost to the Purchaser.

6.15.1.4. **Interchangeability Impact**. If during the contract period the manufacturer releases a firmware revision for a radio product that the Purchaser has already procured, the Purchaser will determine which, if any, radios will require programming of the revision to maintain interchangeability among current and future radios. If Purchaser determines that some or all associated radios require programming, the Purchaser may elect to perform the programming themselves or require the vendor to perform the reprogramming in the field or at the factory, at no cost to the Purchaser.

6.15.1.5. **Documentation Updates**. If during the contract period the manufacturer modifies any manual or training materials then the vendor shall inform State shall contact the Purchasing immediately. Change notices, errata sheets, or replacement documents for all previously delivered manuals shall be delivered to the Purchaser at no cost.

6.15.1.6. **Release Notices and Application Notices**. If during the contract period the manufacturer publishes any new release notices or application notices then the vendor shall inform State Purchasing immediately. Copies of all notices shall be delivered to the Purchaser at no cost.

6.15.2. **Product Cancelled During Contract Period**

6.15.2.1. During the contract period if the manufacturer discontinues the manufacturing of a compliant product then the manufacturer shall supply another compliant product at no additional cost to the Purchaser.

6.15.2.2. If another compliant product is supplied, the vendor shall provide manuals at no cost to the Purchaser.

6.15.2.3. If the manufacturer is unable to provide another compliant product then State Purchasing may elect to terminate the contract for convenience.

6.15.3. **NEW PRODUCTS**

6.15.3.1. Vendors with approved category products in this contract may request to add new products (in the same category) to the State contract during the contract period. The new products must meet the minimum technical specifications as defined by State Purchasing. A new vendor may request to add new products at the start of a renewed or extended contract.

6.16. **WARRANTY PERIOD MAINTENANCE AND SERVICE CONTRACT**

6.16.1. **Manufacturer's Warranty**

All equipment including material used in this bid shall be guaranteed by the vendor against mechanical, electrical, and workmanship defects. The warranty covers all parts and accessories against defects in materials and workmanship while under normal use and service by the Purchaser. Parts shall include but not be limited to all products, all product subsystem LLRUs disassembled by trained maintenance personnel, and all product accessories. In the event defects become evident within the warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the Purchaser, including shipping costs. The vendor shall be liable to the Purchaser for supply of information and material necessary for mandatory revisions determined by the manufacturer at no additional cost to the Purchaser for the duration of the warranty period.

The duration of the warranty period shall be a minimum of one (1) year for infrastructure equipment and two (2) years for terminal equipment, except for expendable items. The warranty period shall commence on the date of System Acceptance.

6.16.2. **Warranty Repairs**

During the manufacturer's warranty period, the vendor shall provide the necessary labor and transportation to maintain the equipment at peak system performance. The vendor shall provide replacement parts and materials and qualified personnel to service the equipment at the sites work within one (1) hour after notification of Category 1 and Category 2 equipment failure. Equipment shall not be out of service in excess of four (4) hours after notification of equipment failure. This warranty period maintenance shall be on a working hour basis as follows:

24 hours per day, seven days per week.

Except the vendor shall not be liable if failure to perform the working hours provisions arise out of cause beyond the control and without the fault or negligence of the Contractor (acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.).

The vendor must provide at least next day service to restore Category 3 equipment.

6.16.3. **Optional Maintenance Service Contract**

The vendor's bid shall contain one year and three – year optional maintenance service contract to cover the new equipment beyond the manufacturer's warranty period. The vendor will clearly state the optional service costs per radio unit, such as base station repeater, terminal unit, etc. The maintenance contract shall begin on the date of warranty period maintenance expiration.

During this period, the maintenance requirements and conditions shall be identical to the warranty period maintenance described in Section 6.17.1.

6.17. SPECIFICATION COMPLIANCE MATRIX

6.17.1. As part of the bid process the vendor must complete the following specification compliance matrix and submit it with their bid. The vendor is required to complete only un-shaded cells in the vendor compliance column. For each cell in the vendor compliance column the vendor shall enter one of three phrases as listed below. The vendor may elect to add notes in the note column as necessary.

6.17.2. **Compliant.** If the vendor enters the phrase "compliant" in a matrix cell they are indicating that the product they are bidding is fully compliant with the referenced specification section and all sub-sections. *Submit a product technical specification sheet for each compliant product that the vendor requests to be part of this contract. The specification sheet must contain all source information per DMS Radio Performance specifications (Attachment 1) to include MILSTD for Category 1*

products (except Base Station Repeater and RF Control Station). Any incomplete product specification sheets will not be considered.

6.17.3. **Not-Compliant.** If the vendor enters the phrase “not-compliant” in a matrix cell they are indicating that the product they are bidding is not compliant with the specification.

6.17.4. **No bid.** If the vendor enters the phrase “No bid” in a matrix cell they are indicating that they not bidding a product to meet the associated specification. This phrase should be used in particular if the vendor is not bidding a product for a “not-required equipment” item.

6.17.5. The following specification compliance matrix includes only specification sections that require the vendor to indicate compliance. The required/non-required equipment column indicates which products are required for a successful bid. Vendors may also elect to bid non-required equipment. However, bids for non-required equipment items will not affect the bid evaluation process.

6.17.6. The vendor may reproduce the matrix in hard copy or electronically for submission with their bid package.

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.2	**APPLICABLE REGULATIONS AND STANDARDS**			
6.2.1	FCC Regulations	Required		
6.2.2.1	TIA 603-D Standard	Required		
6.2.2.2	DMS Technical Standards	Required		
6.2.2.3	TIA 603-D Test Procedures	Required		
6.2.3	MIL-STD-810 Rev G or Rev F (Category I)	Required		
6.2.4.1	Provide Certification Letter	Required		
6.2.4.2	Provide Certified Test Data	Required		
6.2.4.3	Provide Evaluation Unit	Required		
6.3	**TECHNICAL REQUIREMENTS**			
6.4	**Analog Base Station/Repeater Radios**			
6.4.1.1	Configuration	Required		
6.4.1.2	Interchangeability	Required		
6.4.1.3	Accessory Connections	Required		
6.4.1.3.1	Mounting	Required		
6.4.1.3.2	Chassis Assembly	Required		
6.4.1.3.3	Cabling and Installation Kit	Required		
6.4.1.3.4	Duty Cycle	Required		
6.4.1.3.5	Ambient Temperature	Required		
6.4.1.3.6	Antenna Interface	Required		
6.4.1.4.	Remote Radio Interface and Control	Required		
6.4.1.4.4	Local Radio Control	Required		
6.4.1.4.5	Status Indicators	Required		
6.4.1.4.6	VSWR Monitoring Circuit	Required		
6.4.1.4.7	Receive Audio Noise Squelch	Required		
6.4.1.4.8	CTCSS	Required		
6.4.1.4.9	Squelch Tail Elimination	Required		
6.4.1.4.10	Transmitter Time-Out Timer	Required		
6.4.1.4.11	Two-Tone Paging (Crew Alerting)	Required		
6.4.1.4.12	Automatic FCC Station Identification	Required		
6.4.1.5	Radio Programming	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.4.2.1	120V 60 Hz AC Power Source	Required		
6.4.2.2	Power Supply Design	Required		
6.4.2.3	Full-Power Operation	Required		
6.4.2.4	Power Supply Related Emissions	Required		
6.4.2.5	Power Supply Interface	Required		
6.4.3	**Analog Base Station/Repeater VHF HB: 12.5 kHz- Category 1**			
6.4.3.1.1	TX “as needed” number of TX channels	Required		
6.4.3.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.3.1.3	TX RF Power	Required		
6.4.3.1.4	TX Hum and Noise	Required		
6.4.3.2.1	RX “as needed” number of RX channels	Required		
6.4.3.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.3.2.3	RX sensitivity	Required		
6.4.3.2.4	RX adjacent channel rejection	Required		
6.4.3.2.5	RX spurious response rejection	Required		
6.4.3.2.6	RX intermodulation rejection	Required		
6.4.4	**Analog Base Station/Repeater VHF HB: 12.5 kHz- Category 2**			
6.4.4.1.1	TX “as needed” number of TX channels	Required		
6.4.4.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.4.1.3	TX RF Power	Required		
6.4.4.1.4	TX Hum and Noise	Required		
6.4.4.2.1	RX “as needed” number of RX channels	Required		
6.4.4.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.4.2.3	RX sensitivity	Required		
6.4.4.2.4	RX adjacent channel rejection	Required		
6.4.4.2.5	RX spurious response rejection	Required		
6.4.4.2.6	RX intermodulation rejection	Required		
6.4.5	**Analog Base Station/Repeater VHF HB: 12.5 kHz- Category 3**			
6.4.5.1.1	TX “as needed” number of TX channels	Required		
6.4.5.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.5.1.3	TX RF Power	Required		
6.4.5.1.4	TX Hum and Noise	Required		
6.4.5.2.1	RX “as needed” number of RX channels	Required		
6.4.5.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.5.2.3	RX sensitivity	Required		
6.4.5.2.4	RX adjacent channel rejection	Required		
6.4.5.2.5	RX spurious response rejection	Required		
6.4.5.2.6	RX intermodulation rejection	Required		
6.4.6	**Analog Base Station/Repeater UHF HB: 12.5 kHz- Category 1**			
6.4.6.1.1	TX “as needed” number of TX channels	Required		
6.4.6.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.6.1.3	TX RF Power	Required		
6.4.6.1.4	TX Hum and Noise	Required		
6.4.6.2.1	RX “as needed” number of RX channels	Required		
6.4.6.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.6.2.3	RX sensitivity	Required		
6.4.6.2.4	RX adjacent channel rejection	Required		
6.4.6.2.5	RX spurious response rejection	Required		
6.4.6.2.6	RX intermodulation rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.4.7	**Analog Base Station/Repeater UHF HB: 12.5 kHz- Category 2**			
6.4.7.1.1	TX “as needed” number of TX channels	Required		
6.4.7.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.7.1.3	TX RF Power	Required		
6.4.7.1.4	TX Hum and Noise	Required		
6.4.7.2.1	RX “as needed” number of RX channels	Required		
6.4.7.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.7.2.3	RX sensitivity	Required		
6.4.7.2.4	RX adjacent channel rejection	Required		
6.4.7.2.5	RX spurious response rejection	Required		
6.4.7.2.6	RX intermodulation rejection	Required		
6.4.8	**Analog Base Station/Repeater UHF HB: 12.5 kHz- Category 3**			
6.4.8.1.1	TX “as needed” number of TX channels	Required		
6.4.8.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.8.1.3	TX RF Power	Required		
6.4.8.1.4	TX Hum and Noise	Required		
6.4.8.2.1	RX “as needed” number of RX channels	Required		
6.4.8.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.8.2.3	RX sensitivity	Required		
6.4.8.2.4	RX adjacent channel rejection	Required		
6.4.8.2.5	RX spurious response rejection	Required		
6.4.8.2.6	RX intermodulation rejection	Required		
6.4.9	**Analog Base Station/Repeater 700/800 MHz Band: 25 kHz - Category 1**			
6.4.9.1.1	TX “as needed” number of TX channels	Required		
6.4.9.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.9.1.3	TX RF Power	Required		
6.4.9.1.4	TX Hum and Noise	Required		
6.4.9.2.1	RX “as needed” number of RX channels	Required		
6.4.9.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.9.2.3	RX sensitivity	Required		
6.4.9.2.4	RX adjacent channel rejection	Required		
6.4.9.2.5	RX spurious response rejection	Required		
6.4.9.2.6	RX intermodulation rejection	Required		
6.4.10	**Analog Base Station/Repeater 700/800 MHz Band: 25 kHz - Category 2**			
6.4.10.1.1	TX “as needed” number of TX channels	Required		
6.4.10.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.10.1.3	TX RF Power	Required		
6.4.10.1.4	TX Hum and Noise	Required		
6.4.10.2.1	RX “as needed” number of RX channels	Required		
6.4.10.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.10.2.3	RX sensitivity	Required		
6.4.10.2.4	RX adjacent channel rejection	Required		
6.4.10.2.5	RX spurious response rejection	Required		
6.4.10.2.6	RX intermodulation rejection	Required		
6.4.11	**Analog Base Station/Repeater 700/800 MHz Band: 25 kHz - Category 3**			
6.4.11.1.1	TX “as needed” number of TX channels	Required		
6.4.11.1.2	TX “as needed” TX Frequency Spread	Required		
6.4.11.1.3	TX RF Power	Required		
6.4.11.1.4	TX Hum and Noise	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.4.11.2.1	RX “as needed” number of RX channels	Required		
6.4.11.2.2	RX“as needed” RX Frequency Spread	Required		
6.4.11.2.3	RX sensitivity	Required		
6.4.11.2.4	RX adjacent channel rejection	Required		
6.4.11.2.5	RX spurious response rejection	Required		
6.4.11.2.6	RX intermodulation rejection	Required		
6.5	**Analog Mobile Radios**			
6.5.1.2	Trunk Mount	Required		
6.5.1.3	Dash Mount	Required		
6.5.1.4	Interchangeability	Required		
6.5.1.5	Accessory Connections	Required		
6.5.1.6	Cabling and Installation Kit	Required		
6.5.1.7	Trunk Mount Dimensions	Required		
6.5.1.8	Dash Mount Dimensions	Required		
6.5.1.9	Weight	Required		
6.5.1.10	Housing	Required		
6.5.1.11	Duty Cycle	Required		
6.5.1.12	Ambient Temperature	Required		
6.5.1.13	External Controls			
6.5.1.14	Display	Required		
6.5.1.15	Remote Microphone	Required		
6.5.1.16	External Remote Speaker	Required		
6.5.1.17	Receive Audio Noise Squelch	Required		
6.5.1.18	CTCSS	Required		
6.5.1.19	CTCSS with Multiple-Channel Operation	Required		
6.5.1.20	Squelch Tail Elimination	Required		
6.5.1.21	Transmitter Time-Out Timer	Required		
6.5.1.22	Multiple-Channel Monitoring	Required		
6.5.1.25	Radio Programming	Required		
6.5.2.2	Remote DTMF Microphone	Required		
6.5.2.3	Dual Control Units	Required		
6.5.2.4	VHF, UHF and 700/800 MHz Vehicular Repeaters	Required		
6.5.3.1	12 VDC Power source	Required		
6.5.3.2	Vehicle Ignition Sensing	Required		
6.5.3.3	Power-Line Filter	Required		
6.5.4	Subsystem MIL-STD Compliance	Required		
6.5.4.1	MIL-STD-810G 506.4 Rain, Procedure 1. Alternative MIL-STD-810F 506.3 Rain, Procedure 1	Required		
6.5.4.2	MIL-STD-810G 509.4 Salt Fog, Procedure 1. Alternative MIL-STD-810F 509.3 Salt Fog, Procedure 1.	Required		
6.5.4.3	MIL-STD-810G 510.4 Sand and Dust, Procedure 1. Alternative MIL-STD-810F 510.3 Sand and Dust, Procedure 1	Required		
6.5.4.4	MIL-STD-810G 514.5 Vibration, Procedure 1, Category 4. Alternative MIL-STD-810F 514.4 Vibration, Procedure 1, Category 4	Required		
6.5.4.5	MIL-STD-810G 516.5 Physical Shock, Procedure 1. Alternative MIL-STD-810F 516.4, Procedure 1	Required		
6.5.4.6	MIL-STD-810G 501.5 High Temperature, Procedure II. Alternative MIL-STD-810F 501.4 High Temperature, Procedure II.	Required		
6.5.4.7	MIL-STD-810G 507.5 Humidity, Procedure I. Alternative MIL-STD-810F 507.4 High	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
	Humidity, Procedure I.			
6.5.5	**Analog Mobile VHF High-Band: 12.5 kHz-Category 1**			
6.5.5.1.1	TX “as needed” number of TX channels	Required		
6.5.5.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.5.1.3	TX RF Power	Required		
6.5.5.1.4	TX Hum and Noise	Required		
6.5.5.2.3	RX sensitivity	Required		
6.5.5.2.4	RX audio output power	Required		
6.5.5.2.5	RX audio distortion	Required		
6.5.5.2.6	RX adjacent channel rejection	Required		
6.5.5.2.7	RX spurious response rejection	Required		
6.5.5.2.8	RX intermodulation rejection	Required		
6.5.6	**Analog Mobile VHF High-Band: 12.5 kHz-Category 2**			
6.5.6.1.1	TX “as needed” number of TX channels	Required		
6.5.6.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.6.1.3	TX RF Power	Required		
6.5.6.1.4	TX Hum and Noise	Required		
6.5.6.2.3	RX sensitivity	Required		
6.5.6.2.4	RX audio output power	Required		
6.5.6.2.5	RX audio distortion	Required		
6.5.6.2.6	RX adjacent channel rejection	Required		
6.5.6.2.7	RX spurious response rejection	Required		
6.5.6.2.8	RX intermodulation rejection	Required		
6.5.7	**Analog Mobile VHF High-Band: 12.5 kHz-Category 3**			
6.5.7.1.1	TX “as needed” number of TX channels	Required		
6.5.7.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.7.1.3	TX RF Power	Required		
6.5.7.1.4	TX Hum and Noise	Required		
6.5.7.2.3	RX sensitivity	Required		
6.5.7.2.4	RX audio output power	Required		
6.5.7.2.5	RX audio distortion	Required		
6.5.7.2.6	RX adjacent channel rejection	Required		
6.5.7.2.7	RX spurious response rejection	Required		
6.5.7.2.8	RX intermodulation rejection	Required		
6.5.8	**Analog Mobile UHF Band Performance Characteristics: 12.5 kHz- Category 1**			
6.5.8.1.1	TX “as needed” number of TX channels	Required		
6.5.8.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.8.1.3	TX RF Power	Required		
6.5.8.1.4	TX Hum and Noise	Required		
6.5.8.2.1	RX “as needed” number of RX channels	Required		
6.5.8.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.8.2.3	RX audio output power	Required		
6.5.8.2.4	RX audio distortion	Required		
6.5.8.2.5	RX sensitivity	Required		
6.5.8.2.6	RX adjacent channel rejection	Required		
6.5.8.2.7	RX spurious response rejection	Required		
6.5.8.2.8	RX intermodulation rejection	Required		
6.5.9	**Analog Mobile UHF Band: 12.5 kHz-Category 2**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.5.9.1.1	TX “as needed” number of TX channels	Required		
6.5.9.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.9.1.3	TX RF Power	Required		
6.5.9.1.4	TX Hum and Noise	Required		
6.5.9.2.1	RX “as needed” number of RX channels	Required		
6.5.9.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.9.2.3	RX sensitivity	Required		
6.5.9.2.4	RX audio output power	Required		
6.5.9.2.5	RX audio distortion	Required		
6.5.9.2.6	RX adjacent channel rejection	Required		
6.5.9.2.7	RX spurious response rejection	Required		
6.5.9.2.8	RX intermodulation rejection	Required		
6.5.10	**Analog Mobile UHF Band: 12.5 kHz- Category 3**			
6.5.10.1.1	TX “as needed” number of TX channels	Required		
6.5.10.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.10.1.3	TX RF Power	Required		
6.5.10.1.4	TX Hum and Noise	Required		
6.5.10.2.1	RX “as needed” number of RX channels	Required		
6.5.10.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.10.2.3	RX sensitivity	Required		
6.5.10.2.4	RX audio output power	Required		
6.5.10.2.5	RX audio distortion	Required		
6.5.10.2.6	RX adjacent channel rejection	Required		
6.5.10.2.7	RX spurious response rejection	Required		
6.5.10.2.8	RX intermodulation rejection	Required		
6.5.11	**Analog Mobile 700/800 MHz Band : 12.5 kHz- Category 1**			
6.5.11.1.1	TX “as needed” number of TX channels	Required		
6.5.11.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.11.1.3	TX RF Power	Required		
6.5.11.1.4	TX Hum and Noise	Required		
6.5.11.2.1	RX “as needed” number of RX channels	Required		
6.5.11.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.11.2.3	RX sensitivity	Required		
6.5.11.2.4	RX audio output power	Required		
6.5.11.2.5	RX audio distortion	Required		
6.5.11.2.6	RX adjacent channel rejection	Required		
6.5.11.2.7	RX spurious response rejection	Required		
6.5.11.2.8	RX intermodulation rejection	Required		
6.5.12	**Analog Mobile 700/800 MHz Band: 12.5 kHz- Category 2**			
6.5.12.1.1	TX “as needed” number of TX channels	Required		
6.5.12.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.12.1.3	TX RF Power	Required		
6.5.12.1.4	TX Hum and Noise	Required		
6.5.12.2.1	RX “as needed” number of RX channels	Required		
6.5.12.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.12.2.3	RX sensitivity	Required		
6.5.12.2.4	RX audio output power	Required		
6.5.12.2.5	RX audio distortion	Required		
6.5.12.2.6	RX adjacent channel rejection	Required		
6.5.12.2.7	RX spurious response rejection	Required		
6.5.12.2.8	RX intermodulation rejection	Required		
6.5.13	**Analog Mobile 700/800 MHz Band: 12.5**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
	kHz- Category 3			
6.5.13.1.1	TX “as needed” number of TX channels	Required		
6.5.13.1.2	TX “as needed” TX Frequency Spread	Required		
6.5.13.1.3	TX RF Power	Required		
6.5.13.1.4	TX Hum and Noise	Required		
6.5.13.2.1	RX “as needed” number of RX channels	Required		
6.5.13.2.2	RX“as needed” RX Frequency Spread	Required		
6.5.13.2.3	RX sensitivity	Required		
6.5.13.2.4	RX audio output power	Required		
6.5.13.2.5	RX audio distortion	Required		
6.5.13.2.6	RX adjacent channel rejection	Required		
6.5.13.2.7	RX spurious response rejection	Required		
6.5.13.2.8	RX intermodulation rejection	Required		
6.6	**Analog Portable Radios**			
6.6.1.1	Configuration	Required		
6.6.1.2	Interchangeability	Required		
6.6.1.3	Accessory Connections	Required		
6.6.1.4	Dimensions	Required		
6.6.1.5	Weight	Required		
6.6.1.6	Housing	Required		
6.6.1.7	Duty Cycle	Required		
6.6.1.8	Ambient Temperature	Required		
6.6.1.9	External Controls	Required		
6.6.1.10	Display	Required		
6.6.1.11	VHF Antennas	Required		
6.6.1.12	UHF, 700/800 Antennas	Required		
6.6.1.13	Receive Audio Noise Squelch	Required		
6.6.1.14	CTCSS	Required		
6.6.1.15	CTCSS with Multiple-Channel Operation	Required		
6.6.1.16	Squelch Tail Elimination	Required		
6.6.1.17	Transmitter Time-Out Timer	Required		
6.6.1.18	Two-Tone Paging (Crew Alerting)	Required		
6.6.1.19	Multiple-Channel Monitoring	Required		
6.6.1.19.3	Belt Clip	Required		
6.6.1.20	Radio Programming	Required		
6.6.2.2	Remote Speaker-Microphone	Required		
6.6.2.3	Remote Speaker-Microphone-Antenna	Required		
6.6.3.1	Battery type and quantity	Required		
6.6.3.2	Battery Power Rating	Required		
6.6.4.1	Rapid Battery Charger	Required		
6.6.4.2	Multiple Unit Rapid Battery Charger	Not-Required		
6.6.4.3	Slow Battery Charger	Not-Required		
6.6.4.4	Multiple Unit Slow Battery Charger	Not-Required		
6.6.4.5	Smart Charger	Not-Required		
6.6.4.6.6	Multiple Unit Smart Charger	Not-Required		
6.6.4.7	Vehicular Charger	Not-Required		
6.6.4.8	Vehicular Charger with Remote Speaker, Microphone, and Antenna	Not-Required		
6.6.5.1	MIL-STD-810G 506.4 Rain, Procedure 1. Alternative MIL-STD-810F 506.3 Rain, Procedure 1	Required		
6.6.5.2	MIL-STD-810G 509.4 Salt Fog, Procedure 1. Alternative MIL-STD-810F 509.3 Salt Fog, Procedure 1.	Required		
6.6.5.3	MIL-STD-810G 510.4 Sand and Dust, Procedure 1. Alternative MIL-STD-810F 510.3 Sand and Dust, Procedure 1	Required		
6.6.5.4	MIL-STD-810G 514.5 Vibration, Procedure	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
	1, Category 4. Alternative MIL-STD-810F 514.4 Vibration, Procedure 1, Category 4			
6.6.5.5	MIL-STD-810G 516.5 Physical Shock, Procedure 1. Alternative MIL-STD-810F 516.4, Procedure 1	Required		
6.6.5.6	MIL-STD-810G 501.5 High Temperature, Procedure II. Alternative MIL-STD-810F 501.4 High Temperature, Procedure II.	Required		
6.6.5.7	MIL-STD-810G 507.5 Humidity, Procedure I. Alternative MIL-STD-810F 507.4 High Humidity, Procedure I.	Required		
6.6.6	**Analog Portable VHF High-Band: 12.5 kHz-Category 1**			
6.6.6.1.1	TX “as needed” number of TX channels	Required		
6.6.6.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.6.1.3	TX RF Power	Required		
6.6.6.1.4	TX Hum and Noise	Required		
6.6.6.2.1	RX Number of RX channels	Required		
6.6.6.2.2	RX Frequency Spread	Required		
6.6.6.2.3	RX sensitivity	Required		
6.6.6.2.4	RX audio output power	Required		
6.6.6.2.5	RX audio distortion	Required		
6.6.6.2.6	RX adjacent channel rejection	Required		
6.6.6.2.7	RX Spurious response rejection	Required		
6.6.6.2.8	RX Intermodulation Rejection	Required		
6.6.7	**Analog Portable VHF High-Band: 12.5 kHz-Category 2**			
6.6.7.1.1	TX “as needed” number of TX channels	Required		
6.6.7.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.7.1.3	TX RF Power	Required		
6.6.7.1.4	TX Hum and Noise	Required		
6.6.7.2.1	RX Number of RX channels	Required		
6.6.7.2.2	RX Frequency Spread	Required		
6.6.7.2.3	RX sensitivity	Required		
6.6.7.2.4	RX audio output power	Required		
6.6.7.2.5	RX audio distortion	Required		
6.6.7.2.6	RX adjacent channel rejection	Required		
6.6.7.2.7	RX Spurious response rejection	Required		
6.6.7.2.8	RX Intermodulation Rejection	Required		
6.6.8	**Analog Portable VHF High-Band: 12.5 kHz-Category 3**			
6.6.8.1.1	TX “as needed” number of TX channels	Required		
6.6.8.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.8.1.3	TX RF Power	Required		
6.6.8.1.4	TX Hum and Noise	Required		
6.6.8.2.1	RX Number of RX channels	Required		
6.6.8.2.2	RX Frequency Spread	Required		
6.6.8.2.3	RX sensitivity	Required		
6.6.8.2.4	RX audio output power	Required		
6.6.8.2.5	RX audio distortion	Required		
6.6.8.2.6	RX adjacent channel rejection	Required		
6.6.8.2.7	RX Spurious response rejection	Required		
6.6.8.2.8	RX Intermodulation Rejection	Required		
6.6.9	**Analog Portable UHF Band: 12.5 kHz-**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
	Category 1			
6.6.9.1.1	TX “as needed” number of TX channels	Required		
6.6.9.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.9.1.3	TX RF Power	Required		
6.6.9.1.4	TX Hum and Noise	Required		
6.6.9.2.1	RX Number of RX channels	Required		
6.6.9.2.2	RX Frequency Spread	Required		
6.6.9.2.3	RX sensitivity	Required		
6.6.9.2.4	RX audio output power	Required		
6.6.9.2.5	RX audio distortion	Required		
6.6.9.2.6	RX adjacent channel rejection	Required		
6.6.9.2.7	RX Spurious response rejection	Required		
6.6.9.2.8	RX Intermodulation Rejection	Required		
6.6.10	**Analog Portable UHF Band: 12.5 kHz- Category 2**			
6.6.10.1.1	TX “as needed” number of TX channels	Required		
6.6.10.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.10.1.3	TX RF Power	Required		
6.6.10.1.4	TX Hum and Noise	Required		
6.6.10.2.1	RX Number of RX channels	Required		
6.6.10.2.2	RX Frequency Spread	Required		
6.6.10.2.3	RX sensitivity	Required		
6.6.10.2.4	RX audio output power	Required		
6.6.10.2.5	RX audio distortion	Required		
6.6.10.2.6	RX adjacent channel rejection	Required		
6.6.10.2.7	RX Spurious response rejection	Required		
6.6.10.2.8	RX Intermodulation Rejection	Required		
6.6.11	**Analog Portable UHF Band: 12.5 kHz- Category 3**			
6.6.11.1.1	TX “as needed” number of TX channels	Required		
6.6.11.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.11.1.3	TX RF Power	Required		
6.6.11.1.4	TX Hum and Noise	Required		
6.6.11.2.1	RX Number of RX channels	Required		
6.6.11.2.2	RX Frequency Spread	Required		
6.6.11.2.3	RX sensitivity	Required		
6.6.11.2.4	RX audio output power	Required		
6.6.11.2.5	RX audio distortion	Required		
6.6.11.2.6	RX adjacent channel rejection	Required		
6.6.11.2.7	RX Spurious response rejection	Required		
6.6.11.2.8	RX Intermodulation Rejection	Required		
6.6.12	**Analog Portable 700/800 MHz Band: 25 kHz- Category 1**			
6.6.12.1.1	TX “as needed” number of TX channels	Required		
6.6.12.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.12.1.3	TX RF Power	Required		
6.6.12.1.4	TX Hum and Noise	Required		
6.6.12.2.1	RX Number of RX channels	Required		
6.6.12.2.2	RX Frequency Spread	Required		
6.6.12.2.3	RX sensitivity	Required		
6.6.12.2.4	RX audio output power	Required		
6.6.12.2.5	RX audio distortion	Required		
6.6.12.2.6	RX adjacent channel rejection	Required		
6.6.12.2.7	RX Spurious response rejection	Required		
6.6.12.2.8	RX Intermodulation Rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.6.13	**Analog Portable 700/800 MHz Band: 25 kHz- Category 2**			
6.6.13.1.1	TX “as needed” number of TX channels	Required		
6.6.13.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.13.1.3	TX RF Power	Required		
6.6.13.1.4	TX Hum and Noise	Required		
6.6.13.2.1	RX Number of RX channels	Required		
6.6.13.2.2	RX Frequency Spread	Required		
6.6.13.2.3	RX sensitivity	Required		
6.6.13.2.4	RX audio output power	Required		
6.6.13.2.5	RX audio distortion	Required		
6.6.13.2.6	RX adjacent channel rejection	Required		
6.6.13.2.7	RX Spurious response rejection	Required		
6.6.13.2.8	RX Intermodulation Rejection	Required		
6.6.14	**Analog Portable 700/800 MHz Band: 25 kHz- Category 3**			
6.6.14.1.1	TX “as needed” number of TX channels	Required		
6.6.14.1.2	TX “as needed” TX Frequency Spread	Required		
6.6.14.1.3	TX RF Power	Required		
6.6.14.1.4	TX Hum and Noise	Required		
6.6.14.2.1	RX Number of RX channels	Required		
6.6.14.2.2	RX Frequency Spread	Required		
6.6.14.2.3	RX sensitivity	Required		
6.6.14.2.4	RX audio output power	Required		
6.6.14.2.5	RX audio distortion	Required		
6.6.14.2.6	RX adjacent channel rejection	Required		
6.6.14.2.7	RX Spurious response rejection	Required		
6.6.14.2.8	RX Intermodulation Rejection	Required		
6.7	**Project 25 Compliant (P25) Base Station/Repeater Radios**			
6.7.1.1	Configuration	Required		
6.7.1.2	Interchangeability	Required		
6.7.1.3	Accessory Connections	Required		
6.7.1.4	Mounting	Required		
6.7.1.5	Chassis Assembly	Required		
6.7.1.6	Cabling and Installation Kit	Required		
6.7.1.7	Duty Cycle	Required		
6.7.1.8	Ambient Temperature	Required		
6.7.1.9	Antenna Interface	Required		
6.7.1.10	Remote Radio Interface and Control	Required		
6.7.1.11	Local Radio Control	Required		
6.7.1.12	Status Indicators	Required		
6.7.1.13	VSWR Monitoring Circuit	Required		
6.7.1.14	Receive Audio Noise Squelch	Required		
6.7.1.15	CTCSS/CDCSS	Required		
6.7.1.16	Squelch Tail Elimination	Required		
6.7.1.17	Transmitter Time-Out Timer	Required		
6.7.1.18	Two-Tone Paging (Crew Alerting)	Required		
6.7.1.19	Automatic FCC Station Identification	Required		
6.7.1.20	Radio Programming	Required		
6.7.2.1	120V 60 Hz AC Power Source	Required		
6.7.2.2	Power Supply Design	Required		
6.7.2.3	Full-Power Operation	Required		
6.7.2.4	Power Supply Related Emissions	Required		
6.7.2.5	Power Supply Interface	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.7.3	**P25 Compliant Base Station/Repeater VHF High-Band: 12.5 kHz- Category 1**			
6.7.3.1.1	TX “as needed” number of TX channels	Required		
6.7.3.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.3.1.3	TX RF Power	Required		
6.7.3.1.4	TX Hum and Noise	Required		
6.7.3.2.1	RX “as needed” number of RX channels	Required		
6.7.3.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.3.2.3	RX sensitivity	Required		
6.7.3.2.4	RX adjacent channel rejection	Required		
6.7.3.2.5	RX spurious response rejection	Required		
6.7.3.2.6	RX intermodulation rejection	Required		
6.7.4	**P25 Compliant Base Station/Repeater VHF High-Band: 12.5 kHz- Category 2**			
6.7.4.1.1	TX “as needed” number of TX channels	Required		
6.7.4.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.4.1.3	TX RF Power	Required		
6.7.4.1.4	TX Hum and Noise	Required		
6.7.4.2.1	RX “as needed” number of RX channels	Required		
6.7.4.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.4.2.3	RX sensitivity	Required		
6.7.4.2.4	RX adjacent channel rejection	Required		
6.7.4.2.5	RX spurious response rejection	Required		
6.7.4.2.6	RX intermodulation rejection	Required		
6.7.5	**P25 Compliant Base Station/Repeater VHF High-Band: 12.5 kHz- Category 3**			
6.7.5.1.1	TX “as needed” number of TX channels	Required		
6.7.5.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.5.1.3	TX RF Power	Required		
6.7.5.1.4	TX Hum and Noise	Required		
6.7.5.2.1	RX “as needed” number of RX channels	Required		
6.7.5.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.5.2.3	RX sensitivity	Required		
6.7.5.2.4	RX adjacent channel rejection	Required		
6.7.5.2.5	RX spurious response rejection	Required		
6.7.5.2.6	RX intermodulation rejection	Required		
6.7.6	**P25 Compliant Base Station UHF Band:12.5 kHz- Category 1**			
6.7.6.1.1	TX “as needed” number of TX channels	Required		
6.7.6.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.6.1.3	TX RF Power	Required		
6.7.6.1.4	TX Hum and Noise	Required		
6.7.6.2.1	RX “as needed” number of RX channels	Required		
6.7.6.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.6.2.3	RX sensitivity	Required		
6.7.6.2.4	RX adjacent channel rejection	Required		
6.7.6.2.5	RX spurious response rejection	Required		
6.7.6.2.6	RX intermodulation rejection	Required		
6.7.7	**P25 Compliant Base Station UHF Band:12.5 kHz- Category 2**			
6.7.7.1.1	TX “as needed” number of TX channels	Required		
6.7.7.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.7.1.3	TX RF Power	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.7.7.1.4	TX Hum and Noise	Required		
6.7.7.2.1	RX “as needed” number of RX channels	Required		
6.7.7.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.7.2.3	RX sensitivity	Required		
6.7.7.2.4	RX adjacent channel rejection	Required		
6.7.7.2.5	RX spurious response rejection	Required		
6.7.7.2.6	RX intermodulation rejection	Required		
6.7.8	**P25 Compliant Base Station UHF Band:12.5 kHz- Category 3**			
6.7.8.1.1	TX “as needed” number of TX channels	Required		
6.7.8.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.8.1.3	TX RF Power	Required		
6.7.8.1.4	TX Hum and Noise	Required		
6.7.8.2.1	RX “as needed” number of RX channels	Required		
6.7.8.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.8.2.3	RX sensitivity	Required		
6.7.8.2.4	RX adjacent channel rejection	Required		
6.7.8.2.5	RX spurious response rejection	Required		
6.7.8.2.6	RX intermodulation rejection	Required		
6.7.9	**P25 Compliant Base Station/Repeater 700/800 MHz Band: 12.5 kHz - Category 1**			
6.7.9.1.1	TX “as needed” number of TX channels	Required		
6.7.9.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.9.1.3	TX RF Power	Required		
6.7.9.1.4	TX Hum and Noise	Required		
6.7.9.2.1	RX “as needed” number of RX channels	Required		
6.7.9.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.9.2.3	RX sensitivity	Required		
6.7.9.2.4	RX adjacent channel rejection	Required		
6.7.9.2.5	RX spurious response rejection	Required		
6.7.9.2.6	RX intermodulation rejection	Required		
6.7.10	**P25 Compliant Base Station/Repeater 700/800 MHz Band: 12.5 kHz - Category 2**			
6.7.10.1.1	TX “as needed” number of TX channels	Required		
6.7.10.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.10.1.3	TX RF Power	Required		
6.7.10.1.4	TX Hum and Noise	Required		
6.7.10.2.1	RX “as needed” number of RX channels	Required		
6.7.10.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.10.2.3	RX sensitivity	Required		
6.7.10.2.4	RX adjacent channel rejection	Required		
6.7.10.2.5	RX spurious response rejection	Required		
6.7.10.2.6	RX intermodulation rejection	Required		
6.7.11	**P25 Compliant Base Station/Repeater 700/800 MHz Band: 12.5 kHz - Category 3**			
6.7.11.1.1	TX “as needed” number of TX channels	Required		
6.7.11.1.2	TX “as needed” TX Frequency Spread	Required		
6.7.11.1.3	TX RF Power	Required		
6.7.11.1.4	TX Hum and Noise	Required		
6.7.11.2.1	RX “as needed” number of RX channels	Required		
6.7.11.2.2	RX “as needed” RX Frequency Spread	Required		
6.7.11.2.3	RX sensitivity	Required		
6.7.11.2.4	RX adjacent channel rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.7.11.2.5	RX spurious response rejection	Required		
6.7.11.2.6	RX intermodulation rejection	Required		
6.8	**Project 25 (P25) Mobile Radios**			
6.8.2.1	Trunk Mount Configuration	Required		
6.8.2.2	Dash Mount Configuration	Required		
6.8.2.3	Interchangeability	Required		
6.8.2.4	Accessory Connections	Required		
6.8.2.5	Cabling and Installation Kit	Required		
6.8.2.6	Trunk Mount Dimensions	Required		
6.8.2.7	Dash Mount Dimensions	Required		
6.8.2.8	Weight	Required		
6.8.2.9	Housing	Required		
6.8.2.10	Duty Cycle	Required		
6.8.2.11	Ambient Temperature	Required		
6.8.2.12	External Controls			
6.8.2.13	Display	Required		
6.8.2.14	Remote Microphone	Required		
6.8.2.15	External Remote Speaker	Required		
6.8.2.16	Receive Audio Noise Squelch	Required		
6.8.2.17	CTCSS\CDCSS	Required		
6.8.2.18	CTCSS\CDCSS with Multiple-Channel Operation	Required		
6.8.2.19	Squelch Tail Elimination	Required		
6.8.2.20	Transmitter Time-Out Timer	Required		
6.8.2.21	Multiple-Channel Monitoring	Required		
6.8.2.22	Radio Programming	Required		
6.8.3.2	Remote DTMF Microphone	Required		
6.8.3.3	Dual Control Units	Required		
6.8.3.4	VHF and UHF, 700/800 MHz Vehicular Repeaters	Required		
6.8.4.1	12 VDC Power source	Required		
6.8.4.2	Vehicle Ignition Sensing	Required		
6.8.4.3	Power-Line Filter	Required		
6.8.5.	Subsystem MIL-STD Compliance	Required		
6.8.5.1	MIL-STD-810G 506.4 Rain, Procedure 1. Alternative MIL-STD-810F 506.3 Rain, Procedure 1	Required		
6.8.5.2	MIL-STD-810G 509.4 Salt Fog, Procedure 1. Alternative MIL-STD-810F 509.3 Salt Fog, Procedure 1.	Required		
6.8.5.3	MIL-STD-810G 510.4 Sand and Dust, Procedure 1. Alternative MIL-STD-810F 510.3 Sand and Dust, Procedure 1	Required		
6.8.5.4	MIL-STD-810G 514.5 Vibration, Procedure 1, Category 4. Alternative MIL-STD-810F 514.4 Vibration, Procedure 1, Category 4	Required		
6.8.5.5	MIL-STD-810G 516.5 Physical Shock, Procedure 1. Alternative MIL-STD-810F 516.4, Procedure 1	Required		
6.8.5.6	MIL-STD-810G 501.5 High Temperature, Procedure II. Alternative MIL-STD-810F 501.4 High Temperature, Procedure II.	Required		
6.8.5.7	MIL-STD-810G 507.5 Humidity, Procedure I. Alternative MIL-STD-810F 507.4 High Humidity, Procedure I.	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.8.6.	**P25 Mobile VHF High-Band: 12.5 kHz- Category 1**			
6.8.6.1.1	TX "as needed" number of TX channels	Required		
6. 8.6.1.2	TX "as needed" TX Frequency Spread	Required		
6. 8.6.1.3	TX RF Power	Required		
6. 8.6.1.4	TX Hum and Noise	Required		
6. 8.6.2.1	RX "as needed" number of RX channels	Required		
6. 8.6.2.2	RX "as needed" RX Frequency Spread	Required		
6. 8.6.2.3	RX sensitivity	Required		
6. 8.6.2.4	RX audio output power	Required		
6. 8.6.2.5	RX audio distortion	Required		
6. 8.6.2.6	RX adjacent channel rejection	Required		
6. 8.6.2.7	RX Spurious response rejection	Required		
6. 8.6.2.8	RX intermodulation rejection	Required		
6.8.7	**P25 Compliant Mobile VHF High-Band: 12.5 kHz- Category 2**			
6. 8.7.1.1	TX "as needed" number of TX channels	Required		
6. 8.7.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.7.1.3	TX RF Power	Required		
6. 8.7.1.4	TX Hum and Noise	Required		
6. 8.7.2.1	RX "as needed" number of RX channels	Required		
6. 8.7.2.2	RX "as needed" RX Frequency Spread	Required		
6. 8.7.2.3	RX sensitivity	Required		
6. 8.7.2.4	RX audio output power	Required		
6. 8.7.2.5	RX audio distortion	Required		
6. 8.7.2.6	RX adjacent channel rejection	Required		
6. 8.7.2.7	RX Spurious response rejection	Required		
6. 8.7.2.8	RX intermodulation rejection	Required		
6.8.8	**P25 Compliant Mobile VHF High-Band: 12.5 kHz- Category 3**			
6.8.8.1.1	TX "as needed" number of TX channels	Required		
6.8.8.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.8.1.3	TX RF Power	Required		
6.8.8.1.4	TX Hum and Noise	Required		
6. 8.8.2.1	RX "as needed" number of RX channels	Required		
6. 8.8.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.8.2.3	RX sensitivity	Required		
6.8.8.2.4	RX audio output power	Required		
6.8.8.2.5	RX audio distortion	Required		
6.8.8.2.6	RX adjacent channel rejection	Required		
6.8.8.2.7	RX Spurious response rejection	Required		
6.8.8.2.8	RX intermodulation rejection	Required		
6.8.9	**P25 Compliant Mobile UHF Band: 12.5 kHz- Category 1**			
6.8.9.1.1	TX "as needed" number of TX channels	Required		
6.8.9.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.9.1.3	TX RF Power	Required		
6.8.9.1.4	TX Hum and Noise	Required		
6.8.9.2.1	RX "as needed" number of RX channels	Required		
6.8.9.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.9.2.3	RX sensitivity	Required		
6.8.9.2.4	RX audio output power	Required		
6.8.9.2.5	RX audio distortion	Required		
6.8.9.2.6	RX adjacent channel rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.8.9.2.7	RX Spurious response rejection	Required		
6.8.9.2.8	RX intermodulation rejection	Required		
6.8.10	**P25 Compliant Mobile UHF Band: 12.5 kHz- Category 2**			
6.8.10.1.1	TX "as needed" number of TX channels	Required		
6.8.10.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.10.1.3	TX RF Power	Required		
6.8.10.1.4	TX Hum and Noise	Required		
6.8.10.2.1	RX "as needed" number of RX channels	Required		
6.8.10.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.10.2.3	RX sensitivity	Required		
6.8.10.2.4	RX audio output power	Required		
6.8.10.2.5	RX audio distortion	Required		
6.8.10.2.6	RX adjacent channel rejection	Required		
6.8.10.2.7	RX Spurious response rejection	Required		
6.8.10.2.8	RX intermodulation rejection	Required		
6.8.11	**P25 Compliant Mobile UHF Band: 12.5 kHz- Category 3**			
6.8.11.1.1	TX "as needed" number of TX channels	Required		
6.8.11.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.11.1.3	TX RF Power	Required		
6.8.11.1.4	TX Hum and Noise	Required		
6.8.11.2.1	RX "as needed" number of RX channels	Required		
6.8.11.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.11.2.3	RX sensitivity	Required		
6.8.11.2.4	RX audio output power	Required		
6.8.11.2.5	RX audio distortion	Required		
6.8.11.2.6	RX adjacent channel rejection	Required		
6.8.11.2.7	RX Spurious response rejection	Required		
6.8.11.2.8	RX intermodulation rejection	Required		
6.8.12	**P25 Compliant Mobile 700/800 MHz Band: 12.5 kHz – Category 1**			
6.8.12.1.1	TX "as needed" number of TX channels	Required		
6.8.12.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.12.1.3	TX RF Power	Required		
6.8.12.1.4	TX Hum and Noise	Required		
6.8.12.2.1	RX "as needed" number of RX channels	Required		
6.8.12.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.12.2.3	RX sensitivity	Required		
6.8.12.2.4	RX audio output power	Required		
6.8.12.2.5	RX audio distortion	Required		
6.8.12.2.6	RX adjacent channel rejection	Required		
6.8.12.2.7	RX Spurious response rejection	Required		
6.8.12.2.8	RX intermodulation rejection	Required		
6.8.13	**P25 Compliant Mobile 700/800 MHz Band: 12.5 kHz – Category 2**			
6.8.13.1.1	TX "as needed" number of TX channels	Required		
6.8.13.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.13.1.3	TX RF Power	Required		
6.8.13.1.4	TX Hum and Noise	Required		
6.8.12.2.1	RX "as needed" number of RX channels	Required		
6.8.13.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.13.2.3	RX sensitivity	Required		
6.8.13.2.4	RX audio output power	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.8.13.2.5	RX audio distortion	Required		
6.8.13.2.6	RX adjacent channel rejection	Required		
6.8.13.2.7	RX Spurious response rejection	Required		
6.8.13.2.8	RX intermodulation rejection	Required		
6.8.14	**P25 Compliant Mobile 700/800 MHz Band: 12.5 kHz – Category 3**			
6.8.14.1.1	TX "as needed" number of TX channels	Required		
6.8.14.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.14.1.3	TX RF Power	Required		
6.8.14.1.4	TX Hum and Noise	Required		
6.8.14.2.1	RX "as needed" number of RX channels	Required		
6.8.14.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.14.2.3	RX sensitivity	Required		
6.8.14.2.4	RX audio output power	Required		
6.8.14.2.5	RX audio distortion	Required		
6.8.14.2.6	RX adjacent channel rejection	Required		
6.8.14.2.7	RX Spurious response rejection	Required		
6.8.14.2.8	RX intermodulation rejection	Required		
6.8.15	**P25 Compliant Mobile-Multiband: 12.5 kHz-Category 1**			
6.8.15.1.1	TX "as needed" number of TX channels	Required		
6.8.15.1.2	TX "as needed" TX Frequency Spread	Required		
6.8.15.1.3	TX RF Power	Required		
6.8.15.1.4	TX Hum and Noise	Required		
6.8.15.2.1	RX "as needed" number of RX channels	Required		
6.8.15.2.2	RX "as needed" RX Frequency Spread	Required		
6.8.15.2.3	RX sensitivity	Required		
6.8.15.2.4	RX audio output power	Required		
6.8.15.2.5	RX audio distortion	Required		
6.8.15.2.6	RX adjacent channel rejection	Required		
6.8.15.2.7	RX Spurious response rejection	Required		
6.8.15.2.8	RX intermodulation rejection	Required		
6.9	**P25 Compliant Portable Radios**			
6.9.1.1	Configuration	Required		
6.9.1.2	Interchangeability	Required		
6.9.1.3	Accessory Connections	Required		
6.9.1.4	Dimensions	Required		
6.9.1.5	Weight	Required		
6.9.1.6	Housing	Required		
6.9.1.7	Duty Cycle	Required		
6.9.1.8	Ambient Temperature	Required		
6.9.1.9	External Controls	Required		
6.9.1.10	Display	Required		
6.9.1.11	VHF Antennas	Required		
6.9.1.12	UHF, 700\800 MHz Antennas	Required		
6.9.1.13	Receive Audio Noise Squelch	Required		
6.9.1.14	CTCSS\CDCSS	Required		
6.9.1.15	CTCSS\CDCSS with Multiple-Channel Operation	Required		
6.9.1.16	Squelch Tail Elimination	Required		
6.9.1.17	Transmitter Time-Out Timer	Required		
6.9.1.18	Two-Tone Paging (Crew Alerting)	Required		
6.9.1.19	Multiple-Channel Monitoring	Required		
6.9.1.20	Priority Scan Mode	Required		
6.9.1.21	Non-Priority Scan Mode	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.9.2	Radio Programming	Required		
6.9.3.1.2	Remote Speaker-Microphone	Required		
6.9.3.1.3	Remote Speaker-Microphone-Antenna	Required		
6.9.3.2.1	Battery type and quantity	Required		
6.9.3.2.2	Battery Power Rating	Required		
6.9.4.1	Rapid Battery Charger	Required		
6.9.4.2	Multiple Unit Rapid Battery Charger	Not-Required		
6.9.4.3	Slow Battery Charger	Not-Required		
6.9.4.5	Multiple Unit Slow Battery Charger	Not-Required		
6.9.4.4	Smart Charger	Not-Required		
6.9.4.5	Multiple Unit Smart Charger	Not-Required		
6.9.4.6	Vehicular Charger	Not-Required		
6.9.4.7	Vehicular Charger with Remote Speaker, Microphone, and Antenna	Not-Required		
6.9.5.1	MIL-STD-810G 506.4 Rain, Procedure 1. Alternative MIL-STD-810F 506.3 Rain, Procedure 1	Required		
6.9.5.2	MIL-STD-810G 509.4 Salt Fog, Procedure 1. Alternative MIL-STD-810F 509.3 Salt Fog, Procedure 1.	Required		
6.9.5.3	MIL-STD-810G 510.4 Sand and Dust, Procedure 1. Alternative MIL-STD-810F 510.3 Sand and Dust, Procedure 1	Required		
6.9.5.4	MIL-STD-810G 514.5 Vibration, Procedure 1, Category 4. Alternative MIL-STD-810F 514.4 Vibration, Procedure 1, Category 4	Required		
6.9.5.5	MIL-STD-810G 516.5 Physical Shock, Procedure 1. Alternative MIL-STD-810F 516.4, Procedure 1	Required		
6.9.5.6	MIL-STD-810G 501.5 High Temperature, Procedure II. Alternative MIL-STD-810F 501.4 High Temperature, Procedure II.	Required		
6.9.5.7	MIL-STD-810G 507.5 Humidity, Procedure I. Alternative MIL-STD-810F 507.4 High Humidity, Procedure I.	Required		
6.9.6	**P25 Compliant Portable VHF High-Band: 12.5 kHz- Category 1**			
6.9.6.1.1	TX “as needed” number of TX channels	Required		
6.9.6.1.2	TX “as needed” TX Frequency Spread	Required		
6.9.6.1.3	TX RF Power	Required		
6.9.6.1.4	TX Hum and Noise	Required		
6.9.6.2.1	Number of RX channels	Required		
6.9.6.2.2	RX Frequency Spread	Required		
6.9.6.2.3	RX sensitivity	Required		
6.9.6.2.4	RX audio output power	Required		
6.9.6.2.5	RX audio distortion	Required		
6.9.6.2.6	RX adjacent channel rejection	Required		
6.9.6.2.7	RX Spurious response rejection	Required		
6.9.6.2.8	RX Intermodulation Rejection	Required		
6.9.7	**P25 Compliant Portable VHF High-Band: 12.5 kHz-Category 2**			
6.9.7.1.1	TX “as needed” number of TX channels	Required		
6.9.7.1.2	TX “as needed” TX Frequency Spread	Required		
6.9.7.1.3	TX RF Power	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.9.7.1.4	TX Hum and Noise	Required		
6.9.7.2.1	Number of RX channels	Required		
6.9.7.2.2	RX Frequency Spread	Required		
6.9.7.2.3	RX sensitivity	Required		
6.9.7.2.4	RX audio output power	Required		
6.9.7.2.5	RX audio distortion	Required		
6.9.7.2.6	RX adjacent channel rejection	Required		
6.9.7.2.7	RX Spurious response rejection	Required		
6.9.7.2.8	RX Intermodulation Rejection	Required		
6.9.8	**P25 Compliant Portable VHF High-Band: 12.5 kHz- Category 3**			
6.9.8.1.1	TX "as needed" number of TX channels	Required		
6.9.8.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.8.1.3	TX RF Power	Required		
6.9.8.1.4	TX Hum and Noise	Required		
6.9.8.2.1	Number of RX channels	Required		
6.9.8.2.2	RX Frequency Spread	Required		
6.9.8.2.3	RX sensitivity	Required		
6.9.8.2.4	RX audio output power	Required		
6.9.8.2.5	RX audio distortion	Required		
6.9.8.2.6	RX adjacent channel rejection	Required		
6.9.8.2.7	RX Spurious response rejection	Required		
6.9.8.2.8	RX Intermodulation Rejection	Required		
6.9.9	**P25 Compliant Portable UHF High-Band: 12.5 kHz- Category 1**			
6.9.9.1.1	TX "as needed" number of TX channels	Required		
6.9.9.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.9.1.3	TX RF Power	Required		
6.9.9.1.4	TX Hum and Noise	Required		
6.9.9.2.1	Number of RX channels	Required		
6.9.9.2.2	RX Frequency Spread	Required		
6.9.9.2.3	RX sensitivity	Required		
6.9.9.2.4	RX audio output power	Required		
6.9.9.2.5	RX audio distortion	Required		
6.9.9.2.6	RX adjacent channel rejection	Required		
6.9.9.2.7	RX Spurious response rejection	Required		
6.9.9.2.8	RX Intermodulation Rejection	Required		
6.9.10	**P25 Compliant Portable UHF High-Band: 12.5 kHz- Category 2**			
6.9.10.1.1	TX "as needed" number of TX channels	Required		
6.9.10.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.10.1.3	TX RF Power	Required		
6.9.10.1.4	TX Hum and Noise	Required		
6.9.10.2.1	Number of RX channels	Required		
6.9.10.2.2	RX Frequency Spread	Required		
6.9.10.2.3	RX sensitivity	Required		
6.9.10.2.4	RX audio output power	Required		
6.9.10.2.5	RX audio distortion	Required		
6.9.10.2.6	RX adjacent channel rejection	Required		
6.9.10.2.7	RX Spurious response rejection	Required		
6.9.10.2.8	RX Intermodulation Rejection	Required		
6.9.11	**P25 Compliant Portable UHF High-Band: 12.5 kHz- Category 3**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.9.11.1.1	TX "as needed" number of TX channels	Required		
6.9.11.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.11.1.3	TX RF Power	Required		
6.9.11.1.4	TX Hum and Noise	Required		
6.9.11.2.1	Number of RX channels	Required		
6.9.11.2.2	RX Frequency Spread	Required		
6.9.11.2.3	RX sensitivity	Required		
6.9.11.2.4	RX audio output power	Required		
6.9.11.2.5	RX audio distortion	Required		
6.9.11.2.6	RX adjacent channel rejection	Required		
6.9.11.2.7	RX Spurious response rejection	Required		
6.9.11.2.8	RX Intermodulation Rejection	Required		
6.9.12	**P25 Compliant Portable 700/800 MHz Band: 12.5 kHz – Category 1**			
6.9.12.1.1	TX "as needed" number of TX channels	Required		
6.9.12.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.12.1.3	TX RF Power	Required		
6.9.12.1.4	TX Hum and Noise	Required		
6.9.12.2.1	Number of RX channels	Required		
6.9.12.2.2	RX Frequency Spread	Required		
6.9.12.2.3	RX sensitivity	Required		
6.9.12.2.4	RX audio output power	Required		
6.9.12.2.5	RX audio distortion	Required		
6.9.12.2.6	RX adjacent channel rejection	Required		
6.9.12.2.7	RX spurious response rejection	Required		
6.9.12.2.8	RX intermodulation rejection	Required		
6.9.13	**P25 Compliant Portable 700/800 MHz Band: 12.5 kHz – Category 2**			
6.9.13.1.1	TX "as needed" number of TX channels	Required		
6.9.13.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.13.1.3	TX RF Power	Required		
6.9.13.1.4	TX Hum and Noise	Required		
6.9.13.2.1	Number of RX channels	Required		
6.9.13.2.2	RX Frequency Spread	Required		
6.9.13.2.3	RX sensitivity	Required		
6.9.13.2.4	RX audio output power	Required		
6.9.13.2.5	RX audio distortion	Required		
6.9.13.2.6	RX adjacent channel rejection	Required		
6.9.13.2.7	RX spurious response rejection	Required		
6.9.13.2.8	RX intermodulation rejection	Required		
6.9.14	**P25 Portable 700/800 MHz Band: 12.5 kHz – Category 3**			
6.9.14.1.1	TX "as needed" number of TX channels	Required		
6.9.14.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.14.1.3	TX RF Power	Required		
6.9.14.1.4	TX Hum and Noise	Required		
6.9.14.2.1	Number of RX channels	Required		
6.9.14.2.2	RX Frequency Spread	Required		
6.9.14.2.3	RX sensitivity	Required		
6.9.14.2.4	RX audio output power	Required		
6.9.14.2.5	RX audio distortion	Required		
6.9.14.2.6	RX adjacent channel rejection	Required		
6.9.14.2.7	RX spurious response rejection	Required		
6.9.14.2.8	RX intermodulation rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.9.15	**P25 Compliant Portable -Multiband: 12.5 kHz-Category 1**			
6.9.15.1.1	TX "as needed" number of TX channels	Required		
6.9.15.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.15.1.3	TX RF Power	Required		
6.9.15.1.4	TX Hum and Noise	Required		
6.9.15.2.1	Number of RX channels	Required		
6.9.15.2.2	RX Frequency Spread	Required		
6.9.15.2.3	RX sensitivity	Required		
6.9.15.2.4	RX audio output power	Required		
6.9.15.2.5	RX audio distortion	Required		
6.9.15.2.6	RX adjacent channel rejection	Required		
6.9.15.2.7	RX Spurious response rejection	Required		
6.9.15.2.8	RX intermodulation rejection	Required		
6.9.16	**P25 Compliant Portable -Multiband: 12.5 kHz-Category 2**			
6.9.16.1.1	TX "as needed" number of TX channels	Required		
6.9.16.1.2	TX "as needed" TX Frequency Spread	Required		
6.9.16.1.3	TX RF Power	Required		
6.9.16.1.4	TX Hum and Noise	Required		
6.9.16.2.1	Number of RX channels	Required		
6.9.16.2.2	RX Frequency Spread	Required		
6.9.16.2.3	RX sensitivity	Required		
6.9.16.2.4	RX audio output power	Required		
6.9.16.2.5	RX audio distortion	Required		
6.9.16.2.6	RX adjacent channel rejection	Required		
6.9.16.2.7	RX Spurious response rejection	Required		
6.9.16.2.8	RX intermodulation rejection	Required		
6.10	**P25 Compliant RF Control Stations**			
6.10.1.1	Configuration	Required		
6.10.1.2	Interchangeability	Required		
6.10.1.3	Accessory Connections	Required		
6.10.1.4	Mounting	Required		
6.10.1.5	Chassis Assembly	Required		
6.10.1.6	Cabling and Installation Kit	Required		
6.10.1.7	Duty Cycle	Required		
6.10.1.8	Ambient Temperature	Required		
6.10.1.10	Remote Radio Control	Required		
6.10.1.12	Local Radio Control	Required		
6.10.1.14	VSWR Monitoring Circuit	Required		
6.10.1.15	Receive Audio Noise Squelch	Required		
6.10.1.16	CTCSS\CDCSS	Required		
6.10.1.17	Squelch Tail Elimination	Required		
6.10.1.18	Transmitter Time-Out Timer	Required		
6.10.1.21	Two-Tone Paging (Crew Alerting)	Required		
6.10.1.20	Radio Programming	Required		
6.10.2	RF Control Station Radio Power	Required		
6.10.3	**P25 Compliant RF Control Stations VHF High-Band: 12.5 kHz- Category 1**			
6.10.3.1.1	TX "as needed" number of TX channels	Required		
6.10.3.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.3.1.3	TX RF Power	Required		
6.10.3.1.4	TX Hum and Noise	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.10.3.2.1	Number of RX channels	Required		
6.10.3.2.2	RX Frequency Spread	Required		
6.10.3.2.3	RX sensitivity	Required		
6.10.3.2.4	RX audio output power	Required		
6.10.3.2.5	RX audio distortion	Required		
6.10.3.2.6	RX adjacent channel rejection	Required		
6.10.3.2.7	RX Spurious response rejection	Required		
6.10.3.2.8	RX intermodulation rejection	Required		
6.10.4	**P25 Compliant RF Control Stations VHF High-Band: 12.5 kHz- Category 2**			
6.10.4.1.1	TX "as needed" number of TX channels	Required		
6.10.4.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.4.1.3	TX RF Power	Required		
6.10.4.1.4	TX Hum and Noise	Required		
6.10.4.2.1	Number of RX channels	Required		
6.10.4.2.2	RX Frequency Spread	Required		
6.10.4.2.3	RX sensitivity	Required		
6.10.4.2.4	RX audio output power	Required		
6.10.4.2.5	RX audio distortion	Required		
6.10.4.2.6	RX adjacent channel rejection	Required		
6.10.4.2.7	RX Spurious response rejection	Required		
6.10.4.2.8	RX intermodulation rejection	Required		
6.10.5	**P25 Compliant RF Control Stations VHF High-Band: 12.5 kHz- Category 3**			
6.10.5.1.1	TX "as needed" number of TX channels	Required		
6.10.5.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.5.1.3	TX RF Power	Required		
6.10.5.1.4	TX Hum and Noise	Required		
6.10.5.2.1	Number of RX channels	Required		
6.10.5.2.2	RX Frequency Spread	Required		
6.10.5.2.3	RX sensitivity	Required		
6.10.5.2.4	RX audio output power	Required		
6.10.5.2.5	RX audio distortion	Required		
6.10.5.2.6	RX adjacent channel rejection	Required		
6.10.5.2.7	RX Spurious response rejection	Required		
6.10.5.2.8	RX intermodulation rejection	Required		
6.10.6	**P25 Compliant RF Control Stations UHF Band: 12.5 kHz- Category 1**			
6.10.6.1.1	TX "as needed" number of TX channels	Required		
6.10.6.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.6.1.3	TX RF Power	Required		
6.10.6.1.4	TX Hum and Noise	Required		
6.10.6.2.1	Number of RX channels	Required		
6.10.6.2.2	RX Frequency Spread	Required		
6.10.6.2.3	RX sensitivity	Required		
6.10.6.2.4	RX audio output power	Required		
6.10.6.2.5	RX audio distortion	Required		
6.10.6.2.6	RX adjacent channel rejection	Required		
6.10.6.2.7	RX Spurious response rejection	Required		
6.10.6.2.8	RX intermodulation rejection	Required		
6.10.7	**P25 Compliant RF Control Stations UHF Band: 12.5 kHz- Category 2**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.10.7.1.1	TX "as needed" number of TX channels	Required		
6.10.7.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.7.1.3	TX RF Power	Required		
6.10.7.1.4	TX Hum and Noise	Required		
6.10.7.2.1	Number of RX channels	Required		
6.10.7.2.2	RX Frequency Spread	Required		
6.10.7.2.3	RX sensitivity	Required		
6.10.7.2.4	RX audio output power	Required		
6.10.7.2.5	RX audio distortion	Required		
6.10.7.2.6	RX adjacent channel rejection	Required		
6.10.7.2.7	RX Spurious response rejection	Required		
6.10.7.2.8	RX intermodulation rejection	Required		
6.10.8	**P25 Compliant RF Control Stations UHF Band: 12.5 kHz- Category 3**			
6.10.8.1.1	TX "as needed" number of TX channels	Required		
6.10.8.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.8.1.3	TX RF Power	Required		
6.10.8.1.4	TX Hum and Noise	Required		
6.10.8.2.1	Number of RX channels	Required		
6.10.8.2.2	RX Frequency Spread	Required		
6.10.8.2.3	RX sensitivity	Required		
6.10.8.2.4	RX audio output power	Required		
6.10.8.2.5	RX audio distortion	Required		
6.10.8.2.6	RX adjacent channel rejection	Required		
6.10.8.2.7	RX Spurious response rejection	Required		
6.10.8.2.8	RX intermodulation rejection	Required		
6.10.9	**P25 Compliant RF Control Stations 700/800 MHz Band:12.5 kHz– Category 1**			
6.10.9.1.1	TX "as needed" number of TX channels	Required		
6.10.9.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.9.1.3	TX RF Power	Required		
6.10.9.1.4	TX Hum and Noise	Required		
6.10.9.2.1	Number of RX channels	Required		
6.10.9.2.2	RX Frequency Spread	Required		
6.10.9.2.3	RX sensitivity	Required		
6.10.9.2.4	RX audio output power	Required		
6.10.9.2.5	RX audio distortion	Required		
6.10.9.2.6	RX adjacent channel rejection	Required		
6.10.9.2.7	RX Spurious response rejection	Required		
6.10.9.2.8	RX intermodulation rejection	Required		
6.10.10	**P25 Compliant RF Control Stations 700/800 MHz Band:12.5 kHz– Category 2**			
6.10.10.1.1	TX "as needed" number of TX channels	Required		
6.10.10.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.10.1.3	TX RF Power	Required		
6.10.10.1.4	TX Hum and Noise	Required		
6.10.10.2.1	Number of RX channels	Required		
6.10.10.2.2	RX Frequency Spread	Required		
6.10.10.2.3	RX sensitivity	Required		
6.10.10.2.4	RX audio output power	Required		
6.10.10.2.5	RX audio distortion	Required		
6.10.10.2.6	RX adjacent channel rejection	Required		
6.10.10.2.7	RX Spurious response rejection	Required		
6.10.10.2.8	RX intermodulation rejection	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.10.11	**P25 Compliant RF Control Stations 700/800 MHz Band:12.5 kHz– Category 3**			
6.10.11.1.1	TX "as needed" number of TX channels	Required		
6.10.11.1.2	TX "as needed" TX Frequency Spread	Required		
6.10.11.1.3	TX RF Power	Required		
6.10.11.1.4	TX Hum and Noise	Required		
6.10.11.2.1	Number of RX channels	Required		
6.10.11.2.2	RX Frequency Spread	Required		
6.10.11.2.3	RX sensitivity	Required		
6.10.11.2.4	RX audio output power	Required		
6.10.11.2.5	RX audio distortion	Required		
6.10.11.2.6	RX adjacent channel rejection	Required		
6.10.11.2.7	RX Spurious response rejection	Required		
6.10.11.2.8	RX intermodulation rejection	Required		
6.11	**P25 Compliant Vehicular Repeaters**			
6.11.1.1	Housing	Required		
6.11.1.2	Duty Cycle	Required		
6.11.1.3	Ambient Temperature	Required		
6.11.1.4	External Controls	Required		
6.11.1.5	Display	Required		
6.11.1.6	Remote Microphone	Required		
6.11.1.7	External Remote Speaker	Required		
6.11.1.8	Receive Audio Noise Squelch	Required		
6.11.1.9	CTCSS\CDCSS	Required		
6.11.1.10	CTCSS\CDCSS with Multiple-Channel Operation	Required		
6.11.1.11	Squelch Tail Elimination	Required		
6.11.1.12	Transmitter Time-Out Timer	Required		
6.11.1.12.1	Multiple-Channel Monitoring	Required		
6.11.1.13	Radio Programming	Required		
6.11.3	Vehicular Radio Power	Required		
6.11.3.2	Vehicle Ignition Sensing	Required		
6.11.3.2	Power-Line Filter	Required		
6.11.4	Subsystem MIL-STD Compliance	Required		
6.11.4.1	MIL-STD-810G 506.4 Rain, Procedure 1. Alternative MIL-STD-810F 506.3 Rain, Procedure 1	Required		
6.11.4.2	MIL-STD-810G 509.4 Salt Fog, Procedure 1. Alternative MIL-STD-810F 509.3 Salt Fog, Procedure 1.	Required		
6.11.4.3	MIL-STD-810G 510.4 Sand and Dust, Procedure 1. Alternative MIL-STD-810F 510.3 Sand and Dust, Procedure 1	Required		
6.11.4.4	MIL-STD-810G 514.5 Vibration, Procedure 1, Category 4. Alternative MIL-STD-810F 514.4 Vibration, Procedure 1, Category 4	Required		
6.11.4.5	MIL-STD-810G 516.5 Physical Shock, Procedure 1. Alternative MIL-STD-810F 516.4, Procedure 1	Required		
6.11.4.6	MIL-STD-810G 501.5 High Temperature, Procedure II. Alternative MIL-STD-810F 501.4 High Temperature, Procedure II.	Required		
6.11.4.7	MIL-STD-810G 507.5 Humidity, Procedure I. Alternative MIL-STD-810F 507.4 High Humidity, Procedure I.	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.11.5	**P25 Compliant VRS-Vehicular Repeaters VHF High-Band: 12.5 kHz- Category 1**			
6.11.5.1.1	TX "as needed" number of TX channels	Required		
6.11.5.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.5.1.3	TX RF Power	Required		
6.11.5.1.4	TX Hum and Noise	Required		
6.11.5.2.1	Number of RX channels	Required		
6.11.5.2.2	RX Frequency Spread	Required		
6.11.5.2.3	RX sensitivity	Required		
6.11.5.2.4	RX audio distortion	Required		
6.11.5.2.5	RX adjacent channel rejection	Required		
6.11.5.2.6	RX Spurious response rejection	Required		
6.11.5.2.7	RX intermodulation rejection	Required		
6.11.6	**P25 Compliant VRS-Vehicular Repeaters VHF High-Band: 12.5 kHz- Category 2**			
6.11.6.1.1	TX "as needed" number of TX channels	Required		
6.11.6.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.6.1.3	TX RF Power	Required		
6.11.6.1.4	TX Hum and Noise	Required		
6.11.6.2.1	Number of RX channels	Required		
6.11.6.2.2	RX Frequency Spread	Required		
6.11.6.2.3	RX sensitivity	Required		
6.11.6.2.4	RX audio distortion	Required		
6.11.6.2.5	RX adjacent channel rejection	Required		
6.11.6.2.6	RX Spurious response rejection	Required		
6.11.6.2.7	RX intermodulation rejection	Required		
6.11.7	**P25 Compliant VRS-Vehicular Repeaters VHF High-Band: 12.5 kHz- Category 3**			
6.11.7.1.1	TX "as needed" number of TX channels	Required		
6.11.7.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.7.1.3	TX RF Power	Required		
6.11.7.1.4	TX Hum and Noise	Required		
6.11.7.2.1	Number of RX channels	Required		
6.11.7.2.2	RX Frequency Spread	Required		
6.11.7.2.3	RX sensitivity	Required		
6.11.7.2.4	RX audio distortion	Required		
6.11.7.2.5	RX adjacent channel rejection	Required		
6.11.7.2.6	RX Spurious response rejection	Required		
6.11.7.2.7	RX intermodulation rejection	Required		
6.11.8	**P25 Compliant VRS-Vehicular Repeaters UHF Band: 12.5 kHz- Category 1**			
6.11.8.1.1	TX "as needed" number of TX channels	Required		
6.11.8.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.8.1.3	TX RF Power	Required		
6.11.8.1.4	TX Hum and Noise	Required		
6.11.8.2.1	Number of RX channels	Required		
6.11.8.2.2	RX Frequency Spread	Required		
6.11.8.2.3	RX sensitivity	Required		
6.11.8.2.4	RX audio distortion	Required		
6.11.8.2.5	RX adjacent channel rejection	Required		
6.11.8.2.6	RX Spurious response rejection	Required		
6.11.8.2.7	RX intermodulation rejection	Required		
6.11.9	**P25 Compliant VRS-Vehicular Repeaters UHF Band: 12.5 kHz- Category 2**			

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.11.9.1.1	TX "as needed" number of TX channels	Required		
6.11.9.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.9.1.3	TX RF Power	Required		
6.11.9.1.4	TX Hum and Noise	Required		
6.11.9.2.1	Number of RX channels	Required		
6.11.9.2.2	RX Frequency Spread	Required		
6.11.9.2.3	RX sensitivity	Required		
6.11.9.2.4	RX audio distortion	Required		
6.11.9.2.5	RX adjacent channel rejection	Required		
6.11.9.2.6	RX Spurious response rejection	Required		
6.11.9.2.7	RX intermodulation rejection	Required		
6.11.10	**P25 Compliant VRS-Vehicular Repeaters UHF Band: 12.5 kHz- Category 3**			
6.11.10.1.1	TX "as needed" number of TX channels	Required		
6.11.10.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.10.1.3	TX RF Power	Required		
6.11.10.1.4	TX Hum and Noise	Required		
6.11.10.2.1	Number of RX channels	Required		
6.11.10.2.2	RX Frequency Spread	Required		
6.11.10.2.3	RX sensitivity	Required		
6.11.10.2.4	RX audio distortion	Required		
6.11.10.2.5	RX adjacent channel rejection	Required		
6.11.10.2.6	RX Spurious response rejection	Required		
6.11.10.2.7	RX intermodulation rejection	Required		
6.11.11	**P25 Compliant VRS-Vehicular Repeaters 700/800 MHz Band:12.5 kHz– Category 1**			
6.11.11.1.1	TX "as needed" number of TX channels	Required		
6.11.11.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.11.1.3	TX RF Power	Required		
6.11.11.1.4	TX Hum and Noise	Required		
6.11.11.2.1	Number of RX channels	Required		
6.11.11.2.2	RX Frequency Spread	Required		
6.11.11.2.3	RX sensitivity	Required		
6.11.11.2.4	RX audio distortion	Required		
6.11.11.2.5	RX adjacent channel rejection	Required		
6.11.11.2.6	RX Spurious response rejection	Required		
6.11.11.2.7	RX intermodulation rejection	Required		
6.11.12	**P25 Compliant VRS-Vehicular Repeaters 700/800 MHz Band:12.5 kHz– Category 2**			
6.11.12.1.1	TX "as needed" number of TX channels	Required		
6.11.12.1.2	TX "as needed" TX Frequency Spread	Required		
6.11.12.1.3	TX RF Power	Required		
6.11.12.1.4	TX Hum and Noise	Required		
6.11.12.2.1	Number of RX channels	Required		
6.11.12.2.2	RX Frequency Spread	Required		
6.11.12.2.3	RX sensitivity	Required		
6.11.12.2.4	RX audio distortion	Required		
6.11.12.2.5	RX adjacent channel rejection	Required		
6.11.12.2.6	RX Spurious response rejection	Required		
6.11.12.2.7	RX intermodulation rejection	Required		
6.11.13	**P25 Compliant VRS-Vehicular Repeaters 700/800 MHz Band:12.5 kHz– Category 3**			
6.11.13.1.1	TX "as needed" number of TX channels	Required		
6.11.13.1.2	TX "as needed" TX Frequency Spread	Required		

Spec. Number	Subject	Required/ Non-Required	Vendor Compliance	Notes
6.11.13.1.3	TX RF Power	Required		
6.11.13.1.4	TX Hum and Noise	Required		
6.11.13.2.1	Number of RX channels	Required		
6.11.13.2.2	RX Frequency Spread	Required		
6.11.13.2.3	RX sensitivity	Required		
6.11.13.2.4	RX audio distortion	Required		
6.11.13.2.5	RX adjacent channel rejection	Required		
6.11.13.2.6	RX Spurious response rejection	Required		
6.11.13.2.7	RX intermodulation rejection	Required		
6.12	**P25 Compliant Dispatch Consoles-Category 1**			
6.12.1	General - Applications and features	Required		
6.12.2	Minimum Specifications	Required		
6.12.3	Configuration	Required		
6.12.3.1	Personal Computer	Required		
6.12.3.3	Monitor	Required		
6.12.3.4	Mouse and keyboard	Required		
6.12.3.5	Software	Required		
6.12.3.6	Instant Recall Recorder	Required		
6.12.3.7	Single foot pedal switch	Required		
6.12.4	Optional General Accessories	Not Required		
6.13	**Batteries and Accessories**			
6.13.2	General – Scope and Classification	Required		
6.13.3	Portable Radio Power			
6.13.6	Other Accessories	Not Required		
6.13.6.1	Headset	Not Required		
6.13.6.2	Detachable Cords	Not Required		
6.13.6.3	Intercom	Not Required		
6.13.6.4	Panels/cables	Not Required		
6.13.6.5	Jackbox	Not Required		
6.13.6.6	Other items	Not Required		

Attachment 1

6.18. Department of Management Services (DMS) Radio Performance Specifications

This attachment provides a summary of the technical specifications that products must meet or exceed including base station repeaters, mobile and portable radios (including multiband mobiles and portables), RF control stations, vehicular repeaters and dispatch consoles.

The radio technical standards either meet or exceed TIA 603-D and TIA-102.

Category 1 standard radio meets or exceeds TIA 603-D. This option is for public safety personnel who operate in a fully public, expansive environment while responding to imminent threat to life and/or protection of property situations. Category 1 radio meets or exceeds TIA-603 standards, Class A.

Category 2 standard radio is for public safety personnel that operate in a contained environment, such as found in a correctional institution. These personnel respond to imminent threat to life and/or protection of property, are augmented by relatively close proximity of other officers, and have secondary means of communications. Category 2 radio shall meet TIA-603 standards, Class A.

Category 3 standard radio meets or exceeds TIA 603-D, Class B (non-public safety personnel).

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	Type	***Analog Base Station Repeater Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			25 kHz		
	Information Source	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Sensitivity	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	80dB	45dB	40dB	70dB	45dB	40dB	75dB	75dB	40dB
Receiver	Spurious Response Rejection Ratio	100dB	75dB	70dB	100dB	75dB	70dB	90dB	75dB	70dB
Receiver	Intermodulation Rejection Ratio	75dB	75dB	70dB	75dB	75dB	70dB	75dB	75dB	70dB
Receiver	Audio Power Per Speaker	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Receiver	Audio Distortion at Full Power	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Receiver	Number of Channels	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise	45dB	34dB	34dB	45dB	34dB	34dB	45dB	45dB	35dB
Transmitter	Power Output	60 W	60 W	50 W	50 W	50 W	50 W	75 W	75 W	50 W
Transmitter	Number of Channels	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	Continuous Duty Cycle	Yes	Yes	N/A	Yes	Yes	N/A	Yes	Yes	N/A

Table A-1: Analog Base Station Repeater Radio Performance Characteristics

	Type	***Analog Mobile Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			25 kHz		
	Information Source	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Sensitivity	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV	0.25uV	0.25uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	63dB	45dB	40dB	65dB	45dB	40dB	75dB	75dB	40dB
Receiver	Spurious Response Rejection Ratio	75dB	75dB	70dB	75dB	75dB	70dB	75dB	75dB	70dB
Receiver	Intermodulation Rejection Ratio	75dB	75dB	70dB	75dB	75dB	70dB	75dB	75dB	70dB
Receiver	Audio Power Per Speaker	10 W	10 W	10 W	10 W	10 W	10 W	10 W	10 W	10 W
Receiver	Audio Distortion at Full Power	+/-5%	+/-10%	+/-10%	+/-5%	+/-10%	+/-10%	+/-5%	+/-10%	+/-10%
Receiver	Number of Channels	500	200	50	500	200	50	500	200	50
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise	44dB	34dB	30dB	39dB	34dB	30dB	40dB	35dB	35dB
Transmitter	Power Output	50 W	50 W	40 W	50 W	50 W	50 W	30/35 W	30/35 W	30/35 W
Transmitter	Number of Channels	500	200	50	500	200	50	500	200	50
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18

***MIL-STD-810 required.** **Table A-2: Analog Mobile Radios Performance Characteristics**

	Type	***Analog Portable Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			25 kHz		
	Information Source	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Sensitivity	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	63dB	45dB	40dB	60dB	45dB	40dB	70dB	70dB	40dB
Receiver	Spurious Response Rejection Ratio	70dB	70dB	60dB	70dB	70dB	60dB	70dB	70dB	60dB
Receiver	Intermodulation Rejection Ratio	70dB	70dB	60dB	70dB	70dB	60dB	70dB	70dB	60dB
Receiver	Audio Power Per Speaker	0.5 W	0.5 W	0.5W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W
Receiver	Audio Distortion at Full Power	+/-5%	+/-10%	+/-10%	+/-5%	+/-10%	+/-10%	+/-5%	+/-10%	+/-10%
Receiver	Number of Channels	500	200	50	500	200	50	500	200	50
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	34dB	33dB	30dB	38dB	34dB	30dB	40dB	35dB	35dB
Transmitter	Power Output	4 W	4 W	4 W	4 W	4 W	4 W	3 W	3 W	3 W
Transmitter	Number of Channels	500	200	50	500	200	50	500	200	50
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18

***MIL-STD-810 required.** **Table A-3: Analog Portable Radios Performance Characteristics**

	Type	***P25 Compliant Base Station Repeater Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			12.5 kHz		
	Information Source	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV	0.28uV	0.28uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	40dB	60dB	60dB	40dB	60dB	60dB	40dB
Receiver	Spurious Response Rejection Ratio	90dB	80dB	70dB	80dB	80dB	70dB	90dB	85dB	70dB
Receiver	Intermodulation Rejection Ratio	80dB	80dB	70dB	80dB	80dB	70dB	77/80dB	77/80dB	70/80dB
Receiver	Audio Power Per Speaker	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Receiver	Audio Distortion at Full Power	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Receiver	Number of Channels	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	40dB	40dB	34dB	40dB	38dB	38dB	49dB	45dB	38dB
Transmitter	Power Output	100 W	100 W	90 W	100 W	100 W	90 W	100 W	100 W	90 W

Transmitter	Number of Channels	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	Continuous Duty Cycle	Yes	Yes	N/A	Yes	Yes	N/A	Yes	Yes	N/A

Table A-4: P25 Compliant Base Station Repeater Radio Performance Characteristics

	Type	***P25 Compliant Mobile Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			12.5 kHz		
	Information Source	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.30uV	0.30uV	0.50uV	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	40dB	60dB	60dB	40dB	60dB	60dB	40dB
Receiver	Spurious Response Rejection Ratio	80dB	75dB	70dB	80dB	75dB	70dB	75dB	75dB	70dB
Receiver	Intermodulation Rejection Ratio	75dB	75dB	70dB	75dB	75dB	70dB	75dB	75dB	70dB
Receiver	Audio Power Per Speaker	10 W	10 W	10 W	10 W	10 W	10 W	10 W	10 W	10 W
Receiver	Audio Distortion at Full Power	+/-3%	+/-3%	+/-10%	+/-3%	+/-3%	+/-10%	+/-3%	+/-3%	+/-10%
Receiver	Number of Channels	500	200	50	500	200	50	500	200	50
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	39dB	34dB	34dB	39dB	34dB	34dB	34dB	33dB	33dB
Transmitter	Power Output	40 W	40 W	40 W	40 W	40 W	40 W	30/35 W	19/35 W	19/30 W
Transmitter	Number of Channels	500	200	50	500	200	50	500	200	50
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18

***MIL-STD-810 required.**

Table A-5: P25 Compliant Mobile Radios Performance Characteristics

	Type	***P25 Compliant Multi-Band Mobile Radios***		
	Band	**VHF High Band**	**UHF**	**700/800 MHz**
	Channel Spacing	12.5 kHz	12.5 kHz	12.5 kHz
	Information Source	**DMS Cat. 1***	**DMS Cat. 1***	**DMS Cat. 1***
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.30uV	0.30uV	0.25uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	60dB
Receiver	Spurious Response Rejection Ratio	80dB	80dB	80dB
Receiver	Intermodulation Rejection Ratio	80dB	80dB	80dB
Receiver	Audio Power Per Speaker	12 W	12 W	12 W
Receiver	Audio Distortion at Full Power	+/-3%	+/-3%	+/-3%

Receiver	Number of Channels	700	700	700
Receiver	Frequency Spread (MHz)	24	20	24/18
Transmitter	FM Hum and Noise (analog)	34dB	34dB	34dB
Transmitter	Power Output	50 W	50 W	35 W
Transmitter	Number of Channels	700	700	700
Transmitter	Frequency Spread (MHz)	24	20	24/18

***MIL-STD-810 required.** **Table A-6: P25 Compliant Multi-Band Mobile Radios Performance Characteristics**

	Type	***P25 Compliant Portable Radios***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			12.5 kHz		
	Information Source	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.25uV	0.25uV	0.50uV	0.32uV	0.32uV	0.50uV	0.25uV	0.25uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	40dB	60dB	60dB	40dB	60dB	60dB	40dB
Receiver	Spurious Response Rejection Ratio	70dB	70dB	60dB	70dB	70dB	60dB	72dB	70dB	60dB
Receiver	Intermodulation Rejection Ratio	73dB	73dB	50dB	70dB	70dB	50dB	72dB	72dB	50dB
Receiver	Audio Power Per Speaker	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W
Receiver	Audio Distortion at Full Power	+/-3%	+/-3%	+/-5%	+/-3%	+/-3%	+/-5%	+/-3%	+/-3%	+/-5%
Receiver	Number of Channels	500	200	50	500	200	50	500	200	50
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	39dB	37dB	34dB	39dB	37dB	37dB	35dB	34dB	34dB
Transmitter	Power Output	4 W	4 W	4 W	4 W	4 W	4 W	3 W	3 W	3 W
Transmitter	Number of Channels	500	200	50	500	200	50	500	200	50
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18

***MIL-STD-810 required.** **Table A-7: P25 Compliant Portable Radios Performance Characteristics**

	Type	***P25 Compliant Multi-Band Portable Radios***					
	Band	**VHF High Band**		**UHF**		**700/800 MHz**	
	Channel Spacing	12.5 kHz		12.5 kHz		12.5 kHz	
	Information Source	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 1***	**DMS Cat. 2**	**DMS Cat. 1***	**DMS Cat. 2**
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.23uV	0.25uV	0.21uV	0.25uV	0.25uV	0.25uV
Receiver	Adjacent Channel Rejection Ratio	65dB	60dB	65dB	60dB	65dB	60dB
Receiver	Spurious Response Rejection Ratio	70dB	70dB	75dB	70dB	70dB	70dB
Receiver	Intermodulation Rejection Ratio	72dB	70dB	73dB	70dB	74dB	70dB
Receiver	Audio Power Per Speaker	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W	0.5 W

Receiver	Audio Distortion at Full Power	+/-3%	+/-5%	+/-3%	+/-5%	+/-3%	+/-5%
Receiver	Number of Channels	700	700	700	700	700	700
Receiver	Frequency Spread (MHz)	24	24	20	20	24/18	24/18
Transmitter	FM Hum and Noise (analog)	47dB	34dB	47dB	34dB	48dB	40dB
Transmitter	Power Output	5 W	5 W	5 W	5 W	3 W	3 W
Transmitter	Number of Channels	700	700	700	700	700	700
Transmitter	Frequency Spread (MHz)	24	24	20	20	24/18	24/18

***MIL-STD-810 required.** **Table A-8: P25 Compliant Multi-Band Portable Radios Performance Characteristics**

	Type	***P25 Compliant Radio Frequency Control Stations***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			12.5 kHz		
	Information Source	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**	**DMS Cat. 1**	**DMS Cat. 2**	**DMS Cat. 3**
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.30uV	0.30uV	0.50uV	0.35uV	0.35uV	0.50uV	0.35uV	0.35uV	0.50uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	40dB	60dB	60dB	40dB	63dB	60dB	40dB
Receiver	Spurious Response Rejection Ratio	80dB	75dB	70dB	80dB	75dB	70dB	75dB	75dB	70dB
Receiver	Intermodulation Rejection Ratio	75dB	75dB	70dB	75dB	75dB	70dB	75dB	75dB	70dB
Receiver	Audio Power Per Speaker	5W	5 W	5 W	5W	5 W	5 W	5W	5 W	5 W
Receiver	Audio Distortion at Full Power	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%
Receiver	Number of Channels	500	200	50	500	200	50	500	200	50
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	39dB	34dB	32dB	39dB	35dB	35dB	34dB	34dB	34dB
Transmitter	Power Output	40 W	40 W	40 W	40 W	40 W	40 W	19/30 W	19/30 W	18/30 W
Transmitter	Number of Channels	500	200	50	500	200	50	500	200	50
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	Duty Cycle	20-80	20-80	20-80	20-80	20-80	20-80	20-80	20-80	20-80

Table A-9: P25 Compliant Radio Frequency Control Stations Performance Characteristics

	Type	***P25 Compliant Vehicular Repeaters***								
	Band	**VHF High Band**			**UHF**			**700/800 MHz**		
	Channel Spacing	12.5 kHz			12.5 kHz			12.5 kHz		
	Information Source	**DMS**	**DMS**	**DMS**	**DMS**	**DMS**	**DMS**	**DMS**	**DMS**	**DMS**

		Cat. 1*	Cat. 2	Cat. 3	Cat. 1*	Cat. 2	Cat. 3	Cat. 1*	Cat. 2	Cat. 3
Receiver	Digital Sensitivity, 5% Bit Error Rate	0.32uV	0.32uV	0.35uV	0.32uV	0.32uV	0.35uV	0.32uV	0.32uV	0.35uV
Receiver	Adjacent Channel Rejection Ratio	60dB	60dB	55dB	60dB	60dB	55dB	60dB	60dB	55dB
Receiver	Spurious Response Rejection Ratio	70dB	70dB	65dB	70dB	70dB	65dB	70dB	70dB	65dB
Receiver	Intermodulation Rejection Ratio	75dB	75dB	70dB	75dB	75dB	65dB	70dB	70dB	70dB
Receiver	Audio Power Per Speaker	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Receiver	Audio Distortion at Full Power	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%	+/-5%
Receiver	Number of Channels	6	6	6	6	6	6	6	6	6
Receiver	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18
Transmitter	FM Hum and Noise (analog)	37dB	37dB	30dB	37dB	37dB	35dB	33dB	33dB	30dB
Transmitter	Power Output	0.1-2 W	0.1- 2 W	0.1-2 W	0.1-2 W	0.1-2 W	0.1-2 W	0.25-1 W	0.25-1 W	0.25-1 W
Transmitter	Number of Channels	6	6	6	6	6	6	6	6	6
Transmitter	Frequency Spread (MHz)	24	24	24	20	20	20	24/18	24/18	24/18

***MIL-STD-810 required.**

Table A-10: P25 Compliant Vehicular Repeaters Performance Characteristics

6.19 SAMPLING, INSPECTION AND TESTING

6.19.1 General

6.19.1.1 The manufacturer is responsible for documenting all factory inspections and tests of products that are to be provided to State Purchasing.

6.19.1.2 At anytime, State Purchasing may request that the manufacturer provide the documentation associated with an inspection and or test of a product. This documentation shall be provided to State Purchasing at no cost to State Purchasing.

6.19.2 First Article Sampling, Inspection, and Testing

6.19.2.1 Prior to shipment of a procurement order, State Purchasing or its representative may travel to the factory and request that a random sample or samples be pulled from the order and re-inspected and re-tested. The testing will be conducted at no cost to State Purchasing.

6.19.2.2 If a random sample or samples fail inspection or testing the entire order shall be re-inspected and re-tested. All failed products will be replaced with products that are compliant with the specifications.

6.19.3 Field Testing

6.19.3.1 Upon receipt of a procurement order State Purchasing may select a random sample or samples and perform an inspection and test of the product(s) to verify the specifications.

6.19.3.2 If the random sample or samples fail the State Purchasing inspection or test, the product will be returned to the manufacturer for factory re-inspection and or re-testing. State Purchasing may decide to witness this factory re-inspection and or re-testing.

6.19.3.3 If a failure is verified at the factory, the entire procurement order shall be returned to the manufacturer for replacement, at no cost to State Purchasing.

6.19.3.4 Any replacement orders are also subject to the same testing specifications listed above.

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SECTION 7.0
Forms, Attachments, Worksheets, and Exhibits

Contents

These documents can be downloaded at:
http://dms.myflorida.com/media/purchasing/state_term_contract_files/itb_09_725_500_a

7.0 Forms, Attachments, and Worksheets

7.0.1 Price Sheet (Section 3.9.1)
7.0.2 Savings/Price Reductions (Section 3.9.3)
7.0.3 Ordering Instructions (Section 3.9.4)
7.0.4 Certification Table (Section 3.9.6)
7.0.5 Contact Information (Section 3.9.7)
7.0.6 Certification of Drug-Free Workplace Program (PUR 7009)(Section 3.9.8)
7.0.7 State of Florida Vendor Responsibility Questionnaire (Section 3.9.9)
7.0.8 Emergency Situations Form (Section 3.9.10)
7.0.9 Authorized Dealer Form (Section 3.9.11)
7.0.10 References (Section 3.9.12)
7.0.11 Manufacturer's Authorization Form (Section 3.9.13)

7.1 Exhibits

7.1.1 Instructions to Vendors
7.1.2 STC Quarterly Report Form
7.1.3 STC Change Form
7.1.4 MyFloridaMarketPlace Electronic Invoicing Requirements
7.1.5 Sample Aravo Template for Line Item Catalogs
7.1.6 Punch-out Capability Questionnaire
7.1.7 Sample Contract Page
7.1.8 FCC 04-292
7.1.9 Law Enforcement Communications Plan, July 2009
7.1.10 Preferred Pricing Affidavit
7.1.11 Preferred Pricing Letter
7.1.12 Response Preparation Checklist

7.2 Other Documents Needed

7.2.1 Dun and Bradstreet SQR Report
7.2.2 Additional Documentation (i.e. Product brochures, if requested)

LAND MOBILE FM OR PM COMMUNICATIONS EQUIPMENT

ITB NO. 09-725-500-A

SOLICITATION ADDENDA

ADDENDUM NO. 1

State of Florida
Department of Management Services

INVITATION TO BID (ITB) No. 09-725-500-A
Land Mobile FM or PM Communications Equipment
January 28, 2010

Please Note: This Addendum No. 1 does not need to be returned with the Response.

The following section is stricken from the ITB in its entirety:

5.13 Requests for Quotes

Additional quotes are not required for equipment in Categories 1 and 2; however, quotes are required for Category 3 items. Customers have the option to initiate a request for quotes (RFQ) in Categories 1 and 2. Quotes are an oral or written request for written pricing or service information from a Contractor/Authorized Dealer for products available under the Contract from that Contractor. If Eligible Users utilize a RFQ, they shall create and maintain written records of oral and written requests, as well as records of quotes received. Quotes shall be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place. A Customer shall initiate a sufficient number of requests to obtain a minimum of three quotes, and shall place its purchase order with the Contractor quoting the lowest price, unless the Customer documents in writing that the lowest price quote would not result in best value.

The following changes are made to these sections of the ITB:

6.18.1.1. The purpose of this document is to establish the technical specifications necessary to permit State and local agencies to procure public-safety grade two-way voice radios (Category 1 or Category 2), and non-public safety two-way voice radios (Category 3), as well as dispatch consoles, RF Control Stations, Vehicular Repeaters, and radio equipment batteries and accessories. The radio categories are described in Attachment 1, ~~page 165~~ **Section 6.18**.

6.16.3. Optional Maintenance Service Contract

The vendor's bid shall contain one year and three – year optional maintenance service contract to cover the new equipment beyond the manufacturer's warranty period. The vendor will clearly state the optional service costs per radio unit, such as base station repeater, terminal unit, etc. The maintenance contract shall begin on the date of warranty period maintenance expiration.

During this period, the maintenance requirements and conditions shall be identical to the warranty period maintenance described in Section ~~6.17.1~~ **6.16.1**.

6.17.6. ~~The vendor may reproduce the matrix in hard copy or electronically for submission with their bid package.~~ **A copy of the matrix can be downloaded by clicking the link included in Section 3.6; the matrix is posted under "Forms, Attachments, and Worksheets". This matrix will be submitted in accordance with Section 3.9.**

Section 7.0
Forms, Attachments, Worksheets, and Exhibits

Contents
These documents can be downloaded at:
http://dms.myflorida.com/media/purchasing/state_term_contract_files/itb_09_725_500_a

7.0 Forms, Attachments, and Worksheets

7.0.1 Price Sheet (Section 3.9.1)
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7.0.5 Contact Information (Section 3.9.7)
7.0.6 Certification of Drug-Free Workplace Program (PUR 7009)(Section 3.9.8)
7.0.7 State of Florida Vendor Responsibility Questionnaire (Section 3.9.9)
7.0.8 Emergency Situations Form (Section 3.9.10)
7.0.9 Authorized Dealer Form (Section 3.9.11)
7.0.10 References (Section 3.9.12)
7.0.11 Manufacturer's Authorization Form (Section 3.9.13)
7.0.12 Specification Compliance Matrix (Section 3.9.14)

7.1 Exhibits

7.1.1 Instructions to Vendors
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7.1.10 Preferred Pricing Affidavit
7.1.11 Preferred Pricing Letter
7.1.12 Response Preparation Checklist

7.2 Other Documents Needed

7.2.1 Dun and Bradstreet SQR Report
7.2.2 Additional Documentation (i.e. Product brochures, if requested)

The following sections are added to the ITB:

3.9.14 Specification Compliance Matrix

Respondent must complete the Specification Compliance Matrix (Section 7.0.12) as detailed in **Section 6.17.** The Specification Compliance Matrix will be submitted to the Department via CD in accordance with Section 3.9. A copy of the matrix can be downloaded by clicking the link found in Section 3.6; the matrix is posted under "Forms, Attachments, and Worksheets". **Failure to submit a Specification Compliance Matrix may result in rejection of the response.**

5.28 Employment Eligibility Verification

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract/amendment/extension or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Addendum No. 2
Q&A Responses

ADDENDUM NO. 2

State of Florida
Department of Management Services

INVITATION TO BID (ITB) No. 09-725-500-A
Land Mobile FM or PM Communications Equipment

February 22, 2011

Contained herein are the responses to the questions submitted through the email address provided in Section 3.8.
If you choose to print this document, please be advised that the print parameters for this document are set for legal size paper (8½ x 14).

Please Note: This Addendum No. 2 does not need to be returned with the Response.

#	Question Received Date & Time	Question	Response	Submitted By
1	Thursday, January 13, 2011 12:44 PM	My question was can speaker microphones be bid under the Section 6.13.6 .6 “Other items offered by vendor”?	Speaker microphones may be offered per Section 6.13.6.6 of this ITB.	Tomorrow D-tection, Inc.
2	Monday, January 31, 2011 4:48:40 PM	6.8.2.1 Will every mobile installation require a dual control head? Can a single remote control head be offered?	The intent of this ITB is to offer a single control head.	Datron World Communications, Inc.
3	Monday, January 31, 2011 4:50:54 PM	6.8.2.13 Are 12 alphanumeric characters mandatory? Can a radio with less number of alphanumeric characters be offered?	Radios must have a minimum of 12 alphanumeric characters for this ITB.	Datron World Communications, Inc.

4	Monday, January 31, 2011 4:52:29 PM	6.8.3.4 This section implies that every mobile radio must have a vehicular repeater. Is this the intent of the state or should this be moved to the vehicular repeater section?	Every mobile is not required to have a vehicular repeater.	Datron World Communications, Inc.
5	Monday, January 31, 2011 4:55:09 PM	P-25 PORTABLE RADIOS 6.9.1.18 Is two-tone paging a requirement for P-25 radios? There is no P-25 Standard that outlines paging. There is unit to unit call and group call standards in P-25.	Two-tone paging is not required for P25 radios.	Datron World Communications, Inc.
6	Monday, January 31, 2011 4:58:03 PM	P-25 PORTABLE RADIOS 6.9.3.2.1 Is Lithium Polymer acceptable as battery chemistry in addition to Li Ion and Ni MH?	Lithium Polymer is an acceptable battery chemistry per Section 6.13.3.1 of this ITB.	Datron World Communications, Inc.
7	Monday, January 31, 2011 4:58:32 PM	6.8.2.13 Are 12 alphanumeric characters mandatory? Can a radio with less number of alphanumeric characters be offered?	Please see the response provided to Question 3.	Datron World Communications, Inc.
8	Monday, January 31, 2011 6:31:24 PM	(1) 6.4.1.3.3. **Cabling and Installation Kit**. Each radio shall be provided with a complete cabling and nstallation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories. Question: Is the state going to provide Hardware Specifications for racks and cabinets for said hardware? There is not a standard for cabinets and relay racks can have a few different types of fasteners depending on manufacturer.	The cabling and installation kit is needed to install the base repeater/station to the purchaser's cabinet or rack. Since each application may be different, hardware specification is not required for this ITB.	Midland

9	Monday, January 31, 2011 6:31:24 PM	(2) 6.4.1.4.4. **Local Radio Control**. Each radio shall include a remote microphone with a PTT switch. A separate speaker shall also be provided that may be an integral part of the radio or mounted externally. All necessary mounting hardware for the remote microphone and external speaker shall be provided. An external, front-panel control shall be provided to mute the received audio and also to adjust the received audio volume. Question; What is meant by Remote Microphone?	Section 6.4.1.4.4 refers to a local microphone at the base station/repeater.	Midland
10	Monday, January 31, 2011 6:31:24 PM	(3) 6.4.1.4.7. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform to TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling. Question: What is meant by highlighted sentence?	The last sentence of Section 6.4.1.4.7 has been deleted from this ITB. See Addendum 3.	Midland
11	Monday, January 31, 2011 6:31:24 PM	(4) 6.4.3.1.1. Radios shall be able to transmit on an “as needed” number of channels that will be provided to the vendor when a procurement order is initiated. Question: Is there going to be a minimum number of channels required? This statement used through out the document.	Base repeater/station requires one channel. Mobile and portable radios require minimum channels, including 500 for Category 1 radios, 200 for Category 2 radios, and 50 for Category 3 radios.	Midland

12	Monday, January 31, 2011 6:31:24 PM	(5) 6.4.3.1.2. Radios shall be able to transmit over an "as needed" VHF High- Band frequency spread that will be provided to the vendor when a procurement order is initiated. Question: This is vague, the standard VHF High Band is from 136 MHZ to 174 MHz. We are just trying to zero in what is needed.	This ITB requires the standard VHF-HB frequency spread of 136 MHz to 174 MHz.	Midland
13	Monday, January 31, 2011 6:31:24 PM	(6) 6.4.3.2.1. Radios shall be able to receive on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated. Question: Is there going to be a minimum number of channels required? This statement used through out the document.	Please see the response provided to Question 11.	Midland
14	Monday, January 31, 2011 6:31:24 PM	(7) 6.4.3.2.2. Radios shall be able to receive over an "as needed" VHF High-Band frequency spread that will be provided to the vendor when a procurement order is initiated. Question: Again this is vague; the standard VHF High Band is from 136 MHZ to 174 MHz.	Please see the response provided to Question 12.	Midland
15	Monday, January 31, 2011 6:31:24 PM	(8) 6.7.1.1. **Configuration.** Each base station radio shall support conventional and trunked digital 2-way voice communications as a completely integral unit. Plug-in style mobile radios and add-on power supplies are not permitted. Each integral base station unit shall consist of the following major components. Question: Is Trunking required for all P25 Base Stations/ Repeaters?	P25 base repeater/station may be used in a conventional or trunked mode.	Midland

16	Monday, January 31, 2011 6:31:24 PM	(9) 6.7.1.6. **Cabling and Installation Kit**. Each radio shall be provided with a complete cabling and installation kit for installing the radio and accessories in a rack or cabinet. This kit shall include but not be limited to mounting hardware for the radio and accessories and all cabling necessary to interconnect the radio and accessories. Question: Is the State going to provide Hardware Specifications for racks and cabinets for said hardware? There is not any standard for cabinets and relay racks can have a few different types of fasteners depending on manufacturer.	The cabling and installation kit is needed to install the base repeater/station to the purchaser's cabinet or rack. Since each application may be different, hardware specification is not required for this ITB.	Midland
17	Monday, January 31, 2011 6:31:24 PM	(10) 6.7.1.14. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling. Question: What is meant by highlighted sentence?	The last sentence of Section 6.7.1.14 has been deleted from this ITB. See Addendum 3.	Midland

18	Monday, January 31, 2011 6:31:24 PM	(11) 6.10.1.12. **Local Radio Control**. Each radio shall include a remote desktop microphone and speaker. This equipment shall include a PTT switch, receive audio speaker, receive audio mute and volume control, and receive audio monitoring switch to bypass the squelch before transmitting. The minimum cable lengths for the microphone and speaker shall be 20 feet. Question: Is this a correct statement? More than 5-6 feet would be considered "Remote Control". Especially when this radio supports E&M and Tone Control.	The minimum cable length for the microphone and speaker shall be five feet. See Addendum 3.	Midland
19	Monday, January 31, 2011 6:31:24 PM	(12) 6.10.1.15. **Receive Audio Noise Squelch**. Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling. Question: What is meant by highlighted sentence?	The last sentence of Section 6.10.1.15 has been deleted from this ITB. See Addendum 3.	Midland

20	Tuesday, February 01, 2011 9:46:39 AM	In reference to ITB No. 09-725-500A, Harris is submitting the following question: Please clarify how the state will evaluate bidders' discount levels; specifically, please describe the scenario in which the state would award a sole source for a commodity contract. For example, if Vendor A offers a 20% discount on an item and Vendor B offers 31% discount, will Vendor A's item be excluded from the contract?	In accordance with Section 3.10 , award will be based on lowest price, not percentage discount off list price.	Harris Corp
21	Tuesday, February 01, 2011 10:30:26 AM	1. Section 6.4.1.1 states the following: "the radio shall support conventional and trunked analog 2-way voice communications." Will you please clarify if you want the vendor to provide two quotes, one for conventional and one for trunked? This requirement is repeated throughout the ITB in Sections 6.5.1.1, 6.6.1.1, 6.7.1.1, 6.8.2, and 6.9.1.1.	Using 7.0.1 Price Sheet, Respondents are to provide two price sheets, one for conventional and one for trunked radio systems. Respondents should clearly label each price sheet. See clarification to Section 3.9.1 in Addendum 3.	Motorola Solutions
22	Tuesday, February 01, 2011 10:30:26 AM	2. Section 6.4.1.5.5 states the following: "One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order." Will the State please remove this Section? If not removed, this will result in an unnecessary expense and many more radio interface devices than are actually needed by the end-user. We suggest that the better way to handle this requirement is to have the end-user purchase radio interface devices on an as needed basis, using pricing provided in the vendor's supplied list of options. This requirement is repeated throughout the ITB in Sections 6.5.1.25.5, 6.6.1.20.5, 6.7.1.20.5, 6.8.2.22.5, 6.9.2.5, 6.10.1.20.5, and 6.11.1.13.5.	The requirements of Sections 6.4.1.5.5, 6.5.1.25.5, 6.6.1.20.5, 6.7.1.20.5, 6.8.2.22.5, 6.9.2.5, 6.10.1.20.5, and 6.11.1.13.5 have been removed from this ITB. See Addendum 3.	Motorola Solutions

23	Tuesday, February 01, 2011 10:30:26 AM	3. Section 6.4.1.5.6 states the following regarding programming software: "one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order." Will the State please remove this Section? If not removed, this will result in an unnecessary expense and many more copies of radio programming software than are actually needed by the end-user. We suggest that the better way to handle this requirement is to have the end-user purchase the radio programming software on an as needed basis, using pricing provided in the vendor's supplied list of options. This requirement is repeated throughout the ITB in Sections 6.5.1.25.6, 6.6.1.20.6, 6.7.1.20.6, 6.8.2.22.6, 6.9.2.6, 6.10.1.20.6, and 6.11.1.13.6.	The requirements of Sections 6.4.1.5.6, 6.5.1.25.6, 6.6.1.20.6, 6.7.1.20.6, 6.8.2.22.6, 6.9.2.6, 6.10.1.20.6, and 6.11.1.13.6 have been removed from this ITB. See Addendum 3.	Motorola Solutions
24	Tuesday, February 01, 2011 10:30:26 AM	4. Section 6.4.1.5.7 states the following: "The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers and testing facilities throughout the state." Since this is a fairly broad statement, will the State please add the following underlined sentence to this paragraph? Additional copies will only be distributed to radio programmers operating within the agency or entity who purchased the programming software. This requirement is repeated throughout the ITB in Sections 6.5.1.25.7, 6.6.1.20.7, 6.7.1.20.7, 6.8.2.22.7, 6.9.2.7, 6.10.1.20.7, and 6.11.1.13.7.	The requirements of Sections 6.4.1.5.7, 6.5.1.25.7, 6.6.1.20.7, 6.7.1.20.7, 6.8.2.22.7, 6.9.2.7, 6.10.1.20.7, and 6.11.1.13.7 have been removed from this ITB. See Addendum 3.	Motorola Solutions
25	Tuesday, February 01, 2011 10:30:26 AM	5. Sections 6.4.6.2.2, 6.4.7.2.2, and 6.4.8.2.2 reference both VHF and UHF. Should VHF be removed from these Sections?	Sections 6.4.6.2.2, 6.4.7.2.2, and 6.4.8.2.2 refer only to UHF. See clarification to these sections in Addendum 3.	Motorola Solutions

26	Tuesday, February 01, 2011 10:30:26 AM	6. Sections 6.4.9.1.2, 6.4.9.2.2, 6.4.10.1.2, 6.4.10.2.2, 6.4.11.1.2, and 6.4.11.2.2 require that the analog base station/repeater be capable of transmitting and receiving analog in the 700 MHz band. Can the State please confirm that the FCC allows analog transmissions in the 700 MHz band?	Per Florida's 700 MHz Public Safety Interoperability Channel Plan, "Mobile and portable transmitters may have analog modulation capability only as a secondary mode in addition to its primary digital mode. Mobile and portable transmitters that only operate on the low power channels designated in §§90.531(b)(3), 90.531(b)(4), are exempt from this digital modulation requirement." See §90.535 of FCC Rules for additional information.	Motorola Solutions
27	Tuesday, February 01, 2011 10:30:26 AM	7. Sections 6.5.1.1 and 6.8.2 both state “in one of two configurations as listed below”, where “below” refers to trunk mount and dash mount configurations. Is the State requesting that the vendor provide pricing for either trunk mount or dash mount configurations, but not both?	Please see the response provided to Question 21.	Motorola Solutions
28	Tuesday, February 01, 2011 10:30:26 AM	8. Section 6.5.5.1.4 requests that “a 12.5 kHz channel spacing shall transmit with a minimum FM hum and noise ratio of 44 dB.” Will the State please consider revising this specification to a minimum FM hum and noise ratio of 40 dB?	Section 6.5.5.1.4 standard is based on established minimum technical specifications in the Law Enforcement Communications Plan dated July, 2009.	Motorola Solutions
29	Tuesday, February 01, 2011 10:30:26 AM	9. Sections 6.7.1.14, 6.7.1.15, 6.7.1.16, 6.7.1.18, 6.7.3.1.4, 6.7.4.1.4, and 6.7.5.1.4 are specifications included in the P25 (digital) base station/repeater portion of the ITB, however, these represent analog specifications. Will you please remove these specifications since they do not apply to P25 (digital) base station/repeaters?	Sections 6.7.1.14, 6.7.1.15, 6.7.1.16, 6.7.1.18, 6.7.3.1.4, 6.7.4.1.4, and 6.7.5.1.4 have been removed from the ITB. See Addendum 3.	Motorola Solutions
30	Tuesday, February 01, 2011 10:30:26 AM	10. Sections 6.7.3.2.3, 6.7.4.2.3, and 6.7.5.2.3 are specifications included in the P25 (digital) base station/repeater portion of the ITB, however, these represent analog receiver sensitivity specifications. Will you please revise these specifications to reflect P25 (digital) receiver sensitivity specifications? For example, for C4FM the radio receiver shall achieve a minimum 5% Bit Error Rate (BER) using a reference sensitivity of -118 dBm at the receiver RF input.	Sections 6.7.3.2.3, 6.7.4.2.3, and 6.7.5.2.3 have been revised. See Addendum 3.	Motorola Solutions

31	Tuesday, February 01, 2011 10:30:26 AM	11. Section 6.8.13.1.3 specifies 19 Watts of output RF power for the 700MHz mobile radio. Typically this specification is 30 Watts. Is 19 Watts correct? This requirement is repeated throughout the ITB in Sections 6.8.14.1.3, 6.10.9.1.3, 6.10.10.1.3, and 6.10.11.1.3.	While the typical maximum specification allowed by FCC Rule in the 700 MHz band is 30 watts, the minimum RF power requirement is 19 watts for 700 MHz in this ITB.	Motorola Solutions
32	Tuesday, February 01, 2011 10:30:26 AM	12. Section 6.16.2 includes very stringent requirements for response and repair times and we recommend that this Section be removed. The burden to support this level of response and repair will add additional costs to the equipment provided via this contract. Most end-users who utilize this contract will not require such aggressive response and repair times and would prefer lower priced equipment that is not burdened by this requirement. We suggest that the most efficient way to handle this requirement is to have the end-user purchase the level of response they require via a maintenance contract after the equipment has been procured. That way, the end-user will only pay for the exact amount of response and repair that they desire.	Section 6.16.2 requirements have been revised. See Addendum 3.	Motorola Solutions
33	Tuesday, February 01, 2011 12:46:52 PM	6.5.1.1. **Configurations.** Each mobile radio shall support conventional and trunked analog 2-way voice communications in one of two configurations as listed below. In Section 6.5.1.1 you list “support conventional and trunked analog 2-way voice”. What format of trunked analog are you requiring?	The trunked analog mobile radio requires a single control head.	Icom America, Inc.

34	Tuesday, February 01, 2011 12:54:44 PM	6.8.2.21. **Multiple-Channel Monitoring.** Each radio shall support multiple-channel monitoring or "scanning." Three modes of scanning shall be supported as discussed below. The radios shall support scanning a minimum of 700 channels for VHF high band, UHF radios and 700/800 MHz radios. In this section, you are calling for "scanning a minimum of 700 channels". You are calling for 500 channel radios in the specifications (see example below). Is this a misprint? 6.8.6.2.1. Radios operating with a 12.5 kHz channel spacing shall support a minimum of 500 channels and be able to receive on an "as needed" number of channels that will be provided to the vendor when a procurement order is initiated.	Each radio shall be capable of multiple channel monitoring to include 500 channels for Category 1 radios, 200 channels for Category 2 radios, and 50 channels for Category 3 radios.	Icom America, Inc.
35	Tuesday, February 01, 2011 12:55:06 PM	Can a provision be made to insure that battery bidders are involved in a Battery Recycling & Battery Labeling Program? (as per the Florida State Statute (Mercury-Containing and Rechargeable Battery Management Act (P.L.104-142))	While this solicitation does not require Respondents provide a description of any recycling and returns program, in accordance with Section 5.19, Respondents are required to comply with all federal and state laws.	Williams Communications, Inc.
36	Tuesday, February 01, 2011 12:56:39 PM	Can a provision be made to insure that bidders have a Battery Recycling & Battery Returns Program – at no cost to the State of Florida. (See www.rbrc.org)	Please see the response provided to Question 35.	Williams Communications, Inc.
37	Tuesday, February 01, 2011 12:57:23 PM	Can a provision be made for the Bidder to be compliant on Lithium Ion Transportation Safety? (Vendors shall certify that all batteries containing lithium ion and / or lithium polymer cells will be packaged and labeled to meet all U.S. DOT safety regulations.)	In accordance with Section 5.19, Respondents are required to comply with all federal and state laws.	Williams Communications, Inc.

38	Tuesday, February 01, 2011 12:58:09 PM	Can a provision be made for the Bidder to have a Emergency Response Delivery Capability ? (Vendors shall supply a written plan to deliver batteries within 24 hours to support all Florida state agencies In the event of an emergency or natural disaster. It is suggested, but not required, that vendors are able to maintain a stocking location in Florida to better support this capability.)	This information was not specified and is not required to respond to the ITB.	Williams Communications, Inc.
39	Tuesday, February 01, 2011 12:58:45 PM	Can a provision be made for the Bidder to include a listing for Battery Cell Performance? (Cell Specification) - (Vendors shall include in their bid response for each battery, cell specifications supplied by the battery cell manufacturer. The cell specification shall include data showing cell capacity and cycle life. During the term of the contract, vendors shall supply batteries with capacity and cycle life specifications that are greater than or equal to the specifications submitted in their bid response.)	This information was not specified and is not required to respond to the ITB.	Williams Communications, Inc.
40	Tuesday, February 01, 2011 12:59:19 PM	Can a provision be made for Intrinsically Safe Batteries be certified through FM Approvals? (The FM approval certificate should be part of the bid package. Self-certified batteries will not be accepted.)	This information was not specified and is not required to respond to the ITB.	Williams Communications, Inc.
41	Tuesday, February 01, 2011 12:59:53 PM	For Bidders of products manufactured outside the U.S., where the manufacturer has no stateside facility and relies on Master Distributors, will you allow the Master Distributor to bid? (i.e. Williams Communications, Inc. has held the DMS State of Florida battery contract for 5 years and is not a manufacturer, but a Master Distributer).	Please see changes made to Section 3.4 in Addendum 3.	Williams Communications, Inc.

42	Tuesday, February 01, 2011 1:00:24 PM	Some of Gov. Scott's initiatives for the state are focused on economic growth in FL and creating and keeping jobs in Florida. As this ITB is written, there is nothing that gives weight to Florida based companies. It allows for companies nation-wide to bid. Allowing anyone from anywhere to bid, will take income away from our state and be a disservice to our state, foregoing local support and local jobs. Will more consideration be given to Florida based companies, whether they are authorized dealers or manufacturers?	The Department encourages Florida based vendors to bid and offer the best price possible as section 287.057(1)(a), F.S., requires the Department to base its evaluation of the bids received on the best price or lowest cost to the state. Pursuant to rule 60A1.011, F.A.C., the Department does intent to grant a preference to Florida based vendors in the event of a tie bid situation.	Williams Communications, Inc.
43	Tuesday, February 01, 2011 1:00:33 PM	6.9.2.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated. This requirement specifies the most recent Microsoft OS. Most customers are still using MS Windows XP as opposed to the brand new MS Windows 7. Is Windows XP still acceptable?	The customer will determine the radio programming software at the date of the procurement order; therefore, a radio programming software exception is allowed in this ITB. See Addendum 3 for clarification.	Icom America, Inc.
44	Tuesday, February 01, 2011 1:00:52 PM	If a manufacturer chooses not to bid, and requests a Florida authorized dealer to bid on their behalf, how will this be handled by DMS?	Please see the response provided to Question 41.	Williams Communications, Inc.
45	Tuesday, February 01, 2011 1:01:33 PM	An addendum should be added to require minimum battery specifications and prior testing of the battery before DMS accepts an aftermarket product. An inferior battery with lacking specifications will jeopardize equipment performance and risk the lives of our public safety officers.	The minimum battery specifications are listed in Sections 6.6.3, 6.9.3.2, and 6.13.3 of this ITB.	Williams Communications, Inc.
46	Tuesday, February 01, 2011 1:02:03 PM	If a manufacturer has no conduit for bidding purposes, can they appoint an authorized dealer to bid their products?	Please see the response provided to Question 41.	Williams Communications, Inc.

47	Tuesday, February 01, 2011 1:06:52 PM	6.8.5.1. **Rain** 6.8.5.1.1. **MIL-STD-810, Revision G.** All radio equipment and accessories shall comply with Test Method 506.5, Rain, Procedure 1 for rain and blowing rain. 6.8.5.1.2. **MIL-STD-810, Revision F**. As an alternative to the above rain test, all radio equipment and accessories shall comply with Revision F, Test Method 506.4, Rain, Procedure 1 for rain and blowing rain. Is IP-57 for water immersion acceptable in place of MIL-STD-810?	This ITB requires Military Standard 810 (MIL-STD-810).	Icom America, Inc.
48	Tuesday, February 01, 2011 1:12:03 PM	For Trunk Mount configurations of the mobile radios, is it acceptable for the control head unit to meet the MIL-STD requirements or does the control head AND the remotely mounted transceiver deck unit need to both meet the MIL-STD?	Both control head and the radio shall meet or exceed MIL-STD-810.	Icom America, Inc.
49	Tuesday, February 01, 2011 1:16:16 PM	6.5.1.1. **Configurations.** Each mobile radio shall support conventional and trunked analog 2-way voice communications in one of two configurations as listed below. Do these radios have to support both “conventional and trunked analog” in the same radio? This would be very expensive for any users that are not planning on using the radio on a trunked radio system.	Please see the response provided to Question 21.	Icom America, Inc.

50	Tuesday, February 01, 2011 1:25:49 PM	The specifications in this ITB contains no language for consideration of any 6.25 KHz digital radio technologies, as referenced in the FCC's Report & Order #3 of December, 2004 for Part 90 Narrow Banding. That R&O and subsequent Report & Orders issued in both 2009 and 2010, encourage all Part 90 VHF and UHF licensees to migrate to 6.25 KHz radio systems by January, 2013. Since this contract will span multiple years and will be the main tool for Florida State agencies and many other co-users to move to narrow band radios and systems, what is the plan for the State of Florida to migrate to 6.25 KHz after 2012?	This information is not required to respond to this ITB.	Icom America, Inc.
51	Tuesday, February 01, 2011 1:26:27 PM	Can a provision be made for the Bidder to have a Emergency Response Delivery Capability? – (Vendors shall supply a written plan to deliver batteries within 24 hours to support all Florida state agencies In the event of an emergency or natural disaster. It is required that vendors maintain a stocking location in Florida to better support this capability.)	Please see the response provided to Question 38.	Williams Communications, Inc.
52	Tuesday, February 01, 2011 1:26:59 PM	If a manufacturer chooses not to bid, and requests a Florida authorized distributor to bid on their behalf, how will this be handled by DMS?	Please see the response provided to Question 41.	Williams Communications, Inc.
53	Tuesday, February 01, 2011 1:27:39 PM	If a manufacturer has no conduit for bidding purposes, can they appoint an authorized distributor or dealer to bid their products?	Please see the response provided to Question 41.	Williams Communications, Inc.

54	Tuesday, February 01, 2011 1:28:17 PM	Some of Gov. Scott's initiatives for the state are focused on economic growth in FL and creating and keeping jobs in Florida. As this ITB is written, there is nothing that gives weight to Florida based companies. It allows for companies domestic and foreign to bid. Allowing anyone to bid will take income away from our state and be a disservice to our state, foregoing local support and local jobs. Will more weight be given to Florida based companies, whether they are authorized dealers or manufacturers?	Please see the response provided to Question 42.	Williams Communications, Inc.
55	Tuesday, February 01, 2011 1:31:45 PM	Is the State and the OMS aware that the ITB does not include any consideration for the inclusion of 6.25 KHz capability for radios manufactured after January 1,2013 as noted in the FCC Report & Order issued on June 30, 2010 in response to as petition filed by NPTSC on Narrow Banding? According to that R&O, all radios manufactured after 12/31/12 are required to have 6.25 KHz spacing capabilities in addition to 12.5 KHz.	This information is not required to respond to this ITB.	Icom America, Inc.
56	Tuesday, February 01, 2011 1:36:28 PM	The SLEERS Statewide 800 MHz Radio System is an EDACS Radio Technology that is not P25 capable or P25 interoperable. There are no known plans at this time to migrate the SLEERS system to P25 (Phase 1 or Phase 2). How will the many state and local agencies using this EDACS trunked system communicate with the folks that will be using the P25 radios that are included as part of this ITB? There appears to be no EDACS included in this ITB.	This information is not required to respond to this ITB.	Icom America, Inc.
57	Tuesday, February 01, 2011 1:40:23 PM	It was stated at the pre-bid conference that DHS and other grants require P25 radios. Is the State and DMS aware that DHS Grant Funding is no longer exclusively committed to P25 only radio technology and, in fact, permits the use of grant funds for other digital two-way radio platforms?	This information is not required to respond to this ITB.	Icom America, Inc.

58	Tuesday, February 01, 2011 1:42:43 PM	A provision in the ITB radio specifications mandates that all portable and mobile radios be capable of 12.5 KHz analog conventional and analog trunking. This provision seems in conflict with the needs of those State agencies who do not employ analog trunking as part of the radio system.	Since some agencies still have analog radios, the intent of the ITB is to offer P25 radios along with narrowband analog radios in either a trunked or conventional mode.	Icom America, Inc.
59	Tuesday, February 01, 2011 1:55:59 PM	In reviewing the general specifications for base station and repeaters, our engineering group found that many of the specifications seem to be written to favor a particular manufacturer or group of manufacturers. Many of the items do not have a direct impact on the functionality and performance of the base station or repeater equipment. Some of these requirements include: • Chassis Assembly –no exposed terminations such as uncovered terminal blocks or screw lugs shall be permitted. • Antenna Interface – an integral antenna switch is required. • Hand Microphone – a CTCSS hand microphone requirement. • Tone Control – must be built in and integral to the unit. • Two-Tone Paging (Crew Alerting) – as a standard built in feature All of these items can be supplied and are available, but are simply not built in or standard items. This makes it very difficult for some of us to bid on these items.	The purpose of this ITB is to achieve interoperability, and Respondents should offer the general specifications for base station/repeater as listed in this ITB, as well as meet the minimum specifications for the base station/repeater.	Icom America, Inc.
60	Tuesday, February 01, 2011 1:58:23 PM	Please justify the omission of several important digital two-way radio technologies, including NXDN, MotoTRBO and DMR from consideration in this bid? Why has the State of Florida chosen to arbitrarily set technical specifications for equipment it will accept for this contract rather than allow products from the various manufacturers to receive consideration by the various agencies who will be using the equipment?	The scope of this ITB is to achieve interoperability with P25 Standards.	Icom America, Inc.

ADDENDUM NO. 3

State of Florida
Department of Management Services

INVITATION TO BID (ITB) No. 09-725-500-A
Land Mobile FM or PM Communications Equipment
February 22, 2011

Please Note: This Addendum No. 3 does not need to be returned with the Response.

The following sections are stricken from the ITB in their entirety:

~~6.4.1.5.5 A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.4.1.5.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from Purchaser.~~

~~6.4.1.5.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers and testing facilities throughout the state.~~

~~6.5.1.25.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.5.1.25.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.~~

~~6.5.1.25.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.~~

~~6.6.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.6.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10~~

~~radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from the Purchaser.~~

~~6.6.1.20.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.~~

~~6.7.1.14. Receive Audio Noise Squelch. Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.~~

~~6.7.1.15. CTCSS/CDCSS. Each radio shall contain an integral encoder/decoder to allow for its usage in a 2-way radio CTCSS/DCSS. The tone-controlled squelch shall be compatible with the normal receiver squelch function and adjustable sensitivity. The frequencies used for the tone-controlled squelch shall be as specified in TIA-603-D. In local control an automatic switch shall be included to permit receive audio monitoring of the channel by a radio user prior to transmitting. This switch shall be separate from the PTT control. Radios shall support identical or different receive and transmit CTCSS/DCSS tones. Specific tone frequencies will be provided to the vendor when a procurement order is initiated.~~

~~6.7.1.16. Squelch Tail Elimination. Each radio shall be provided with circuitry designed to inhibit extraneous noise or squelch tail at the end of a transmission. The elimination of squelch tail noise shall be incorporated in both the transmitter and the receiver.~~

~~6.7.1.18. Two-Tone Paging (Crew Alerting). Each radio should support industry standard two-tone paging including at a minimum the Motorola "Quick-Call" and General Electric "Type 99" two-tone formats.~~

~~6.7.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.7.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order. The vendor shall also provide the software upon request from the customer.~~

~~6.7.1.20.7. The programming software shall be provided with an unlimited license permitting the customer to make multiple copies for use by radio programmers.~~

~~6.7.3.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.~~

~~6.7.4.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 40 dB.~~

~~6.7.5.1.4. Radios shall transmit with a minimum FM hum and noise ratio of 34 dB.~~

~~6.8.2.22.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.8.2.22.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.~~

~~6.8.2.22.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.~~

~~6.9.2.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.9.2.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.~~

~~6.9.2.7. The programming software shall be provided with an unlimited license permitting Purchaser to make multiple copies for use by radio programmers.~~

~~6.10.1.20.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.10.1.20.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.~~

~~6.10.1.20.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers.~~

~~6.11.1.13.5. A radio interface device, including any necessary cabling shall be provided to connect the radio to a computer. The computer interface shall use either the RS-232 serial interface standard or the Universal Serial Bus (USB) standard. One radio interface~~

~~device shall be provided for every 10 radios ordered, however, a minimum of one radio interface device shall be provided with each radio procurement order.~~

~~6.11.1.13.6. The programming software shall be provided via Microsoft compatible electronic media or via download from the manufacturer's website. If necessary, download login access must be provided. If electronic media is used one copy shall be provided for every 10 radios ordered, however, a minimum of one compact disk shall be provided with each radio procurement order.~~

~~6.11.1.13.7. The programming software shall be provided with an unlimited license permitting the Purchaser to make multiple copies for use by radio programmers and testing facilities throughout the state.~~

The following changes are made to these sections of the ITB:

3.4 Who May Respond

Fully capable ~~m~~**M**anufacturers **and Manufacturer's Authorized Dealer(s)** who meet the Technical Specifications and which possesses the financial capability, experience and personnel resources to provide products and services of the scope and breadth described in this ITB may respond to this solicitation. ~~**PLEASE NOTE: There shall be one and only one bidder per manufacturer.**~~ **Manufacturers may authorize multiple dealers/distributors to respond to this solicitation.**

Note: Failure of an Authorized Dealer to submit a Manufacturer's Authorization Form with their response in accordance with Section 3.9.13 may result in the rejection of the response or the elimination of eligibility for that product.

In accordance with Section 5.18, Authorized Dealers, Manufacturers **awarded the Contract** may use their distributor network to fulfill the requirements of the Contract. However, in each and every case, the manufacturer, not the distributor, will be held accountable for performance under the Contract and shall be the focal point for all performance issues. **For Manufacturer's Authorized Dealer(s) who bid and are awarded the Contract, Section 5.18 does not apply, and the Contractor will not be permitted to partner with other Authorized Dealers to fulfill the requirements of the Contract.**

The State Agencies and Eligible Users retain the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

The Department will accept responses from responsive and responsible Respondents that are in good standing with the State of Florida, meet product and services specifications and possess the financial capability, experience, and personnel resources to provide equipment and services of the scope and breadth described within this Invitation to Bid. Respondents must meet all requirements including, but not limited to, the following:

- ~~Respondent must be the primary Manufacturer of Land Mobile FM or PM Communication Equipment.~~

- Respondents may provide any or all of the following in order to meet the varying needs of the State's Eligible Users in accordance with solicitation requirements outlined in Section 6 of this document:

    - Base Stations/Repeaters (VHF-HB, UHF, 700/800 MHz)
    - Mobiles/Portables (VHF-HB, UHF, 700/800 MHz)
    - Portable Accessories, including batteries, speakers, mikes, chargers, cases, clips, etc.
    - Vehicular Repeaters (VHF-HB, UHF, 700/800 MHz)
    - Control Stations
    - Dispatch Consoles
    - Other (see Section 6 for additional included items)

- Respondents **must** be a registered vendor in the MyFloridaMarketPlace (MFMP) Vendor Registration system to do business with the State of Florida. If you are not already a registered vendor, you may view registration information as well as other pertinent information at: https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1

- Respondents **must** be registered with the Florida Department of State - Division of Corporations. To check your registration or to register with the Division of Corporations, please go to: www.sunbiz.org.

- Only Respondents that are capable of Electronic Invoicing through MyFloridaMarketPlace may respond to this solicitation. See Section 7 to view the MyFloridaMarketPlace Electronic Invoicing Requirements.

- Respondents **must** be current with all MyFloridaMarketPlace (MFMP) transaction fees per Section 287.057(23), Florida Statutes, and 60A-1, Florida Administrative Code (F.A.C.).

3.9.1 Price Sheet Responses

Price Sheet Responses will be submitted in the locations and formats provided in the Price Sheets, Section 7.0.1.

All Prices will be in U.S. Dollars, ($USD; e.g., $99,999.99); all Discounts shall be a Percentage off MSRP to the one-hundredth decimal place (%; e.g., 99.99%); all Florida Prices listed shall be the ceiling price for the State of Florida Eligible Users. Respondents are encouraged to provide additional discount levels for volume or aggregate purchases. The Respondent shall include in the Price for each Commodity offered: any profit, administrative charges, environmental fees, handling charges, shipping charges, delivery charges to any point within the State of Florida, warranty charges, and any other charges or fees necessary to deliver the product according to the requirements, specifications, terms, and conditions, exclusive of taxes.

The Respondent may offer only the product(s) available that meet or exceed the solicitation's requirements, specifications, terms, and conditions. Should a Respondent submit a Response containing a product that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, that offer will be disqualified as nonresponsive. The Department in its sole discretion shall determine the acceptability of a commodity or contractual service offered.

The Price Sheet will be submitted to the Department via CD in accordance with Section 3.9. **Respondents will provide two price sheets, one for conventional and one for trunked radio systems. Respondents should clearly label each price sheet. Failure to provide a compliant Price Sheet in the solicitation Response may result in rejection of the Response.**

3.9.13 Manufacturer's Authorization Form

Manufacturer's Authorization form (Section 7.0.11) will be submitted to the Department via CD in accordance with Section 3.9. **Failure to submit a Manufacturer's Authorization Form may result in the rejection of the response or the elimination of eligibility for that product.**

Note: To be considered eligible for award, Authorized Dealers must submit the Manufacturer's Authorization Form (7.0.11) completed by the manufacturer to certify that the Respondent is authorized to provide products and services on behalf of the manufacturer.

5.18 Authorized Dealers

~~Respondents~~ **Manufacturers awarded the Contract** may allow authorized dealers, as defined in Section 3.4, to provide products and services on their behalf using the Authorized Dealer Form indicated in Section 7.0.9. ~~Respondents~~ **Awarded Manufacturers** are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. ~~Respondent~~ **Awarded Manufacturers** shall identify any CMBE dealers on the Authorized Dealer Form. Each dealer named will be responsible for product delivery and service for any orders received as well as providing assistance to Eligible Users. Dealers receiving orders on behalf of the Contractor are required to register in MyFloridaMarketPlace and with the Division of Corporations. All authorized dealers shall be under the DIRECT SUPERVISION of the awarded vendor and shall follow all contract requirements.

For Authorized Dealers who bid and are awarded the Contract, Section 5.18 does not apply, and the Contractor will not be permitted to partner with other Authorized Dealers to fulfill the requirements of the Contract.

6.4.1.4.7. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform to TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. ~~Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.~~

6.4.6.2.2. Radios shall be able to receive over an “as needed” ~~VHF,~~ UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.7.2.2. Radios shall be able to receive over “as needed” ~~VHF,~~ UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.4.8.2.2. Radios shall be able to receive over an “as needed” ~~VHF,~~ UHF Band frequency spread that will be provided to the vendor when a procurement order is initiated.

6.7.1.14. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. ~~Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.~~

6.7.3.2.3. The ~~radio~~ **VHF-HB base station/repeater** receiver audio output shall achieve a minimum of ~~12 dB SINAD~~ **5% Bit Error Rate (BER)** using a ~~reference~~ **digital receiver** sensitivity of 0.35 uV at the receiver RF input. **Section 6.18 also reflects the 5% BER for all P25 radios in this ITB.**

6.7.4.2.3. The ~~radio~~ **VHF-HB base station/repeater** receiver audio output shall achieve a minimum of ~~12 dB SINAD~~ **5% Bit Error Rate (BER)** using a ~~reference~~ **digital receiver** sensitivity of 0.35 uV at the receiver RF input. **Section 6.18 also reflects the 5% BER for all P25 radios in this ITB.**

6.7.5.2.3. The ~~radio~~ **VHF-HB base station/repeater** receiver audio output shall achieve a minimum of ~~12 dB SINAD~~ **5% Bit Error Rate (BER)** using a ~~reference~~ **digital receiver** sensitivity of 0.50 uV at the receiver RF input. **Section 6.18 also reflects the 5% BER for all P25 radios in this ITB.**

6.9.2.4. The radio programming software shall be directly compatible with the most recent version of the Microsoft personal computer operating system**, or as specified by the Customer in their purchase order**. The date to be used for determining the most recent version of the Microsoft personal computer operating system shall be the date that an individual procurement order is initiated.

6.10.1.12. **Local Radio Control**. Each radio shall include a remote desktop microphone and speaker. This equipment shall include a PTT switch, receive audio speaker, receive audio mute and volume control, and receive audio monitoring switch to bypass the squelch before transmitting. The minimum cable lengths for the microphone and speaker shall be ~~20~~ **five (5)** feet.

6.10.1.15. **Receive Audio Noise Squelch.** Each radio shall be equipped with a receiver squelch circuit that can automatically mute the received audio in the absence of an incoming signal. The circuit shall be comparator-based and compare a carrier automatic gain control signal with a threshold sensitivity that the operator can adjust during normal radio operation. The circuit shall include a noise compensator to squelch audio when only burst noise is present. The carrier squelch sensitivity shall conform with TIA-603-D and be adjustable over a minimum of 6 dB of sound pressure level starting from the maximum squelch sensitivity setting, in any receiver mode of operation. ~~Receive audio noise squelching shall also support remote interfacing and voter operation via tone control or E&M signaling.~~

6.14.2. **Random Samples**: **Vendors are not required to submit sample products with their bid response. However, the Department reserves the right to request samples** ~~Samples of delivered items may be selected~~ at random and test~~ed~~ for compliance with these specifications **throughout the term of the Contract**.

6.16.2. **Warranty Repairs**

During the manufacturer's warranty period, the vendor shall provide the necessary labor and transportation to maintain the equipment at peak system performance. The vendor shall provide replacement parts and materials and qualified personnel to service the equipment ~~at the sites work~~ within ~~one (1) hour~~ **twenty-four (24) hours** after notification of Category 1 and Category 2 equipment failure. ~~Equipment shall not be out of service in excess of four (4) hours after notification of equipment failure.~~ This warranty period maintenance shall be on a working hour basis as follows:

24 hours per day, seven days per week.

Except the vendor shall not be liable if failure to perform the working hours provisions arise out of cause beyond the control and without the fault or negligence of the Contractor (acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.).

The vendor must provide at least next day service to restore Category 3 equipment.

ADDENDUM NO. 4

State of Florida
Department of Management Services

INVITATION TO BID (ITB) No. 09-725-500-A
Land Mobile FM or PM Communications Equipment
March 2, 2011

Please Note: This Addendum No. 4 does not need to be returned with the Response.

The following changes are made to these sections of the ITB:

1.5 Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted within the Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu).

Event	Time (EDT)	Date
ITB Release		**January 12, 2011**
Vendor Bid Conference – Non Mandatory **4050 Esplanade Way, Room 101** **Tallahassee, FL 32399** **Conference Call Information** **Call number: 1-888-808-6959; Conference Code: 4881086** ***SUNCOM Conferencing Service will only accept the first 120 callers***	**2:00 PM**	**January 25, 2011**
Deadline for Questions Submitted by email to LandMobileCommEqp@dms.myflorida.com	**2:00 PM**	**February 1, 2011**
Answers to Respondents Questions Posted		**February 22, 2011**
ITB Submission Deadline	**2:00 PM**	**March ~~8~~ 17, 2011**
Posting of Intent to Award		**~~March 29~~ April 12, 2011**
Contract Start Date		**On or about April ~~18~~ 26, 2011**

THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.5, TIMELINE.

It is strongly recommended to submit your solicitation response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

3.6 MFMP Sourcing Tool

This solicitation will NOT be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). All documents and addendums for this solicitation will be posted on the Vendor Bid System (VBS) and on State Purchasing's website at: **~~http://dms.myflorida.com/media/purchasing/state_term_contract_files/itb_09_725_500_a~~**

http://dms.myflorida.com/media/purchasing/state_term_contract_files/itb_09_725_500_a

3.9.1 Price Sheet Responses

Price Sheet Responses will be submitted in the locations and formats provided in the Price Sheets, Section 7.0.1.

All Prices will be in U.S. Dollars, ($USD; e.g., $99,999.99); all Discounts shall be a Percentage off MSRP to the one-hundredth decimal place (%; e.g., 99.99%); all Florida Prices listed shall be the ceiling price for the State of Florida Eligible Users. Respondents are encouraged to provide additional discount levels for volume or aggregate purchases. The Respondent shall include in the Price for each Commodity offered: any profit, administrative charges, environmental fees, handling charges, shipping charges, delivery charges to any point within the State of Florida, warranty charges, and any other charges or fees necessary to deliver the product according to the requirements, specifications, terms, and conditions, exclusive of taxes.

The Respondent may offer only the product(s) available that meet or exceed the solicitation's requirements, specifications, terms, and conditions. Should a Respondent submit a Response containing a product that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, that offer will be disqualified as nonresponsive. The Department in its sole discretion shall determine the acceptability of a commodity or contractual service offered.

The Price Sheet will be submitted to the Department via CD in accordance with Section 3.9. Respondents will provide two price sheets, one for conventional and one for trunked radio systems. Respondents should clearly label each price sheet. **Failure to provide a compliant Price Sheet in the solicitation Response may result in rejection of the Response.**

Respondents offering additional configurations for equipment listed in the Price Sheet, which still meet the technical specifications of this solicitation, may submit other configurations on a separate Price Sheet. Respondents may reproduce the Price Sheet using MS Excel, as long as the Respondent includes the same format and fields provided in the original Price Sheet (Attachment 7.0.1).

6.1.2.2. Very High Frequency (VHF) High Band. For the purposes of this specification the VHF High Band is the radio frequency spectrum between ~~150~~ **136** and 174 MHz.

7.0.1 Price Sheet (Section 3.9.1)

To view changes made to the Price Sheet, follow the link provided in Section 3.6. Changes to the Price Sheet are highlighted in red.

ADDENDUM NO. 5

State of Florida
Department of Management Services

INVITATION TO BID (ITB) No. 09-725-500-A
Land Mobile FM or PM Communications Equipment
March 9, 2011

Please Note: This Addendum No. 5 does not need to be returned with the Response.

The following changes are made to this section of the ITB:

5.14 Price Adjustments

Proposed discounts shall be firm against decrease for the life of the contract. Requests for price increase/decrease may be submitted to the State if there is a documented change in cost. The State reserves the right to accept or reject requests within thirty (30) days after receipt of request. Price increases may be requested by the Contractor by using the STC Change Form in Section 7.1.3 in this solicitation document. Price change requests are subject to the Producer Price Index (PPI) for Industry: "Communications Equipment Manufacturing", as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (Series ID PCU3342). The Contractor may offer price reductions at any time and the State may request a reduction in price any time the PPI shows de-escalation in costs.

The last published non-preliminary Producer Price Index for the month prior to the award/anniversary date of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the New PPI Index.

All requests for price adjustments must be substantiated by manufacturer's certification of cost or other documentation and approved by the State of Florida's Contract Administrator prior to implementation. The maximum net rate percentage increase per twelve (12) month period shall not exceed the PPI allowable amount or 3%, whichever is less.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- Go to BLS website: http://www.bls.gov/ppi/#data
- Click on the PPI Databases link
- Select "Industry Data (one screen)"
- Box 1 - Type "3342" in the "Select an Industry" box and click the adjacent "Find" button.
- Box 2 - Select "3342--3342" for "Communications equipment mfg" in the "Select One or More Products" box
- Box 3 - Click the "Get Data" button. A table similar to the one shown below will be created.

Series Id: PCU3342--3342--
Industry: Communications equipment mfg
Product: Communications equipment mfg
Base Date: 198512

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2000	111.4	110.9	110.7	110.4	110.1	110.1	110.2	110.2	110.3	110.2	110.2	110.2	110.4
2001	110.4	110.4	110.4	108.5	108.6	108.5	108.1	107.6	107.8	107.8	107.7	107.7	108.6
2002	107.5	106.6	106.5	105.7	105.6	105.3	104.3	104.5	104.5	103.6	103.5	102.8	105.0
2003	102.7	101.9	102.8	102.7	102.6	102.1	101.0	101.1	101.4	100.5	100.9	100.9	101.7
2004	100.7	98.6	98.6	98.5	98.6	98.2	97.9	98.3	97.9	97.3	97.9	97.8	98.4
2005	97.5	97.3	97.4	97.5	97.4	97.2	97.1	97.0	96.6	96.6	96.5	96.4	97.0
2006	95.7	96.1	95.9	96.0	96.0	96.1	95.8	96.0	96.1	95.8	95.8	95.3	95.9
2007	95.5	95.7	95.9	95.8	95.8	95.8	95.8	95.8	95.8	95.9	95.8	95.8	95.8
2008	96.2	96.9	96.8	96.9	97.2	97.1	97.3	97.3	97.3	97.2	97.4	97.4	97.1
2009	97.5	97.2	97.2	97.2	97.1	97.1	97.2	97.1	97.2	97.2	97.2	97.2	97.2
2010	97.2	97.1	97.1	96.7(P)	96.6(P)	96.8(P)	97.1(P)						

P : Preliminary. All indexes are subject to revision four months after original publication.

~~**Example:**~~
~~Index at time of request……97.2~~
~~Divided by index at time base price was set ……..……..97.5~~
~~Equals (De-Escalation Rate)……..< 0.9969 >~~

~~**To determine the new discount percent:**~~
~~New PPI / Old PPI = Price Escalation/De-escalation Rate (rounded to the four decimal points). Then take Old Price Discount % / Price Escalation/De-escalation Rate = New Price Discount % (rounded to two decimal points).~~

~~**Calculation:**~~
~~97.2 ÷ 97.5 = .9969 (which equates to a Price De-escalation Rate of 99%)~~
~~25% ÷ 99.00% = 25.25% (New Price Discount Percent)~~
~~Any increases/decreases approved during the term of the contract shall become effective no later than thirty (30) days after approval of the request.~~

Calculation:
New PPI / Old PPI = Percent Increase or Decrease

For example:
New PPI = 103.0
Old PPI = 100.0
Calculation: 103.0 / 100.0 = 1.03 or 3 percent increase
This calculation shows that the base price should be increased by 3.0 percent.

Any increases/decreases approved during the term of the contract shall become effective no later than thirty (30) days after approval of the request.

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41411• Olympia, Washington 98504-1411 • (360) 407-2210
http://www.des.wa.gov

The State of Washington Department of Enterprise Services on behalf of the WSCA-NASPO Cooperative Purchasing Program

RFP Amendment 1

RFP Reference #: 06913

Title: Public Safety Communication Equipment

Date Issued: April 22, 2014

This **RFP** is amended as follows:

Purpose: **Change Proposal Due Date**

The RFP solicitation document will be amended as follows:

Page 12 Section 3.1 PROCUREMENT SCHEDULE, the Date/Time for the Proposal Due Date shall be changed from May 15, 2014 – 2:00 PM to June 11, 2014 – 2:00 PM. (This change should also be made on the Front Page of the document.)

(This delay will afford bidders additional time to review and respond to a second RFP amendment currently being drafted for WEBS posting.)

Please apply this change to your copy of the RFP solicitation document.

Bidders may complete and return this amendment with their proposal. All other terms, conditions, and specifications remain unchanged.

Previously scheduled proposal due date and time
May 15, 2014 - 2:00 PM

New proposal due date and time
June 11, 2014 – 2:00 PM

Signed: Robert Paulson, Jr., C.P.M.
Procurement Coordinator

4/22/14
Date signed

Bidder may complete the following:

Company: _____

Authorized Representative: _____

Address: _____

Phone/Fax/E-mail: _____

_____ _____

Signature Date

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41411• Olympia, Washington 98504-1411 • (360) 407-2210
http://www.des.wa.gov

The State of Washington Department of Enterprise Services on behalf of the WSCA-NASPO Cooperative Purchasing Program

RFP Amendment 2

RFP Reference #: **06913**

Title: **Public Safety Communication Equipment**

Date Issued: **May 12, 2014**

This **RFP** is amended as follows:

Purpose: Modify the RFP document.

As a result of discussions during the pre-proposal conference held April 9, 2014 at the Seattle Marriott Sea-Tac Airport Hotel and Bidder comments and questions received following the conference, the RFP solicitation document will be amended as follows. Please apply the changes/revisions listed on the following pages to your copy of the RFP document.

Bidders should complete and return this amendment with their proposal. All other RFP terms, conditions, and specifications remain unchanged.

Proposal Due Date & Time

Remains Unchanged: June 11, 2014 – 2:00 PM

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

5/12/14
Date signed

Bidder should complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

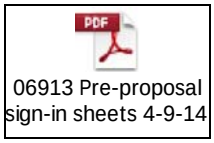
Phone/Fax/E-mail: _____

_____ _____

Signature Date

Comments:

1. Vendor comments and questions received during and following the April 9, 2014 pre-proposal conference have been reviewed and changes/revisions to the RFP document have been provided below. Comments or questions asking for an explanation, confirmation, or clarification generally were not responded to because it was determined a response was unnecessary or the issue was already adequately addressed in the RFP document as written or as amended below.
2. Bidder's references may return a copy of the original APPENDIX G CUSTOMER REFERENCE QUESTIONNAIRE as published with the original RFP document or may submit an amended questionnaire that includes the change/revision described below.
3. In accordance with the revised procurement schedule (provided below) Bidders may submit comments and questions about Amendment #2 changes/revisions to the Procurement Coordinator before close-of-business May 19, 2014.
4. Provided below is an embedded pdf file that lists vendors who attended the April 9, 2014 pre-proposal conference.



Please make the following changes/revisions to your copy of the RFP document. (Page number references are those of the original RFP document.)

Page 8 Part I Solicitation Document, Section **1.7 MODEL CONTRACT**, in the first paragraph, delete the last sentence and replace it with the following new sentence: "In addition to the BIDDER'S AUTHORIZED OFFER, bidders should return the contract document with their response, without modification or contingency, except as provided for in Section 4.5 ALTERATIONS TO OFFICIAL DOCUMENTS AND CONFLICTING MATERIALS."

Page 9 Part I Solicitation Document, Section **1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE),** in the fourth paragraph change "Appendix K" to "Appendix L".

Page 10 Part I Solicitation Document, Section **2.1 PURPOSE,** change the third bullet to read "Desktop (single-band and dual-band). Add the following two new categories: "8. RF Transmission Lines," and "9. RF Filtering Equipment"

Page 12 Part I Solicitation Document, Section 3**.1 PROCUREMENT SCHEDULE.** Revise the schedule as follows - **Projected Schedule of Events:**

Date/Time	Event
March 12, 2014	Issue Solicitation document (available for download from www.des.wa.gov/webs)
April 9, 2014	Bidder Pre-proposal Conference (see Section 3.2 for location/directions, etc.)
April 22, 2014	Issue Amendment #1 (rescheduling proposal due date)
May 12, 2014	Issue Amendment #2
May 19, 2014	Deadline for Bidder Questions and Comments (related to Amendment #2 changes/revisions)
As necessary	Amendment issued, if applicable (bidders should begin checking the website for any amendments)
June 11, 2014- 2:00 PM	Revised Proposals Due date
Next Day	Evaluation begins
September 11, 2014	Anticipated announcement of Apparent Successful Bidder(s)
	Bidder debriefs (as requested)
September 12, 2014	Issuance of awarded Contracts
October 30, 2014	Anticipated Contract start

Page 17 Part I Solicitation Document, Section **4.9 PROPOSAL PRICING.** Change the second paragraph to read as follows: "Failure to identify all costs and prices in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification."

Page 17 Part I Solicitation Document, Section **4.10 CUSTOMER REFERENCES.** In the second paragraph change the second sentence to read: "The aggregate value of these purchases must have exceeded $250,000 ($100,000 for the categories/subcategories: In-vehicle Repeaters, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines, and RF Filtering Equipment) during the past two years."

Page 19 Part I Solicitation Document, **Section 4.15 SPECIFICATIONS**. In the second paragraph change the first bullet to read: "Portable (dual-band, single-band tier I, single-band tier II and single-band tier III)"; change the second bullet to read: "Mobile (dual-band, single-band tier I, single-band tier II and single-band tier III)"; and the third bullet to read: "Desktop (dual-band, single-band tier I and single-band tier II)";. Change the last sentence in this paragraph to read: "A single target product specification is used for the other categories, including: Gateway Devices,

Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines and RF Filtering Equipment."

Page 20 Part I Solicitation Document, **Section 4.16 PRICING**. Change this entire section to read as follows:

Bidders are to offer pricing in Appendix H Price Worksheets for each category or subcategory for which they wish to be considered for an award. Bidders are to identify by manufacturer and model number the specific product offered which meets or exceeds target product specifications described in Appendix G Specifications. Identify a fixed percentage discount (rounded to the 1/10 of one percent) to be applied off the manufacturer's list price for the entire product.

The manufacturer's price list identified by the Bidder in Appendix H Price Worksheets must be a national published and/or web-posted product price list used to determine specific prices for public safety communication equipment and services made available to commercial and governmental customers.

In response to each specification line item, identify your part number which meets the specified performance, feature or accessory. If there is no specific part number then Bidder should state "No available part number" or "Included in Line Number X.X" or some similar wording to explain the situation. Then show by line item: the manufacturer's list price; and the net price (i.e. the list price, less the fixed percentage discount listed/specified above, equals the net price rounded to the whole cent). Total line item net prices for the entire target product as configured shall be summed and used for evaluation purposes. If there is no applicable list price for the line item or the price is already included in the price of another line item, clearly indicate this is the case.

Bidders may also wish to offer pricing on Appendix H Price Worksheets for services that they offer, including but not limited to: equipment configuration and system design, equipment installation, equipment testing and customer acceptance, training, equipment repair and training. Pricing may be shown as a fixed percentage discount off the reference list price or as a per hour fixed charge.

Bidders who wish to offer other products they sell for this product category/subcategory may list these products on Appendix H Price Worksheets under the header "Other Available Products/Models" for consideration and possible inclusion in the contract award provided the level of price discount offered is equal to or greater than that offered for the target product. Additional product lines offered must meet established industry standards for the product.

When submitting a proposal for the dual-band radios Bidders may not offer under the header "Other Available Products/Models" single-band products.

However, for single-band tier II subcategories Bidders may not list any of their single-band tier I products under the header "Other Available Products/Models" on the price worksheets used for the following subcategories - portable, mobile, desktop/consoles and base station/repeater.

However, for single-band tier III subcategories Bidders may not list any of their single-band tier I or tier II products under the header "Other Available Products/Models" on the price worksheets used for the following subcategories – portable and mobile.

Page 23 Part I Solicitation Document, add the following new Section: **6.7 SOFTWARE LICENSE AGREEMENT,** For communication equipment ordered under the terms and conditions of this

Contract the Contractor may require the Purchaser/Purchasing Entity to agree to and sign a software license agreement prior to shipment of ordered equipment. Bidders should reference the Model Contract Section 5.10 Software License Agreement and Appendix M Software License Agreement. Bidders may suggest for MCC consideration modifications to this agreement provided the content is substantially the same.

Page 24 Part I Solicitation Document, Section **7.3 VOLUME/PROMOTIONAL DISCOUNTS:** Replace the wording of this section with the following revised wording: "Contract prices are the ceiling or maximum price Contractor is permitted to charge Purchasers. However, the Contractor may also offer greater discounts for volume orders or for promotional purposes. See Model Contract, Section 3.4 Volume/Promotional Discounts."

Page 25 Part I Solicitation Document, Section **8.1.4 Best Value**: In the second paragraph change the last sentence to read as follows: "Subcategories for the radio category include: portable radios (dual-band and single-band tier I, tier II and tier III), mobile radios (dual-band and single-band tier I, tier II and tier III), desktop radios (duel-band and single-band tier I and tier II), base station/repeater (single-band tier I and tier II), and in-vehicle repeater."

Page 27 Part I Solicitation Document, Section **8.1.7 Specification Evaluation**: In the second sentence of the first paragraph change the word "seven" to "nine". Also in the first paragraph change the third sentence to read "They include: radios, gateway devices, microwave radios and ancillary equipment, test equipment, portable radio accessories, dispatch consoles, RF Transmission Lines, and RF Filtering Equipment."

In the second paragraph change the first sentence to read as follows: "Within the category of radios target product specifications are provided for each of the following subcategories: portable radios (for dual-band and single-band (tier I, tier II and tier III performance level), mobile radios (for dual-band and single-band (tier I, tier II and tier III performance level), desktop radios (for dual-band and single-band (tier I and tier II performance level), and base station/repeater radios(for single-band (tier I and tier II performance level) equipment."

Page 28 Part I Solicitation Document, Section **8.1.9 Cost/Price Evaluation**: In the first sentence of the first paragraph change "4.19" to 4.16".

Pages 30 & 31 Part I Solicitation Document, Section **8.1.10 Evaluation and Award within Competitive Range**: In the section titled **Competitive Range Awards:** change the first sentence in the third paragraph to read as follows: "However, for the Radio subcategories of: portable radio (dual-band, single-band tier I, single-band tier II or single-band tier III), mobile radio (dual-band, single-band tier I, single-band tier II or single-band tier III), desktop radio (dual-band, single-band tier I or single-band tier II), and base station/repeater radio (single-band tier I or single-band tier II), if a Bidder is qualified to receive an award for at least two of these subcategories then steps may be taken by the Procurement Coordinator to qualify them for inclusion in the award of the other of these subcategories provided the other subcategory(ies) were included in the Bidder's proposal."

Also in this section under 1. Radios, under Portable, under Single-band Tier II, insert a new bullet to read: "Tier III". Under Mobile, under Single-band Tier II, insert a new bullet to read: "Tier III". Then change the bullet "Desktop/Console" to "Desktop". Add two new categories: "8. RF Transmission Lines" and "9. RF Filtering Equipment".

Page 31 Part I Solicitation Document, Section **8.3 ANNOUNCEMENT OF APPARENTLY SUCCESSFUL BIDDER:** Change "3.5" to "3.3".

Page 38 Part II Model Contract, Section **1.1 CONTRACT SCOPE:** Under category 1. Radios, under Portable, under Single-band Tier II, insert a new bullet to read: "Tier III". Under Mobile, under Single-band Tier II, insert a new bullet to read: "Tier III". Then change the bullet "Desktop/Console" to "Desktop". Add two new categories: "8. RF Transmission Lines" and "9. RF Filtering Equipment".

Page 37 Part II Model Contract, Section **1.6 PURCHASERS/PURCHASING ENTITIES**, in the third paragraph add the state of "California - $8,000,000/year."

Page 40 Part II Model Contract, Section **3.1 PRICE PROTECTION**, delete this entire section. Then renumber the following sections: 3.2 becomes 3.1; 3.3 becomes 3.2; 3.4 becomes 3.3; and 3.5 becomes 3.4.

Page 40 Part II Model Contract, Section **3.2 CONTRACT PRICING**, change the first sentence to read as follows: "During the term of the Contract, Contractor must have and maintain a national published and/or web-posted product price list for all public safety communication equipment products and services available through the Contract, including those identified in Appendix H Price Worksheets."

Page 41 Part II Model Contract, Section **3.4 VOLUME/PROMOTIONAL DISCOUNTS:** Replace the wording of this section with the following revised wording: "Contract prices, including the applicable price discount, shall be the maximum or ceiling price Contractor can charge Purchasers. However, the Contractor may offer a Purchaser a greater price discount for a volume order or for promotional purposes which would result in even lower purchase prices."

Page 43 Part II Model Contract, Section **5.2 SHIPPING AND RISK OF** LOSS: Change the first paragraph to read as follows: "Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser's specified destination with all transportation and handling charges included. However, for the category Microwave Antennas only, additional freight charges may be prepaid and added to the invoice to cover the additional cost of shipment from the nearest port city to the Purchaser's receiving facility located outside the contiguous United States, provided the Purchaser approves the additional freight charge at the time of order placement."

Page 45 Part II Model Contract, add the following new Section "**5.10 SOFTWARE LICENSE AGREEMENT**, If the communication equipment ordered and delivered under the term and conditions of this Contract requires software or firmware to operate, the Contractor may require the Purchaser/Purchasing Entity to sign a software license agreement prior to shipment of the equipment. A software license agreement approved by the Contractor has been provided as Appendix M Software License Agreement."

Page 71 **APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS** Section **11. Shipping and Delivery**: In paragraph a. change the second sentence to read as follows: "Except for microwave antennas – reference Section 5.2 Shipping and Risk of Loss of

the Model Contract, all deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor."

Page 85 **APPENDIX D BIDDER INFORMATION AND PROFILE: Section 10. Customer References** after "$250,000" insert the following new wording "($100,000 for the categories/subcategories: In-vehicle Repeaters, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines; and RF Filtering Equipment)"

Page 87 **APPENDIX E CONTRACT MANAGEMENT AND PERFORMANCE PLAN:** Change the second paragraph to read as follows:
"The information provided below will apply the Bidder's plan to sell and service communication equipment in the following categories and subcategories:

- ☐ Radios
  - ☐ Portable
  - ☐ Mobile
  - ☐ Desktop
  - ☐ Base Station/Repeater
  - ☐ In-vehicle Repeater
- ☐ Gateway Devices
- ☐ Microwave Radios
- ☐ Dispatch Consoles
- ☐ Microwave Antennas
- ☐ Mobile Radio Antennas
- ☐ Base Station/Repeater Radio Antennas
- ☐ RF Transmission Lines
- ☐ RF Filtering Equipment"

Page 88 **APPENDIX F NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/ DISTRIBUTORS:** Change the second paragraph to read as follows:
"The information provided below will apply the Bidder's plan to sell and service communication equipment in the following categories and subcategories:

- ☐ Radios
  - ☐ Portable
  - ☐ Mobile
  - ☐ Desktop
  - ☐ Base Station/Repeater
  - ☐ In-vehicle Repeater
- ☐ Gateway Devices
- ☐ Microwave Radios
- ☐ Dispatch Consoles
- ☐ Microwave Antennas
- ☐ Mobile Radio Antennas
- ☐ Base Station/Repeater Radio Antennas
- ☐ RF Transmission Lines
- ☐ RF Filtering Equipment"

Page 89 **APPENDIX G SPECIFICATIONS**: Provided below are numerous changes/revisions to already identified "Target Product" Specifications. Additionally, new specifications have been provided below for four new Target Products, including: the Category: Radio / Subcategory: Portable Radio, Single-Band, Tier III; and for Category: / Subcategory: Mobile Radio, Single-Band, Tier III; RF Transmission Lines; and RF Filtering Equipment.

Page 154 **APPENDIX H PRICE WORKSHEETS:** Provided below are numerous changes/revisions to already identified "Target Product" Price Worksheets. Additionally, new specifications have been provided below for four new Target Products, including: the Category: Radio / Subcategory: Portable Radio, Single-Band, Tier III; and for Category: / Subcategory: Mobile Radio, Single-Band, Tier III; RF Transmission Lines; and RF Filtering Equipment.

Page 244 **APPENDIX I CUSTOMER REFERENCE QUESTIONNAIRE**, after "$250,000" insert the following new wording "($100,000 for the categories/subcategories: In-vehicle Repeaters,

Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines, and RF Filtering Equipment)" However, customer reference questionnaires returned without this change/revision will still be evaluated for identified communication equipment categories.

Additionally add the following two new equipment categories to the list below the category - "☐ Base Station/Repeater Radio Antennas": ☐ RF Transmission Lines; ☐ RF Filtering Equipment" and circulate to your company references for completion and submission to the Procurement Coordinator.

Page 247 **APPENDIX J INTENT TO PARTICIPATE**, at the bottom of the list of states, add "California," under the column State agencies list "$3,500,000," under the column Political subdivisions list "$4,500,000" and under the column Aggregate total list "$8,000,000."

Page 248 **APPENDIX K INDIVIDUAL STATES' TERMS AND CONDITIONS**, insert a new page at the end of this appendix titled: "California State Supplemental, General Provisions – Information Technology and Public Safety Radio Goods Special Provisions" then insert the following two documents provided in pdf format:





Page (new) **APPENDIX M SOFTWARE LICENSE AGREEMENT**: Has been provided below as a new appendix to this RFP solicitation document.

APPENDIX M SOFTWARE LICENSE AGREEMENT

This Appendix M Software License Agreement ("Agreement") has been made a part of the Contract/Master Agreement and shall be between the Purchaser/Purchasing Entity, and the *[Contractor]*.

For good and valuable consideration, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Designated Products" means original or replacement products provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Licensee" means Purchaser/Purchasing Entity who has purchased communication equipment through the Contract/Master Agreement.

1.4 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.5 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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3.4 Freedom of Use. Contractor understands that a Licensee may provide certain services to other Licensees that are agencies of local, state or federal government and other tax-supported entities. Contractor further understands that Licensees that are agencies of local, state or federal government and other tax-supported entities may provide services to the public. Software delivered hereunder may be used in the delivery of these services. Contractor acknowledges and agrees that such use of Software is acceptable under the licensing agreements contained herein.

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4.1 Other than as permitted in Section 3.4, Freedom of Use, Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement except as provided in Section 3.4.

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4.3 Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one

other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4 When using Contractor's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Contractor with a list of all locations at which Licensee uses or intends to use RSS upon Contractor's request.

4.5 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon fifteen (15) days prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations, no more than once per calendar year. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

5.0 OWNERSHIP AND TITLE

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. Other than as provided in the Contract, all intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

6.0 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 The commencement date and the term of the Software warranty will be a period of ninety (90) days from System Acceptance (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible material defect. Whether a defect occurs will be determined solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software.

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6.3 Contractor's sole obligation to Licensee, and Licensee's exclusive remedy under this warranty, is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.4 All other warranty claims are described in the Contract.

6.5 The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than an authorized user with respect to the Software or Documentation.

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8.0 TERM AND TERMINATION

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8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

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breach of this Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Licensee breaches this Agreement, Contractor may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Contract concerning Confidential Information apply.

11.0 LIMITATION OF LIABILITY

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Legal Notices are described in the Contract.

13.0 GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.3 ASSIGNMENTS AND SUBCONTRACTING. With the prior written consent of Licensee, which consent shall not be unreasonably withheld, Contractor may assign this Agreement including the

proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Licensee that may arise from any breach of the sections of this Agreement, or warranties made herein including but not limited to, rights of setoff.

13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Contractor's U.S. home office if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Agreement and the Contract, the parties agree that this Agreement prevails, only with respect to the specific subject matter of this Agreement, and not the Contract or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Agreement.

APPENDIX G SPECIFICATIONS

Please make the following changes/revisions to your copy of the RFP document and add the new sections as provided below.

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

1.7	FM Hum and Noise Ratio: -45/-46 dB (12.5kHz) -47/48 dB/(25KHz)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 47dB (12.5KHz) 52dB (25KHz)	
6.9	Programmable side buttons	

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
6.9	Programmable side buttons	

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
6.3	On/Off volume knob, and channel selector. Mounted on the top.	
6.7	Programmable side buttons	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

1.2.1	VHF 10-30 Watts	
1.7	FM Hum and Noise Ratio: 48 dB (12.5kHz) 50 dB/(25KHz)	
2.5	Spurious Response Rejection: 90dB (12.5KHz) 90dB (25KHz)	
2.6	Intermodulation Rejection: 82dB (12.5KHz) 80dB (25KHz)	
3.2	Tracking Sensitivity: -152 dBm	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

1.7	FM Hum and Noise Ratio: 48 dB (12.5kHz)	
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 80 dB (12.5 kHz)	
3.2	Tracking Sensitivity: -152 dBm	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier II, P25 Phase I GPS capable.
Channel capacity 1000 (min). Software – Defined Radio Architecture.

1.2.1	VHF 10-30 Watts	
3.2	Tracking Sensitivity: -152 dBm	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desk Top Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

4.4	Standby current at 110VAC 10VA Draw (MAX)	
4.5	Receive Current at 110VAC 35VA Draw (max)	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Desktop Radio, Single-Band Tier I, Project 25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

4.4	Standby current at 110VAC 10VA Draw (MAX)	
4.5	Receive Current at 110VAC 35VA Draw (max)	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Desktop Radio, Single-Band, Tier II, P25 Phase I, Channel capacity 1000 (min). Software – Defined Radio Architecture.

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

1.6	Audio Distortion %: <2.0/ (12.5 kHz)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 85 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 45 dB (12.5KHz)	
4.2	DC power base station with a 12V and/or 48V input.	
4.3	Input Voltage: 10.8 to 16.6DC and/or 36.0 to 60.0 DC	
~~4.4~~	~~Standby current at 110VAC .3A Draw (MAX)~~	
~~4.5~~	~~Receive Current at 110VAC .8A Draw (max)~~	
~~4.6~~	~~Transmit Current at 110VAC 10A Draw (max) at 100 Watts~~	
~~4.7~~	~~DC source Battery (site provided)~~	
~~4.8~~	~~10.8 to 16.6 VDC Negative Ground~~	
~~4.9~~	~~Standby at 13.8V <0.30A Draw (max)~~	
~~4.10~~	~~Receive Current at 13.8 <0.30A Draw (max)~~	
~~4.11~~	~~Transmit Current at 13.8V <25A Draw (max) at 100 Watts~~	

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

4.2	DC powered base station with a 12V and/or 48V input.	
4.3	Input voltage: 10.8 to 16.6 DC and/or 36.0 to 60.0 DC	
~~4.4~~	~~Standby current at 110VAC 0.3A Draw (max)~~	
~~4.5~~	~~Receive Current at 110VAC 0.8A Draw (max)~~	
~~4.6~~	~~Transmit Current at 110VAC 10A Draw (max) at 100 Watts~~	
~~4.7~~	~~DC source Battery (site provided)~~	
~~4.8~~	~~10.8 to 16.6 VDC Negative Ground~~	
~~4.9~~	~~Standby at 13.8V 3A Draw (max)~~	
~~4.10~~	~~Receive Current at 13.8 3A Draw (max)~~	
~~4.11~~	~~Transmit Current at 13.8V 25A Draw (max) at 100 Watts~~	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Category: Radio / Subcategory Description: Vehicular Repeater Systems (VRS) P25 Trunking capable backwards compatible (to analog conventional), and encryption capable.		
2.1	Frequency Range (MHz) Simplex	
7.1.1	Time-Out-Timer, factory adjusted for one minute. The electronic transmission timer shall limit the duration of each VRS transmission, whether initiated locally or remotely. The timer shall be adjustable to time-out over the minimum range of 1 to 4 minutes. Interruption of the transmitter ~~remote keying~~ circuit shall cause the timer to reset within 100 milliseconds.	

CATEGORY: RADIO / SUBCATEGORY: GATEWAY DEVICES

~~1.7.3~~	~~The local phone circuit shall produce ring voltage, loop current, busy signal, and dial tone so an interfaced conventional phone acts as though it is hooked to the central office even though it is connected to the interoperability device over nothing but a 2-wire direct circuit.~~	
~~1.9~~	~~The gateway device will use digital delay to guarantee no lost syllables resulting from channel acquisition times when cross-connecting trunking radios. The digital delay capability shall be DSP-based and shall delay speech going into the transmit side of a trunking radio until channel acquisition occurs.~~	

APPENDIX G SPECIFICATIONS

~~1.10~~ 1.9	The gateway device will also allow interfacing with remote radios over dial-up lines, leased lines, microwave circuits, LANs, WANs or the Internet. It shall offer VoIP capability optimized for radio performance, and be capable of operating transparently over a network. It shall allow network interfacing over T1, E1, Frame Relay, DSL and Cable Modem. The VoIP performance of the unit shall allow use of a wide area data network more efficiently by including radio voice communications comprised of transmit audio, keyline, receive audio and COR.	
~~1.11~~ 1.10	The audio gateway device shall perform either as an unmanned gateway or as a manned gateway while providing interoperability over multiple radios.	
2.1.4	DSP Algorithms: VOX or VMR Voice Detection; TD-Mode Noise Reduction; Audio Equalizer; TX and/or RX Audio delay; Peak Limiter; COR Sampling; TX keying tones.	
2.2.1	RFC Supported: 3261	
2.2.2	SIP Support Vocoders	
2.3.2	DSP Algorithms: DTMF Detection and Generation; DSP VOX.	
2.4	Radio voice over IP.	
2.4.2	Radio-Centric Features: Audio delay and jitter buffer to handle network latency.	

CATEGORY: RADIO / SUBCATEGORY: MICROWAVE RADIOS

	SECTION A Requirements	
3	Channel Sizes Supported: 5,10,30, and 60 MHz	
4.3	Native and/or Circuit Emulated TDM that supports legacy simulcast LMR systems and current P25 systems 4,8,16,28,32,56,61,70,84,100,127xDS1, 1-4x DS3, 1-2x OC3	
~~4.4~~	~~1 to 4x DS3 , 1to 2x OC3~~	

APPENDIX G SPECIFICATIONS

10	Resolution/Speed: 0.5 dB steps / 50 dB per second	
13	Resiliency and Protection	
13.1	1+1 Hot Standby including 1+1 Equipment Protection Switching (EPS)	
13.2	G.8032 Ring Protection for microwave ring topologies	
	SECTION B Environmental	
14.1	Operating Temperature: conforms to Telcordia standards GR-63	
~~1.1~~	~~Guaranteed: -27 deg to +131 deg F~~	
~~1.2~~	~~Extended: -58 deg to +149 deg F~~	
14.2	Humidity: Conforms to Telcordia standards GR-63	
14.3	Altitude: Conforms to Telcordia standards GR-63	
	SECTION C Microwave Antenna	
15.1	High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz	
15.2	High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz	
15.3	Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz	

CATEGORY: RADIO / SUBCATEGORY: DISPATCH CONSOLES

1.	Software based Dispatch Console System	
1.1.	Software-Only operator position; system does not require an external interface sub-system; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and IP gateways to analog radios.	
1.2.	Runs on current generation personal computer and current generation Windows operating system	
1.3.	Support for multiple monitors	

APPENDIX G SPECIFICATIONS

1.9.	Interface to speakers, microphones, headset adapter box, and foot switch	
1.14.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network	
1.15.	Radio to IP gateway device to connect analog base radios to IP network	
1.16.	Console system with minimum 6 operator positions	
1.17.	Console system with minimum 24 analog radio channels	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier III, Channel capacity 8 (min).
Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

	SECTION A Transmitter – Typical Performance Specifications	
Item #	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF output power minimum: 4 watts	
1.3	Conducted Spurious Emissions: 65 dBc (12.5kHz)	
1.4	FM Hum & Noise: 45/40 dB 25KHz / 12.5 KHz	
1.5	Audio Distortion %: less than 5	
	SECTION B Receiver – Typical Performance Specifications	
Item #	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz)	
2.2	Sensitivity: 12dB SINAD: 0.25/0.35uV 25KHz/12.5 KHz	
2.3	Adjacent Channel Selectivity: 65/60 dB 25KHz/12.5KHz	
2.4	Intermodulation: 65/60 dB 25KHz/12.5KHz	
2.5	Spurious Response Rejection: 70 dB	
2.6	Audio Distortion: less than 10%	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

	SECTION C Batteries and Chargers Typical Performance Specifications	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
3.1	Rechargeable battery pack: Li-Ion	
3.2	Battery Life: 7 hours (minimum) Based on (5-5-90 duty)	
3.3	Rapid charge-able: Less than 5 hours	
3.4	Battery Charger - Single unit.	
3.5	Operates from 120 VAC.	
	SECTION D Physical Requirements	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
4.1	Flexible antenna with threaded connector.	
4.2	Antenna optimized for frequency range specified on P.O.	
4.3	Rotary channel selector knob mounted on top. Separate from volume control.	
	SECTION E User Training	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
5.1	Operator Manual:	
5.1.1	Provide a hardcopy of the manual	
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
5.2	Contents of manual.	
5.2.1	Location of all switches, controls and indicators.	
5.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION F Repairs and Warranties	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
6.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

6.2	5 Year Repair Service	
	SECTION G Accessories/Optional Features	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
7.1	Battery power save option	
7.2	Earpiece microphone	
7.3	Nylon carry case w/3” belt loop for standard battery size.	
7.4	Belt clip	
7.5	Remote speaker Microphone	
7.6	Software License agreement to include two years of updates	
7.7	Programing/Cloning:	
7.7.1	PC programing software and cables.	
7.7.2	Radio Cloning cable kit	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier III. Channel capacity 8 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

	SECTION A Transmitter – Typical Performance Specifications	
Item #	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: VHF 2-25 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ± 2.5 PPM	
1.4	Spurious Emissions: 70 dB (min) 12.5 kHz	
1.4.1	Modulation Limiting: ±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: 3/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing kHz: 12.5/25	
	SECTION B Receiver – Typical Performance Specifications	
Item #	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz)	
2.2	Sensitivity: (at 12 Db SINAD) 0.25uV typ.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 35 dB (12.5kHz)	
	SECTION C Electrical Requirements Typical Performance Specifications	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
3.1	System Operation Voltage	
3.2	10.8 to 16.6 VDC Negative Ground	
3.3	Standby at 13.8V 0.85A Draw (max)	
3.4	Receive Current at 13.8V 3.2A Draw (max)	
3.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
	SECTION D Physical Requirements	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
4.1	Transmitter/Receiver assembly	
4.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.	
4.2	Installation kit	
4.2.1	Mounting Hardware	
4.2.2	Control cable minimum length 14 feet.	
4.2.3	Power cable minimum length 17 feet.	
4.3	Antenna	
4.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.	
4.4	Multifunction Volume/Channel knob	
4.5	Microphone Palm type W/mounting bracket	
4.6	Programmable one touch buttons	
4.7	External Speaker	
4.7.1	4 Watt (min)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

	SECTION E User Training	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
5.1	Operator Manual:	
5.1.1	Provide a hardcopy of the manual	
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
5.2	Contents of manual.	
5.2.1	Location of all switches, controls and indicators.	
5.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION F Repairs and Warranties	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
6.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
6.1.2	5 Year Repair Service	
	SECTION G Accessories/Optional Features	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
7.1	Software License agreement to include two years of updates	
7.2	DTMF microphone	
7.3	Desktop microphone	

APPENDIX G SPECIFICATIONS

CATEGORY: RF TRANSMISSION LINES

Category: RF Transmission Lines, (Includes: Base station coaxial cables and waveguide for microwave installations along with associated connectors and hardware)

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor Meets or Exceeds Specifications
1.	**Standard 1/2" Base Station Coaxial Cable**	
1.1.	Nominal size = 1/2 inch	
1.2.	Jacket Color/Material = Black/Polyethylene	
1.3.	Outer Conductor Material = Corrugated copper	
1.4.	Inner Conductor Material = Copper-clad aluminum wire	
1.5.	Dielectric Material = Low Density Polyethylene foam	
1.6.	Minimum Bend Radius, Multiple Bends < 6 inches	
1.7.	Operating Temperature = -55 °C to +85 °C	
1.8.	Cable Impedance = 50 ohm ±1 ohm	
1.9.	Operating Frequency Band = 1 – 8800 MHz	
1.10.	Peak Power = 40.0 kW	
1.11.	Velocity = 88%	
1.12.	Attenuation per 100 Feet @ 150 MHz < 0.8 Db. @ 450 MHz < 1.4 Db. @ 960 MHz < 2.1 Db. @ 5000 MHz < 5.4 Db.	

APPENDIX G SPECIFICATIONS

CATEGORY: RF TRANSMISSION LINES

APPENDIX G SPECIFICATIONS

CATEGORY: RF FILTERING EQUIPMENT

Category: RF Filtering Equipment, (Includes: Filter cavities, duplexers, ferrite circulators, receiver multi-couplers, and RF combining equipment)

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor Meets or Exceeds Specifications
1.	**VHF Duplexer**	
1.1.	Frequency Range, minimum = 150 to 165 MHz	
1.2.	Frequency Separation, minimum = 3 MHz.	
1.3.	Insertion Loss, maximum = 0.8 Db.	
1.4.	Isolation, minimum = 80 Db.	
1.5.	Impedance = 50 ohms	
1.6.	VSWR, maximum = 1.5:1	
1.7.	Temperature Range = -30°C to +60°C	
1.8.	Average Power Input Rating = 120 Watts	
1.9.	Mounting: standard 19" Rack	
1.10.	Connections = N or BNC	

APPENDIX H PRICE WORKSHEETS

Please make the following changes/revisions to your copy of the RFP document and add the new sections as provided below.

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)			
	For bidding and pricing purposes, Bidders are to offer and price a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.		$_____	$_____
1.7	FM Hum and Noise Ratio: -45/-46 dB (12.5kHz) -47/48 dB/(25KHz)		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
2.5	Spurious Response Rejection: 75		$_____	$_____
2.7	Hum and Noise Ratio: 47dB (12.5KHz) 52dB (25KHz)		$_____	$_____
6.9	Programmable side buttons		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (i.e. duel-band or multi-band portables only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)		$_____	$_____
6.9	Programmable side buttons		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include single-band tier I portables only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

2.5	Spurious Response Rejection: 75 dB (12.5 kHz)		$_____	$_____
6.3	On/Off volume knob, and channel selector. Mounted on the top.		$_____	$_____
6.7	Programmable side buttons		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include single-band tier II portables only) which are offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)			
	For bidding and pricing purposes, Bidders are to offer and price a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.		$_____	$_____
1.2.1	VHF 10-30 Watts		$_____	$_____
1.7	FM Hum and Noise Ratio: 48 dB (12.5kHz) 50 dB/(25KHz)		$_____	$_____
2.5	Spurious Response Rejection: 90dB (12.5KHz) 90dB (25KHz)		$_____	$_____
2.6	Intermodulation Rejection: 82dB (12.5KHz) 80dB (25KHz)		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (i.e. duel-band or multi-band mobiles only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

APPENDIX H PRICE WORKSHEETS

1.7	FM Hum and Noise Ratio: 48 dB (12.5kHz)		$_____	$_____
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 80 dB (12.5 kHz)		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include single-band tier I mobiles only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier II, P25 Phase I GPS capable. Channel capacity 1000 (min). Software – Defined Radio Architecture.				
1.2.1	VHF 10-30 Watts		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include single-band tier I mobiles only) which are offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desktop Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.				
1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)			
	For bidding and pricing purposes, Bidders are to offer and price a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.		$_____	$_____
4.4	Standby current at 110VAC 10VA Draw (MAX)		$_____	$_____

APPENDIX H PRICE WORKSHEETS

4.5	Receive Current at 110VAC 35VA Draw (max)		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (i.e. duel-band or multi-band desktop radios only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Desktop Radio, Single-Band Tier I, Project 25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.				
4.4	Standby current at 110VAC 10VA Draw (MAX)		$_____	$_____
4.5	Receive Current at 110VAC 35VA Draw (max)		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include other tier I desktop radios only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Desktop Radio, Single-Band, Tier II, P25 Phase I, Channel capacity 1000 (min). Software – Defined Radio Architecture.

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include other tier II desktop radios only) which are offered at the same of greater level of price discount off the reference manufacturer's price list. However, no single-band tier I products may be listed.

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

1.6	Audio Distortion %: <2.0/ (12.5 kHz)		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 85 dB (12.5 kHz)		$_____	$_____
2.7	Hum and Noise Ratio: 45 dB (12.5KHz)		$_____	$_____
4.2	DC power base station with a 12V and/or 48V input.		$_____	$_____

APPENDIX H PRICE WORKSHEETS

4.3	Input Voltage: 10.8 to 16.6DC and/or 36.0 to 60.0 DC		$_____	$_____
~~4.4~~	~~Standby current at 110VAC .3A Draw (MAX)~~		$_____	$_____
~~4.5~~	~~Receive Current at 110VAC .8A Draw (max)~~		$_____	$_____
~~4.6~~	~~Transmit Current at 110VAC 10A Draw (max) at 100 Watts~~		$_____	$_____
~~4.7~~	~~DC source Battery (site provided)~~		$_____	$_____
~~4.8~~	~~10.8 to 16.6 VDC Negative Ground~~		$_____	$_____
~~4.9~~	~~Standby at 13.8V <0.30A Draw (max)~~		$_____	$_____
~~4.10~~	~~Receive Current at 13.8 <0.30A Draw (max)~~		$_____	$_____
~~4.11~~	~~Transmit Current at 13.8V <25A Draw (max) at 100 Watts~~		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include other tier I base station/repeater radios only) which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

4.2	DC powered base station with a 12V and/or 48V input.		$_____	$_____
4.3	Input voltage: 10.8 to 16.6 DC and/or 36.0 to 60.0 DC		$_____	$_____
~~4.4~~	~~Standby current at 110VAC 0.3A Draw (max)~~		$_____	$_____
~~4.5~~	~~Receive Current at 110VAC 0.8A Draw (max)~~		$_____	$_____
~~4.6~~	~~Transmit Current at 110VAC 10A Draw (max) at 100 Watts~~		$_____	$_____
~~4.7~~	~~DC source Battery (site provided)~~		$_____	$_____
~~4.8~~	~~10.8 to 16.6 VDC Negative Ground~~		$_____	$_____
~~4.9~~	~~Standby at 13.8V 3A Draw (max)~~		$_____	$_____
~~4.10~~	~~Receive Current at 13.8 3A Draw (max)~~		$_____	$_____
~~4.11~~	~~Transmit Current at 13.8V 25A Draw (max) at 100 Watts~~		$_____	$_____

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include other tier II base station/repeater radios only) which are offered at the same of greater level of price discount off the reference manufacturer's price list.

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Category: Radio / Subcategory Description: Vehicular Repeater Systems (VRS) P25 Trunking capable backwards compatible (to analog conventional), and encryption capable.

2.1	Frequency Range (MHz) Simplex		$_____	$_____
7.1.1	Time-Out-Timer, factory adjusted for one minute. The electronic transmission timer shall limit the duration of each VRS transmission, whether initiated locally or remotely. The timer shall be adjustable to time-out over the minimum range of 1 to 4 minutes. Interruption of the transmitter ~~remote keying~~ circuit shall cause the timer to reset within 100 milliseconds.		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: GATEWAY DEVICES

~~1.7.3~~	~~The local phone circuit shall produce ring voltage, loop current, busy signal, and dial tone so an interfaced conventional phone acts as though it is hooked to the central office even though it is connected to the interoperability device over nothing but a 2-wire direct circuit.~~		$_____	$_____
~~1.9~~	~~The gateway device will use digital delay to guarantee no lost syllables resulting from channel acquisition times when cross-connecting trunking radios. The digital delay capability shall be DSP-based and shall delay speech going into the transmit side of a trunking radio until channel acquisition occurs.~~		$_____	$_____
~~1.10~~ 1.9	The gateway device will also allow interfacing with remote radios over dial-up lines, leased lines, microwave circuits, LANs, WANs or the Internet. It shall offer VoIP capability optimized for radio performance, and be capable of operating transparently over a network. It shall allow network interfacing over T1, E1, Frame Relay, DSL and Cable Modem. The VoIP performance of the unit shall allow use of a wide area data network more efficiently by including radio voice communications comprised of transmit audio, keyline, receive audio and COR.		$_____	$_____
~~1.11~~ 1.10	The audio gateway device shall perform either as an unmanned gateway or as a manned gateway while providing interoperability over multiple radios.		$_____	$_____
2.1.4	DSP Algorithms: VOX or VMR Voice Detection; TD-Mode Noise Reduction; Audio Equalizer; TX and/or RX Audio delay; Peak Limiter; COR Sampling; TX keying tones.		$_____	$_____
2.2.1	RFC Supported: 3261		$_____	$_____
2.2.2	SIP Support Vocoders		$_____	$_____
2.3.2	DSP Algorithms: DTMF Detection and Generation; DSP VOX.		$_____	$_____
2.4	Radio voice over IP.		$_____	$_____

APPENDIX H PRICE WORKSHEETS

2.4.2	Radio-Centric Features: Audio delay and jitter buffer to handle network latency.		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MICROWAVE RADIOS

	SECTION A Requirements			
3	Channel Sizes Supported: 5,10,30, and 60 MHz		$_____	$_____
4.3	Native and/or Circuit Emulated TDM that supports legacy simulcast LMR systems and current P25 systems 4,8,16,28,32,56,61,70,84,100,127xDS1, 1-4x DS3, 1-2x OC3		$_____	$_____
~~4.4~~	~~1 to 4x DS3 , 1to 2x OC3~~		$_____	$_____
10	Resolution/Speed: 0.5 dB steps / 50 dB per second		$_____	$_____
13	Resiliency and Protection		$_____	$_____
13.1	1+1 Hot Standby including 1+1 Equipment Protection Switching (EPS)		$_____	$_____
13.2	G.8032 Ring Protection for microwave ring topologies		$_____	$_____
	SECTION B Environmental			
14.1	Operating Temperature: conforms to Telcordia standards GR-63		$_____	$_____
~~1.1~~	~~Guaranteed: -27 deg to +131 deg F~~			
~~1.2~~	~~Extended: -58 deg to +149 deg F~~			
14.2	Humidity: Conforms to Telcordia standards GR-63			
14.3	Altitude: Conforms to Telcordia standards GR-63		$_____	$_____
	SECTION C Microwave Antenna			
15.1	High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz		$_____	$_____
15.2	High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz		$_____	$_____
15.3	Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DISPATCH CONSOLES

1.	Software based Dispatch Console System		$_____	$_____
1.1	Software-Only operator position; system does not require an external interface sub-system; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and IP gateways to analog radios.		$_____	$_____
1.2	Runs on current generation personal computer and current generation Windows operating system		$_____	$_____
1.3	Support for multiple monitors		$_____	$_____
1.9.	Interface to speakers, microphones, headset adapter box, and foot switch		$_____	$_____
1.14.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network		$_____	$_____
1.15.	Radio to IP gateway device to connect analog base radios to IP network		$_____	$_____
1.16.	Console system with minimum 6 operator positions		$_____	$_____
1.17.	Console system with minimum 24 analog radio channels		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier III, Channel capacity 8 (min).
Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

	SECTION A Transmitter – Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
1.1	Frequency Range (MHz)		$_____	$_____
1.1.1	VHF (136-174)		$_____	$_____
1.2	Rated RF output power minimum: 4 watts		$_____	$_____
1.3	Conducted Spurious Emissions: 65 dBc (12.5kHz)		$_____	$_____
1.4	FM Hum & Noise: 45/40 dB 25KHz / 12.5 KHz		$_____	$_____
1.5	Audio Distortion %: less than 5		$_____	$_____
	SECTION B Receiver – Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
2.1	Frequency Range (MHz)		$_____	$_____
2.1.1	VHF (136-174 MHz)		$_____	$_____
2.2	Sensitivity: 12dB SINAD: 0.25/0.35uV 25KHz/12.5 KHz		$_____	$_____
2.3	Adjacent Channel Selectivity: 65/60 dB 25KHz/12.5KHz		$_____	$_____
2.4	Intermodulation: 65/60 dB 25KHz/12.5KHz		$_____	$_____
2.5	Spurious Response Rejection: 70 dB		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

2.6	Audio Distortion: less than 10%		$_____	$_____
	SECTION C Batteries and Chargers Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
3.1	Rechargeable battery pack: Li-Ion		$_____	$_____
3.2	Battery Life: 7 hours (minimum) Based on (5-5-90 duty)		$_____	$_____
3.3	Rapid charge-able: Less than 5 hours		$_____	$_____
3.4	Battery Charger - Single unit.		$_____	$_____
3.5	Operates from 120 VAC.		$_____	$_____
	SECTION D Physical Requirements			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
4.1	Flexible antenna with threaded connector.		$_____	$_____
4.2	Antenna optimized for frequency range specified on P.O.		$_____	$_____
4.3	Rotary channel selector knob mounted on top. Separate from volume control.		$_____	$_____
	SECTION E User Training			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
5.1	Operator Manual:		$_____	$_____
5.1.1	Provide a hardcopy of the manual		$_____	$_____
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		$_____	$_____
5.2	Contents of manual.		$_____	$_____
5.2.1	Location of all switches, controls and indicators.		$_____	$_____
5.2.2	Step-by-step instructions to operate all equipment features.		$_____	$_____
	SECTION F Repairs and Warranties			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

6.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		$_____	$_____
6.2	5 Year Repair Service		$_____	$_____
	SECTION G Accessories/Optional Features			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
7.1	Battery power save option		$_____	$_____
7.2	Earpiece microphone		$_____	$_____
7.3	Nylon carry case w/3” belt loop for standard battery size.		$_____	$_____
7.4	Belt clip		$_____	$_____
7.5	Remote speaker Microphone		$_____	$_____
7.6	Software License agreement to include two years of updates		$_____	$_____
7.7	Programing/Cloning:		$_____	$_____
7.7.1	PC programing software and cables.		$_____	$_____
7.7.2	Radio Cloning cable kit		$_____	$_____
			Total Net Evaluation Price:	**$_____**

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer’s (or subcontractor’s/dealer’s/distributor’s) list prices or at the per hour price specified.

Services	**Percent Discount Off List**	**or**	**Charge Per Hour**
Equipment configuration and system design:	_____ % Discount	or	$_____/Hour
Technical support services:	_____ % Discount	or	$_____/Hour
Equipment installation:	_____ % Discount	or	$_____/Hour
Equipment repair:	_____ % Discount	or	$_____/Hour
Training:	_____ % Discount	or	$_____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory (may include single-band tier III portables only)which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	**Percent Discount Off List**
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier III. Channel capacity 8 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

	SECTION A Transmitter – Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
1.1	Frequency Range (MHz)		$_____	$_____
1.1.1	VHF (136-174)		$_____	$_____
1.2	Rated RF Output Power minimum: VHF 2-25 Watts		$_____	$_____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ± 2.5 PPM		$_____	$_____
1.4	Spurious Emissions: 70 dB (min) 12.5 kHz		$_____	$_____
1.4.1	Modulation Limiting: ±2.5 kHz (12.5 kHz)		$_____	$_____
1.5	Audio Response: +1,-3 dB		$_____	$_____
1.6	Audio Distortion %: 3/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		$_____	$_____
1.9	Channel Spacing kHz: 12.5/25		$_____	$_____
	SECTION B Receiver – Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
2.1	Frequency Range (MHz)		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

2.1.1	VHF (136-174 MHz)		$_____	$_____
2.2	Sensitivity: (at 12 Db SINAD) 0.25uV typ.		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)		$_____	$_____
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		$_____	$_____
2.7	Hum and Noise Ratio: 35 dB (12.5kHz)		$_____	$_____
	SECTION C Electrical Requirements Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
3.1	System Operation Voltage		$_____	$_____
3.2	10.8 to 16.6 VDC Negative Ground		$_____	$_____
3.3	Standby at 13.8V 0.85A Draw (max)		$_____	$_____
3.4	Receive Current at 13.8V 3.2A Draw (max)		$_____	$_____
3.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		$_____	$_____
	SECTION D Physical Requirements			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
4.1	Transmitter/Receiver assembly		$_____	$_____
4.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.		$_____	$_____
4.2	Installation kit		$_____	$_____
4.2.1	Mounting Hardware		$_____	$_____
4.2.2	Control cable minimum length 14 feet.		$_____	$_____
4.2.3	Power cable minimum length 17 feet.		$_____	$_____
4.3	Antenna		$_____	$_____
4.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.		$_____	$_____
4.4	Multifunction Volume/Channel knob		$_____	$_____
4.5	Microphone Palm type W/mounting bracket		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

4.6	Programmable one touch buttons		$_____	$_____
4.7	External Speaker		$_____	$_____
4.7.1	4 Watt (min)		$_____	$_____
	SECTION E User Training			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
5.1	Operator Manual:		$_____	$_____
5.1.1	Provide a hardcopy of the manual		$_____	$_____
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		$_____	$_____
5.2	Contents of manual.		$_____	$_____
5.2.1	Location of all switches, controls and indicators.		$_____	$_____
5.2.2	Step-by-step instructions to operate all equipment features.		$_____	$_____
	SECTION F Repairs and Warranties			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
6.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		$_____	$_____
6.2	5 Year Repair Service		$_____	$_____
	SECTION G Accessories/Optional Features			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
7.1	Software License agreement to include two years of updates		$_____	$_____
7.2	DTMF microphone		$_____	$_____
7.3	Desktop microphone		$_____	$_____
			Total Net Evaluation Price:	**$_____**

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	$_____/Hour
Technical support services:	_____ % Discount	or	$_____/Hour
Equipment installation:	_____ % Discount	or	$_____/Hour
Equipment repair:	_____ % Discount	or	$_____/Hour
Training:	_____ % Discount	or	$_____/Hour

Other Services	
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product subcategory (may include single-band tier III mobiles only) which are offered at the same of greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

Category: RF Transmission Lines, (Includes: Base station coaxial cables and waveguide for microwave installations along with associated connectors and hardware)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

Item #	Description	Part Number	Mfg. List Price Per Foot	Net Price Per Foot After Discount
1.1	**Standard 1/2" Base Station Coaxial Cable** (Product offered and priced meets all specification requirements as listed in Appendix G Specifications.)		$_____	$_____
			Total Net Evaluation Price:	**$_____**

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	$_____/Hour
Technical support services:	_____ % Discount	or	$_____/Hour
Equipment installation:	_____ % Discount	or	$_____/Hour
Equipment repair:	_____ % Discount	or	$_____/Hour
Training:	_____ % Discount	or	$_____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	**Percent Discount Off List**
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

Category: RF Transmission Lines, (Includes: Base station coaxial cables and waveguide for microwave installations along with associated connectors and hardware)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

Item #	Description	Part Number	M
1	**VHF Duplexer**		$_
1.1	Frequency Range, minimum = 150 to 165 MHz		$_
1.2	Frequency Separation, minimum = 3 MHz.		$_
1.3	Insertion Loss, maximum = 0.8 Db.		$_
1.4	Isolation, minimum = 80 Db.		$_
1.5	Impedance = 50 ohms		$_
1.6	VSWR, maximum = 1.5:1		$_
1.7	Temperature Range = -30°C to +60°C		$_
1.8	Average Power Input Rating = 120 Watts		$_
1.9	Mounting: standard 19" Rack		$_
1.10	Connections = N or BNC		$_
			Total Net Eval

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	$_____/Hour
Technical support services:	_____ % Discount	or	$_____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

Equipment installation:	_____ % Discount	or
	$_____/Hour	
Equipment repair:	_____ % Discount	or
	$_____/Hour	
Training:	_____ % Discount	or
	$_____/Hour	

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same of greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	**Percent Discount Off List**
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41411• Olympia, Washington 98504-1411 • (360) 407-2210
http://www.des.wa.gov

The State of Washington Department of Enterprise Services on behalf of the WSCA-NASPO Cooperative Purchasing Program

RFP Amendment 3

RFP Reference #: **06913**

Title: **Public Safety Communication Equipment**

Date Issued: **May 29, 2014**

This **RFP** is amended as follows:

Purpose: **Reschedule proposal due date.**

The Proposal Due Date has been rescheduled to July 16, 2014 at 2:00 PM. Additional RFP changes/revisions are currently being drafted in response to additional vendor comments and questions following the release of Amendment #2. We expect to issue the next amendment with further RFP provision, specification and price worksheet modifications within the next two weeks.

Bidders may choose to return this amendment with their proposal. All other RFP terms, conditions, and specifications remain unchanged unless revised by a subsequent amendment.

Previously scheduled proposal due date and time
June 11, 2014 - 2:00 PM

New proposal due date and time
July 16, 2014 – 2:00 PM

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

Date signed

APPENDIX H PRICE WORKSHEETS

CATEGORY: RF TRANSMISSION LINES

State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting
1500 Jefferson, PO Box 41411• Olympia, Washington 98504-1411 • (360) 407-2210
http://www.des.wa.gov

The State of Washington Department of Enterprise Services on behalf of the WSCA-NASPO Cooperative Purchasing Program

RFP Amendment 4

RFP Reference #: **06913**

Title: **Public Safety Communication Equipment**

Date Issued: **June 23, 2014**

This **RFP** is amended as follows:

Purpose: Further modify the RFP document.

Please apply the changes/revisions listed on the following pages to your copy of the RFP document.

Bidders should complete and return this amendment with their proposal. All other RFP terms, conditions, and specifications remain unchanged.

Proposal Due Date & Time

Remains Unchanged: July 16, 2014 – 2:00 PM

Signed (Robert Paulson, Jr., C.P.M.)
Procurement Coordinator

6/23/14
Date signed

Bidder should complete the following:

Company: _____

Authorized Representative: _____

Federal ID #: _____

Address: _____

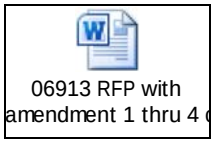
Phone/Fax/E-mail: _____

_____ _____

Signature Date

Comments:

1. Vendor comments and questions received following the release of RFP Amendment #2 and additional input from our sourcing team members have been reviewed and necessary changes/revisions to the RFP document have been provided below. Comments or questions that asked for an explanation, confirmation, or clarification were generally not responded to when it was determined a response was unnecessary or it was an issue that was already adequately addressed in the RFP document as written or as amended by Amendment #2. Not all typographical errors may have been corrected and Bidders will need to use their best judgment to deal with this issue.
2. Bidder's customer references may return a copy of the original APPENDIX I *(not G)* CUSTOMER REFERENCE QUESTIONNAIRE as published with the original RFP document or may submit an amended questionnaire that includes the changes/revisions described in Amendment #2 and below in this Amendment #4.
3. To assist Bidders in preparing their proposal response to the RFP solicitation document, we have provided (as an embedded document) an unofficial updated RFP document showing changes/revisions covered in Amendment #2 (highlighted in yellow) and below in this Amendment #4 (highlighted in blue). We hope Bidders find this RFP update helpful when preparing its proposal response.



Please make the following additional changes/revisions to your copy of the RFP document. These changes/revisions are in addition to those made by Amendment #2. (Page number references are those of the original RFP document.)

Page 12 Part I Solicitation Document, Section 3**.1 PROCUREMENT SCHEDULE.** Revise the schedule as follows - **Projected Schedule of Events:**

Date/Time	Event
July 16, 2014- 2:00 PM	Revised Proposals Due date

Page 17 Part I Solicitation Document, Section **4.10 CUSTOMER REFERENCES.** In the first sentence of the first paragraph, add the words "or commercial" after the word "governmental."

In the second paragraph change the second sentence to read as follows to now include Microwave Radios: "The aggregate value of these purchases must have exceeded $250,000 ($100,000 for the categories/subcategories: In-vehicle Repeaters, Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines, and RF Filtering Equipment) during the past two years."

Page 26 Part I Solicitation Document, Section **8.15 Reference Evaluation.** In the first sentence of the first paragraph, add the words "or commercial" after the word "governmental".

Page 43 Part II Model Contract, Section **5.2 SHIPPING AND RISK OF LOSS**: Change this section to read as follows which will include both paragraphs below:

Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser's specified destination with all transportation and handling charges included. However, for the category Microwave Antennas only, additional freight charges may be prepaid and added to the invoice to cover the additional cost of shipment from the nearest port city to the Purchaser's receiving facility located outside the contiguous United States, provided the Purchaser approves the additional freight charge at the time of order placement.

The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

Page 48 Part II Model Contract, Section **7.4 WARRANTIES**: In the second sentence of the second paragraph, delete the words "proves to be inadequate, or".

Add the following wording as a new third paragraph: "THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED."

Page 54 Part II Model Contract, Section **16.4 LIMITATION OF LIABILITY**: Add the following wording as the new fifth paragraph: "Except for breach of confidentiality, personal injury, or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, will be limited to the value of the prior year's Contract sales."

Page 72 **APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS**
Section **14. Indemnification**: In paragraph b. delete the first sentence which begins "The

Contractor…" and add the following new wording: "Contractor will defend at its expense any suit or claim brought against Indemnified Parties arising out of a third-party claim alleging that the Equipment or the Software infringes a United States or EU patent or copyright ("Infringement Claim"). Contractor will pay all damages finally awarded against Indemnified Parties by a court of competent jurisdiction for an Infringement Claim or agreed to by Contractor in settlement of an Infringement Claim."

Add the following new paragraph as number two: "(2) If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Equipment or Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Equipment or Software and grant Customer a credit for the Equipment or Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards as a four year straight line depreciation."

Renumber the previous number two paragraph to "(3)".

Page 72 **APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS** Section **19. License of Pre-Existing Intellectual Property**: In the first sentence delete the following wording "publish, translate, reproduce, modify," In the second sentence after the word "Property," insert the following new wording "and reasonable and statutory restrictions."

Page 79 **APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS** Section **29. Warranty**: Delete the wording of this section and insert the following new wording: "Reference Section **7.4 WARRANTIES** of the Model Contract."

Page 79 **APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS** Section **31. Title of Product**: Change the wording of the third sentence to read as follows: "If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use such Embedded Software as necessary for the device to perform its functionality with the transfer of Product title."

Page 85 **APPENDIX D BIDDER INFORMATION AND PROFILE: Section 10. Customer References** after "$250,000" insert the following revised wording "($100,000 for the categories/subcategories: In-vehicle Repeaters, Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines; and RF Filtering Equipment)"… This change adds "Microwave Radios" to the list of product categories/subcategories.

Page 89 **APPENDIX G SPECIFICATIONS**: Provided below are additional changes/revisions to "Target Product" Specifications.

Page 154 **APPENDIX H PRICE WORKSHEETS:** Provided below are additional changes/revisions to "Target Product" Price Worksheets.

Additionally, in Appendix G Specifications and Appendix H Price Worksheets, we have dropped the use of the > and < symbols. The common technical value of the number listed to describe the required level of performance will apply.

Page 244 **APPENDIX I CUSTOMER REFERENCE QUESTIONNAIRE**, In the first large paragraph, change the third sentence to read as follows: "In furtherance of this RFP requirement, we ask that your governmental organization or commercial company complete this form and to return it to the RFP Procurement Coordinator identified below." Then, after "$250,000" insert the following revised wording "($100,000 for the categories/subcategories: In-vehicle Repeaters, Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas, Base Station/Repeater Radio Antennas, RF Transmission Lines; and RF Filtering Equipment)"…

Page 268 **APPENDIX K INDIVIDUAL STATES' TERMS AND CONDITIONS**, make the following revision to the **Washington State Supplemental Standard Terms and Conditions**, Section **6. Contractor qualifications and requirements**, add the following new section:

"**b. Prevailing wage requirements**,

Some on-site services performed within the state of Washington under the provisions of this Contract may fall under the requirements of Washington State law (Chapter 39.12 RCW) for the payment of prevailing wages to Contractor's/Subcontractor's employees. The Washington State Department of Labor and Industries publishes labor classifications and prevailing wage rates for public work (work, construction, alteration, repair or improvement) performed at a cost to the state or any municipality. Additional information is available from the Department of Labor and Industries website at - http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp

Specific wage rates and job classifications for work to be performed must be identified in the purchaser's order document and Contractor/Subcontractor must submit approved "Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" documents with invoices to receive payments. The prevailing wage rates in effect at the time of order placement shall apply for the work performed."

APPENDIX G SPECIFICATIONS

Please make the following changes/revisions to your copy of the RFP document (and as amended by Amendment #2) as provided below.

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
	For bidding purposes, Bidders are to offer a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.	
~~1.4.2~~	~~±5 kHz (25 kHz)~~	
1.6	Audio Distortion %: 1.25/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
2.2	Analog Sensitivity: -119 dBm (12.5KHz) (12 dB SINAD)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.6	Intermodulation Rejection: -75dB (12.5KHz)	
2.7	Hum and Noise Ratio: 47dB (12.5KHz)	
3.2	Tracking Sensitivity: -152 dBm	
3.3	Accuracy: 10 meters (95%)	
6.1	Military Test Standard: Mil-STD 810C/D/E/F	
6.1.1	Ruggedness and Submersible: IP67 Rating	
6.6	Emergency Alert button: programmable	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
~~9.4~~	~~Bluetooth Operation~~	
~~9.4.1~~	~~Bluetooth software~~	
~~9.4.2~~	~~Bluetooth Wireless ACCY KIT~~	
~~9.4.3~~	~~Bluetooth headset~~	

APPENDIX G SPECIFICATIONS

~~9.4.4~~	~~Bluetooth earpiece~~	

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

1.1.1	806-824 MHz	
1.6	Audio Distortion %: 1.25/ (12.5 kHz)	
1.8	Conducted Spurious Emissions: -75dBc (12.5kHz)	
2.1.1	806-824 MHz	
2.2	Analog Sensitivity: (-119dBm) (12 dB SINAD)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
3.2	Tracking Sensitivity: -152 dBm	
3.3	Accuracy: 10 meters (95%)	
6.1	Military Test Standard: Mil-STD 810C/D/E/F	
6.1.1	Ruggedness and Submersible: IP67 Rating	
6.6	Emergency Alert button: programmable	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
9.9	Programmable side buttons	

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 2.00/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
2.2	Analog Sensitivity: 119dBm (12 dB SINAD)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
3.2	Tracking Sensitivity: -152 dBm	
3.3	Accuracy: 10 meters (95%)	
6.1	Military Test Standard: Mil-STD 810C/D/E/F	
6.1.1	Ruggedness and Submersible: IP67 Rated	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

1.4	FM Hum & Noise: 40 dB (12.5 KHz)	
1.5	Audio Distortion %: 5	
1.6	Conducted Spurious Emissions: -65 dBc (12.5kHz)	
2.2	Analog Sensitivity: 0.25uV (12.5 KHz) 12dB SINAD	
2.3	Adjacent Channel Selectivity: 60 dB (12.5KHz)	
2.4	Intermodulation: 60 dB (12.5KHz)	
2.7	Intermodulation Rejection: 60 dB (12.5 kHz)	
2.8	Hum and Noise Ratio : 40dB (12.5kHz)	
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
~~7.1~~	~~Battery power save option~~	
~~7.7.2~~	~~Radio Cloning cable kit~~	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
	For bidding purposes, Bidders are to offer a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.	
~~1.4.2~~	~~±5 kHz (25 kHz)~~	
1.6	Audio Distortion %: 2.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	

APPENDIX G SPECIFICATIONS

2.2	Analog Sensitivity: (-119dBm) (12.5 KHz) (12 dB SINAD)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5KHz)	
2.6	Intermodulation Rejection: 80 dB (12.5KHz)	
2.7	Hum and Noise Ratio: 47dB(12.5KHz)	
3.3	Accuracy: 10 meters (95%)	
6.2.2	Control cable minimum length 17 feet.	
6.3.1	¼ wave Broadband (UHF(380-470 MHz) (806-824MHz) optimized for frequency range specified on P.O.	
6.5.3	Volume Control / Channel Control	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
9.4	~~Bluetooth Operation~~	
9.4.1	~~Bluetooth software~~	
9.4.2	Wireless computer programing no cable connections required.	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

1.1.1	806-824 MHz	
1.2.1	VHF 10-30 Watts	
1.6	Audio Distortion %: 2.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)	
2.1.1	806-824 MHz	
2.2	Analog Sensitivity: (-119dBm) (12.5 KHz) (12 dB SINAD)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 57 dB (12.5KHz)	
3.3	Accuracy: 10 meters (95%)	
6.2.2	Control cable minimum length 17 feet.	
6.5.3	Volume Control / Channel Control	

APPENDIX G SPECIFICATIONS

7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
~~9.4~~	~~Bluetooth Operation~~	
~~9.4.1~~	~~Bluetooth software~~	
9.4	Wireless computer programing no cable connections required.	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 2.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)	
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 80 dB (12.5 kHz)	
2.7	FM Hum and Noise Ratio: 35 dB (12.5kHz)	
3.3	Accuracy: 10 meters (95%)	
6.2.2	Control cable minimum length 17 feet.	
6.5.3	Volume Control / Channel Control	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER III

1.2	Rated RF Output Power minimum: VHF 10-25 Watts	
1.6	Audio Distortion %: 5/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)	
1.9	Channel Spacing kHz: 12.5	
2.2	Analog Sensitivity: (at 12 dB SINAD) 0.25uV typ.	
2.5	Spurious Response Rejection: 70 dB (12.5 kHz)	
2.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
~~4.1.1~~	~~Station Chassis Configured for mounting in the trunk of a vehicle.~~	

APPENDIX G SPECIFICATIONS

~~4.2.2~~	~~Control cable minimum length 14 feet.~~	
4.2.2	Power cable minimum length 17 feet.	
~~4.4~~	~~Multifunction Volume/Channel knob~~	
4.4	Microphone Palm type W/mounting bracket	
~~4.6~~	~~Programmable one touch buttons~~	
4.5	External Speaker	
4.5.1	4 Watt (min)	
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desktop Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

1.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
	For bidding purposes, Bidders are to offer a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.	
1.2.1	VHF 10-30 Watts	
1.6	Audio Distortion %: 1.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
2.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	

APPENDIX G SPECIFICATIONS

	For bidding purposes, Bidders are to offer a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.	
2.2	Analog Sensitivity: (-119dBm) (12 dB SINAD)	
2.4	Adjacent Channel Rejection: 60 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 48 dB (12.5KHz)	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
~~9.1~~	~~Bluetooth Operation~~	
~~9.1.1~~	~~Bluetooth software~~	
9.1	Wireless computer programing no cable connections required.	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP RADIO, SINGLE-BAND, TIER I

1.2.1	VHF 10-30 Watts	
1.6	Audio Distortion %: 2.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)	
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)	
2.4	Adjacent Channel Rejection: 60 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 45 dB (12.5KHz)	
~~4.4~~	~~Standby current at 110VAC 310VA Draw (MAX)~~	
~~4.5~~	~~Receive Current at 110VAC 358VA Draw (max)~~	
~~4.6~~	~~Transmit Current at 110VAC 138VA Draw (max) at 30 Watts~~	
~~4.9~~	~~Standby at 13.8V 0.85A Draw (max)~~	
~~4.10~~	~~Receive Current at 13.8V 3.2A Draw (max)~~	
~~4.11~~	~~Transmit Current at 13.8V 11A Draw (max) at 30 Watts~~	

APPENDIX G SPECIFICATIONS

6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	
~~9.1~~	~~Bluetooth Operation~~	
~~9.1.1~~	~~Bluetooth software~~	
9.1	Wireless computer programing no cable connections required.	

CATEGORY: RADIO / SUBCATEGORY: DESKTOP~~/CONSOLE~~ RADIO, SINGLE-BAND, TIER II

1.2.1	VHF 10-30 Watts	
1.6	Audio Distortion %: 1.5/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)	
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)	
2.4	Adjacent Channel Rejection: 60 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
~~4.4~~	~~Standby current at 110VAC .3A Draw (MAX)~~	
~~4.5~~	~~Receive Current at 110VAC .8A Draw (max)~~	
~~4.6~~	~~Transmit Current at 110VAC 13.8A Draw (max) at 30 Watts~~	
~~4.9~~	~~Standby at 13.8V 0.85A Draw (max)~~	
~~4.10~~	~~Receive Current at 13.8V 3.2A Draw (max)~~	
~~4.11~~	~~Transmit Current at 13.8V 11A Draw (max) at 30 Watts~~	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

1.6	Audio Distortion %: 2.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -55 dBc (12.5kHz)	
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)	

APPENDIX G SPECIFICATIONS

4.3	DC power base station with a 12V and/or 48V input.	
~~4.4~~	Input Voltage: 10.8 to 16.6 DC and/or 36.0 to 60.0 DC.	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 3.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -55 dBc (12.5kHz)	
2.2	Analog Sensitivity: (-119dBm) dBm (12.5KHz) (12 dB SINAD)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 40dB (12.5kHz)	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

1.1.1	Bidder's model identified above must be capable of being ordered in any of the following bands: VHF (136-174MHz) UHF (380-470MHz) Range1 UHF (450-520MHz) Range2 (769-775MHz) (799-805MHz) (806-824MHZ) 851-869MHZ)	
	For bidding purposes, Bidders are to offer a model for the VHF (136-174MHz) band.	
~~1.4.2~~	~~±5 kHz (25 kHz)~~	
~~1.5~~	~~Audio Response: +1, 3 dB~~	
~~1.6~~	~~Audio Distortion : 3%~~	
1.5	FM Hum and Noise Ratio: 40 dB	

APPENDIX G SPECIFICATIONS

1.6	Conducted Spurious Emissions: -50 dBc	
1.7	Channel Spacing KHz: 12.5	
2.1.1	Bidder's model identified above must be capable of being ordered in any of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
	For bidding purposes, Bidders are to offer a model for the VHF (136-174MHz) band.	
2.5	Spurious Response Rejection: 70dB (12.5KHz)	
~~2.7~~	~~Audio Frequency Response: ±1, 3dB, 300-300Hz~~	
~~2.8~~	~~Audio Output minimum: 600mV rms~~	
~~2.9~~	~~Audio Distortion: 3%~~	
	SECTION C Not Applicable ~~Encryption System Typical Performance Specifications~~	
Item#	**Description**	**Describe/explain how Vendor meets or exceeds specifications**
~~3.1~~	~~Supported Encryption Algorithms: AES,DES,DES-OFB~~	
~~3.2~~	~~Encryption Algorithm Capacity: 4(min)~~	
~~3.3~~	~~Encryption Type: Digital~~	
4.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: GATEWAY DEVICES

1.4.1	The gateway device shall include RS-232 serial remote control and DTMF control of cross-connects over RF links, public phone circuits, PBX circuits, SATCOM paths and cellular circuits.	

APPENDIX G SPECIFICATIONS

1.5	The gateway device shall use a Windows-based software control package to provide a user-friendly GUI (Graphic User Interface) depicting system operation allowing programming of features, and shall permit password protection of all features, and allow priority access and rejection relative to individual passwords.	
2.1.1	Audio Input: Un-balanced 600 ohms or Hi-Z; -26dBm to +12dBm levels; 300Hz to 3000Hz.	
2.1.2	Audio Output: Balanced or Un-balanced 600 ohms; -26dBm to +12dBm levels; 300Hz to 3000Hz.	
5.1.2	Provide soft copy on digital media (CD, DVD or flash drive or web download)	

CATEGORY: RADIO / SUBCATEGORY: MICROWAVE RADIOS

1	Frequency Range (GHz): 6 GHz (Other bands available)	
14.1	Operating Environment (Temperature, Humidity, Altitude): conforms to Telcordia standards GR-63	
~~14.2~~	~~Humidity: Conforms to Telcordia standards GR-63~~	
~~14.3~~	~~Altitude: Conforms to Telcordia standards GR-63~~	
	SECTION C Not Applicable ~~Microwave Antenna~~	
~~Item #~~	**~~Description~~**	**~~Describe/explain how Vendor meets or exceeds specifications~~**
~~15.1~~	~~High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz~~	
~~15.2~~	~~High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz~~	
~~15.3~~	~~Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz~~	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DISPATCH CONSOLES

1.1.	Software-Only operator position; system/hardware does not require an external interface sub-system/hardware; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and IP gateways to analog radios.	
1.5.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network	

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO ANTENNAS

1.5.	VSWR 2.0:1	

APPENDIX H PRICE WORKSHEETS

Please make the following changes/revisions to your copy of the RFP document (and as amended by Amendment #2) as provided below.

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

~~1.4.2~~	~~±5 kHz (25 kHz)~~		~~$_____~~	~~$_____~~
1.6	Audio Distortion %: 1.25/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: -45dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -75dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: -119 dBm (12.5KHz) (12 dB SINAD)		$_____	$_____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: -75dB (12.5KHz)		$_____	$_____
2.7	Hum and Noise Ratio: 47dB (12.5KHz)		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.1	Military Test Standard: Mil-STD 810C/D/E/F		$_____	$_____
6.1.1	Ruggedness and Submersible: IP67 Rated		$_____	$_____
6.6	Emergency Alert button: programmable		$_____	$_____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~9.4~~	~~Bluetooth Operation~~		~~$_____~~	~~$_____~~
~~9.4.1~~	~~Bluetooth software~~		~~$_____~~	~~$_____~~
~~9.4.2~~	~~Bluetooth Wireless ACCY KIT~~		~~$_____~~	~~$_____~~
~~9.4.3~~	~~Bluetooth headset~~		~~$_____~~	~~$_____~~
~~9.4.4~~	~~Bluetooth earpiece~~		~~$_____~~	~~$_____~~

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

1.1.1	806-824 MHz		$_____	$_____
1.6	Audio Distortion %: 1.25/ (12.5 kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -75dBc (12.5kHz)		$_____	$_____
~~2.1~~	~~Frequency Range (MHz)~~		~~$_____~~	~~$_____~~
~~2.1.1~~	~~VHF (136-174 MHz)~~		~~$_____~~	~~$_____~~

APPENDIX H PRICE WORKSHEETS

~~2.2~~	~~Analog Sensitivity: (121dBm)~~		~~$_____~~	~~$_____~~
~~2.3~~	~~Digital Sensitivity: (5%BER) (12119dBm)~~		~~$_____~~	~~$_____~~
2.1.1	806-824 MHz		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12 dB SINAD)		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.1	Military Test Standard: Mil-STD 810C/D/E/F		$_____	$_____
6.1.1	Ruggedness and Submersible: IP67 Rated		$_____	$_____
6.6	Emergency Alert button: programmable		$_____	$_____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~9.3.1~~	~~P25 OTAP~~			
~~9.3.2~~	~~Radio Authentication~~			
~~9.3.4~~	~~Multicast Voting Scan~~			
~~9.3.5~~	~~Noise reduction~~			
~~9.3.6~~	~~P25 OTAR~~			
~~9.4~~	~~Bluetooth Operation~~			
~~9.4.1~~	~~Bluetooth software~~			
~~9.4.2~~	~~Bluetooth Wireless ACCY KIT~~			
~~9.4.3~~	~~Bluetooth headset~~			
~~9.4.4~~	~~Bluetooth earpiece~~			
~~9.5~~	~~Nylon carry case w/3" belt loop for standard battery size.~~			
~~9.6~~	~~Radio colored housing: standard black/high visibility~~			
~~9.7~~	~~Remote Speaker Microphones. Remote speaker Microphone W/vol control.~~			
~~9.8~~	~~Software License agreement to include two years of updates~~			
~~9.9~~	~~Programing/Cloning:~~			
~~9.9.1~~	~~PC programing software and cables.~~			
~~9.9.2~~	~~Radio Cloning cable kit~~			
~~9.9.3~~	~~Radio to Radio wireless cloning~~			

APPENDIX H PRICE WORKSHEETS

9.9	Programmable side buttons		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 2.00/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: -119dBm (12.5KHz) (12 dB SINAD)		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
3.2	Tracking Sensitivity: -152 dBm		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.1	Military Test Standard: Mil-STD 810C/D/E/F		$_____	$_____
6.1.1	Ruggedness and Submersible: IP67 Rated		$_____	$_____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER III

1.4	FM Hum & Noise: 40 dB 12.5 KHz		$_____	$_____
1.5	Audio Distortion %: 5		$_____	$_____
1.6	Conducted Spurious Emissions: -65 dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: 0.25uV (12.5 KHz) 12dB SINAD		$_____	$_____
2.3	Adjacent Channel Selectivity: 60 dB (12.5KHz)		$_____	$_____
2.4	Intermodulation: 60 dB (12.5KHz)		$_____	$_____
2.7	Intermodulation Rejection: 60 dB (12.5 kHz)		$_____	$_____
2.8	Hum and Noise Ratio : 40dB (12.5kHz)		$_____	$_____
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~7.1~~	~~Battery power save option~~		~~$_____~~	~~$_____~~
~~7.7.2~~	~~Radio Cloning cable kit~~		~~$_____~~	~~$_____~~

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILR RADIO, DUAL-BAND

~~1.4.2~~	~~±5 kHz (25 kHz)~~		~~$_____~~	~~$_____~~
1.6	Audio Distortion %: 2.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)		$_____	$_____
1.9	Channel Spacing KHz: 12.5		$_____	$_____
2.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)			
	For bidding and pricing purposes, Bidders are to offer and price a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5 KHz) (12 dB SINAD)		$_____	$_____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5KHz)		$_____	$_____
2.6	Intermodulation Rejection: 80 dB (12.5KHz)		$_____	$_____
2.7	Hum and Noise Ratio: 47dB(12.5KHz)		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.2.2	Control cable minimum length 17 feet.		$_____	$_____
6.3.1	¼ wave Broadband (UHF(380-470 MHz) (806-824MHz) optimized for frequency range specified on P.O.		$_____	$_____
6.5.3	Volume Control / Channel Control		$_____	$_____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~9.4~~	~~Bluetooth Operation~~		~~$_____~~	~~$_____~~
~~9.4.1~~	~~Bluetooth software~~		~~$_____~~	~~$_____~~

APPENDIX H PRICE WORKSHEETS

9.4	Wireless computer programing no cable connections required.		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MOBILR RADIO, SINGLE-BAND, TIER I

1.1.1	806-824 MHz		$_____	$_____
1.2.1	VHF 10-30 Watts		$_____	$_____
1.6	Audio Distortion %: 1.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)		$_____	$_____
2.1.1	806-824 MHz		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5 KHz) (12 dB SINAD)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.7	Hum and Noise Ratio (dB): 57 dB (1(2.5KHz)		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.2.2	Control cable minimum length 17 feet.		$_____	$_____
6.5.3	Volume Control / Channel Control		$_____	$_____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MOBILR RADIO, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 2.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.7	FM Hum and Noise Ratio: 35 dB (12.5kHz)		$_____	$_____
3.3	Accuracy: 10 meters (95%)		$_____	$_____
6.2.2	Control cable minimum length 17 feet.		$_____	$_____
6.5.3	Volume Control / Channel Control		$_____	$_____

APPENDIX H PRICE WORKSHEETS

7.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MOBILR RADIO, SINGLE-BAND, TIER III

1.2	Rated RF Output Power minimum: VHF 10-25 Watts		$_____	$_____
1.6	Audio Distortion %: 5 (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)		$_____	$_____
1.9	Channel Spacing kHz: 12.5		$_____	$_____
2.2	Analog Sensitivity: (at 12 dB SINAD) 0.25uV typ.		$_____	$_____
2.5	Spurious Response Rejection: 70 dB (12.5 kHz)		$_____	$_____
2.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
~~4.1.1~~	~~Station Chassis Configured for mounting in the trunk of a vehicle.~~		~~$_____~~	~~$_____~~
~~4.2.2~~	~~Control cable minimum length 14 feet.~~		~~$_____~~	~~$_____~~
~~4.4~~	~~Multifunction Volume/Channel knob~~		~~$_____~~	~~$_____~~
~~4.6~~	~~Programmable one touch buttons~~		~~$_____~~	~~$_____~~
4.5	External Speaker		$_____	$_____
4.5.1	4 Watt (min)		$_____	$_____
5.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: DESKTOP, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desktop Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

1.2.1	VHF 10-30 Watts		$_____	$_____
1.6	Audio Distortion %: 1.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____

APPENDIX H PRICE WORKSHEETS

2.1.1	Bidder's model identified above must be capable of being ordered in any two of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		~~$~~_____	~~$~~_____
	For bidding and pricing purposes, Bidders are to offer and price a model for the following two bands: UHF(380-470 MHz and 806-824 MHz.		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5HKz) (12 dB SINAD)		$_____	$_____
2.4	Adjacent Channel Rejection: 60 dB (12.5 kHz)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		$_____	$_____
2.7	Hum and Noise Ratio: 48 dB (12.5KHz)		$_____	$_____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~9.1~~	~~Operation mode~~		~~$~~_____	~~$~~_____
~~9.1.1~~	~~Digital CAI Operation Comply with TIA/EIA suite 102.~~		~~$~~_____	~~$~~_____
9.1	Wireless computer programing no cable connections required.		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: DESKTOP, SINGLE-BAND, TIER I

1.2.1	VHF 10-30 Watts		$_____	$_____
1.6	Audio Distortion %: 2.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 45 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)		$_____	$_____
2.4	Adjacent Channel Rejection: 60 dB (12.5 kHz)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		$_____	$_____

APPENDIX H PRICE WORKSHEETS

2.7	Hum and Noise Ratio: 45 dB (12.5KHz)		$_____	$_____
~~4.4~~	~~Standby current at 110VAC 310VA Draw (MAX)~~		~~$_____~~	~~$_____~~
~~4.5~~	~~Receive Current at 110VAC 835VA Draw (max)~~		~~$_____~~	~~$_____~~
~~4.6~~	~~Transmit Current at 110VAC 138VA Draw (max) at 30 Watts~~		~~$_____~~	~~$_____~~
~~4.9~~	~~Standby at 13.8V 0.85A Draw (max)~~		~~$_____~~	~~$_____~~
~~4.10~~	~~Receive Current at 13.8V 3.2A Draw (max)~~		~~$_____~~	~~$_____~~
~~4.11~~	~~Transmit Current at 13.8V 11A Draw (max) at 30 Watts~~		~~$_____~~	~~$_____~~
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____
~~9.1~~	~~Bluetooth Operation~~		~~$_____~~	~~$_____~~
~~9.1.1~~	~~Bluetooth software~~		~~$_____~~	~~$_____~~
9.1	Wireless computer programing no cable connections required.		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: DESKTOP, SINGLE-BAND, TIER II

1.2.1	VHF 10-30 Watts		$_____	$_____
1.6	Audio Distortion %: 1.5/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)		$_____	$_____
2.4	Adjacent Channel Rejection: : 60 dB (12.5 kHz)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
~~4.4~~	~~Standby current at 110VAC .3A Draw (MAX)~~		~~$_____~~	~~$_____~~
~~4.5~~	~~Receive Current at 110VAC .8A Draw (max)~~		~~$_____~~	~~$_____~~
~~4.6~~	~~Transmit Current at 110VAC 13.8A Draw (max) at 30 Watts~~		~~$_____~~	~~$_____~~
~~4.9~~	~~Standby at 13.8V 0.85A Draw (max)~~		~~$_____~~	~~$_____~~
~~4.10~~	~~Receive Current at 13.8V 3.2A Draw (max)~~		~~$_____~~	~~$_____~~
~~4.11~~	~~Transmit Current at 13.8V 11A Draw (max) at 30 Watts~~		~~$_____~~	~~$_____~~

APPENDIX H PRICE WORKSHEETS

6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

1.6	Audio Distortion %: 2.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 55 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -55 dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)		$_____	$_____
4.3	DC power base station with a 12V and/or 48V input.		$_____	$_____
4.4	Input Voltage: 10.8 to 16.6 DC and/or 36.0 to 60.0 DC.		$_____	$_____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

1.6	Audio Distortion %: 3.0/ (12.5 kHz)		$_____	$_____
1.7	FM Hum and Noise Ratio: 40 dB (12.5kHz)		$_____	$_____
1.8	Conducted Spurious Emissions: -55 dBc (12.5kHz)		$_____	$_____
2.2	Analog Sensitivity: (-119dBm) (12.5KHz) (12 dB SINAD)		$_____	$_____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		$_____	$_____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		$_____	$_____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		$_____	$_____
2.7	Hum and Noise Ratio: 40dB (12.5kHz)		$_____	$_____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive or web download)		$_____	$_____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

1.1.1	Bidder's model identified above must be capable of being ordered in any of the following bands: VHF (136-174MHz) UHF (380-470MHz) Range1 UHF (450-520MHz) Range2 (769-775MHz) (799-805MHz) (806-824MHZ) 851-869MHZ)			
	For bidding purposes, Bidders are to offer a model for the VHF (136-174MHz) band.		$_____	$_____
~~1.4.2~~	~~±5 kHz (25 kHz)~~		~~$_____~~	~~$_____~~
~~1.5~~	~~Audio Response: +1, 3 dB~~		~~$_____~~	~~$_____~~
~~1.6~~	~~Audio Distortion : 3%~~		~~$_____~~	~~$_____~~
1.5	FM Hum and Noise Ratio: 40 dB		$_____	$_____
1.6	Conducted Spurious Emissions: -50 dBc		$_____	$_____
1.7	Channel Spacing KHz: 12.5		$_____	$_____
2.1.1	Bidder's model identified above must be capable of being ordered in any of the following bands: VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)		~~$_____~~	~~$_____~~
	For bidding purposes, Bidders are to offer a model for the VHF (136-174MHz) band.		$_____	$_____
2.5	Spurious Response Rejection: 70dB (12.5KHz)		$_____	$_____
~~2.7~~	~~Audio Frequency Response: ±1, 3dB, 300-300Hz~~		~~$_____~~	~~$_____~~
~~2.8~~	~~Audio Output minimum: 600mV rms~~		~~$_____~~	~~$_____~~
~~2.9~~	~~Audio Distortion: 3%~~		~~$_____~~	~~$_____~~
	~~**SECTION C Encryption System Typical Performance Specifications**~~			
~~**Item #**~~	~~**Description**~~	~~**Part Number**~~	~~**Mfg. List Price**~~	~~**Net Price After Discount**~~

APPENDIX H PRICE WORKSHEETS

~~3.1~~	~~Supported Encryption Algorithms: AES,DES,DES-OFB~~		~~$_____~~	~~$_____~~
~~3.2~~	~~Encryption Algorithm Capacity: 4(min)~~		~~$_____~~	~~$_____~~
~~3.3~~	~~Encryption Type: Digital~~		~~$_____~~	~~$_____~~
~~4.1.2~~	~~Provide soft copy on digital media (CD,DVD or flash drive or web download)~~		~~$_____~~	~~$_____~~

CATEGORY: RADIO / SUBCATEGORY: GATEWAY DEVICES

1.4.1	The gateway device shall include RS-232 serial remote control DTMF control of cross-connects over RF links, public phone circuits, PBX circuits, SATCOM paths and cellular circuits.		$_____	$_____
1.5	The gateway device shall use a Windows-based software control package to provide a user-friendly GUI (Graphic User Interface) depicting system operation allowing programming of features, and shall permit password protection of all features, and allow priority access and rejection relative to individual passwords.		$_____	$_____
2.1.1	Audio Input: Un-balanced 600 ohms or Hi-Z; -26dBm to +12dBm levels; 300Hz to 3000Hz.		$_____	$_____
2.1.2	Audio Output: Balanced or Un-balanced 600 ohms; -26dBm to +12dBm levels; 300Hz to 3000Hz.		$_____	$_____
5.1.2	Provide soft copy on digital media (CD, DVD or flash drive or web download)		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MICROWAVE RADIOS

1	Frequency Range (GHz): 6 GHz (Other bands available)		$_____	$_____
14.1	Operating Environment (Temperature, Humidity, Altitude): conforms to Telcordia standards GR-63		$_____	$_____
~~14.2~~	~~Humidity: Guaranteed: 100 % Conforms to Telcordia standards GR-63~~		~~$_____~~	~~$_____~~

APPENDIX H PRICE WORKSHEETS

~~14.3~~	~~Altitude: Guaranteed: 15,000 ft Conforms to Telcordia standards GR-63~~		~~$_____~~	~~$_____~~
	SECTION C Not Applicable ~~Microwave Antenna~~			
~~Item #~~	**~~Description~~**	**~~Part Number~~**	**~~Mfg. List Price~~**	**~~Net Price After Discount~~**
~~15~~	~~High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz~~		~~$_____~~	~~$_____~~
~~15.2~~	~~High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz~~		~~$_____~~	~~$_____~~
~~15.3~~	~~Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz~~		~~$_____~~	~~$_____~~

CATEGORY: RADIO / SUBCATEGORY: DISPATCH CONSOLES

1.1.	Software-Only operator position system/hardware; does not require an external interface sub-system; console positions are connected on an IP network to communicate with other console positions and communicate with digital radios and IP gateways to analog radios.		$_____	$_____
1.5.	Support for Project-25 Digital Fixed Station Interface (DFSI) to connect digital base radios to IP network		$_____	$_____

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO ANTENNAS

1.5	VSWR 2.0:1		$_____	$_____

Washington State Department of Enterprise Services

Master Contract 06913
NASPO ValuePoint Public Safety Communications Equipment

Contract number 06913 – NASPO Public Safety Communications Equipment

Date Issued: September 1, 2015
Award/Effective Date: March 31, 2015

NASPO ValuePoint (formerly WSCA-NASPO) Master Agreement 06913 led by the State of Washington is awarded to 17 Contractors in multiple categories. Master Agreement negotiation continues. As Master Agreements are fully executed, they will be available on the NASPO ValuePoint website at http://www.naspovaluepoint.org. **All awarded Contractor's, except Valmont, Aeroflex, and Raytheon, must cease to offer products and services under the previous contract 02702 and begin offering products and services under this contract once their Master Agreement is executed.**

The following Contractor information is available on the NASPO ValuePoint site:

1) Original Solicitation and Amendments
2) Bid Tabulation
3) Award Memo to File
4) Contractor's Master Agreement
5) Contractor's awarded Products, Services and Pricing
6) Contractor's authorized Distributors/Dealers/Subcontractor's
7) Contractor's bid response

Executive Summary – Evaluation and Award Recommendation
For NASPO ValuePoint RFP 06913, Public Safety Communication Equipment
Revised 05/18/2015

Overview:

A new national contract is being established on behalf of NASPO ValuePoint Cooperative Purchasing Program for Public Safety Communication Equipment to meet the needs of law enforcement and first responders. It will include a phased procurement. Initially Phase 1 included all radios and accessories, Phase 2 included non-radio items, for example; buildings, towers, testing, etc.

It will now be necessary to rebid a portion of Phase 1 procurement. This procurement will have the same contract number, but will be labeled 06913-1B. All phases of procurement will be combined into a single contract at the completion of all procurement phases.

While preparing to make awards, 4 concerns were identified, and submitted to the NASPO Sourcing Team for review, clarification, and decision. These concerns were:

Issue #1, Gateway Devices – During the Complaint, Debrief, and Protest period, a protest was received from Mutualink, attached below. Their protest was upheld and it was determined that the Gateway Devices Category would be rebid in the next phase of the procurement. Their protest and DES response is below:



Mutualink Protest - Solicitation No 06913



06913 Protest Response to Mutualink

Issue #2, Radio, Mobile – There were two Bidders that were rejected because they did not include a price for the "antenna". They understood that they could not offer any equipment they did not actually manufacture, so did not think they could offer an antenna. My research revealed that no manufacturer of mobile radios actually makes antennas. They purchase them from a third party, and may, in some cases, put their "brand" on them, but they do not actually manufacture the antenna.

Issue #3, Microwave Radios – The two awarded bidders, NEC and Aviat, did not submit pricing as required in the RFP. For example,

Neither NEC nor Aviat included pricing for the following requirements:

a) 13.1 - 1+1 Hot Standby including 1+1 Equipment Protection Switching (EPS)
b) Requirement 13.2 – G.8032 Ring Protection for microwave ring topologies

Issue #4, Duplication of Pricing - A bidder, RELM, submitted pricing for two configurations. This is an issue because it would be impossible to order a radio with both configurations. See the example below. This was an obvious error. They were rejected. No clarification was request. In fairness, the Vendor should be afforded an opportunity to provide clarification allowed to submit a single price for evaluation. Rebid of the mobile radio category will provide that opportunity.

Mobile Radio, single-band tier 1

1.1 Frequency Range (MHz) Model KNG-M800 submitted pricing = $2,378.00
6.1.1 Station Chassis Configured for mounting in the trunk of a vehicle = $1820.00

Executive Summary – Evaluation and Award Recommendation
For NASPO ValuePoint RFP 06913, Public Safety Communication Equipment
Revised 05/18/2015

DES Legal Counsel provided the following recommendations:

Issue #1, Microwave Radios – DES Legal Counsel recommended rebid the category because it is clear that a fair price comparison was not done due to the fact that specifications did not clearly identify a specific model of radio that was to be priced by the Bidder. Some Bidders offered a "high end" model compared to others that offered a "lower end" model; therefore it was determined that revising the specifications to have all bidders offer a specific single radio that would definitely facilitate a fair evaluation.

Issue #2, Mobile Radio – DES Legal Counsel recommended rebid because in the original RFP, it was required that bidders must only offer products that they manufactured. No manufacturer actually makes the antenna and bidders were rejected solely because they did not submit a price for this line item. Rebid of this category would also help to eliminate the potential for duplication in pricing, for example; instead of letting the bidders choose their option, all specifications would be the consistent and if awarded, they would be allowed to offer their other products in this category. With every Bidder offering pricing for the same radio specifications, it will facilitate a fair competition and following the award criteria, only those bidders within 80% of the lowest price will be awarded.

Washington has the ability to cancel all or part of procurement for:

1) If it is determined that no Vendor can meet a requirement, and
2) Specifications were flawed.

Summary

Based on the facts stated above and DES Legal Counsel, it was determined by the NASPO Sourcing Team that both the Mobile Radio and Microwave Radio Category would be rebid and included with the Gateway Devices. This procurement will be labeled 06913 Public Safety Communication Equipment, Phase 1B. It is anticipated this procurement will be posted in WEBS (Washington's Electronic Business Solutions) by June 30, 2015 with an anticipated award date of September 1, 2015. The Sourcing Team will work on the Phase 2 procurement in conjunction with the Phase 1B procurement; however it will be necessary to extend the existing contract 02702 for an additional 6 months or through February 29, 2016. Washington will work to extend the current contract as management approval is received.

Memo-To-File Original MTF
Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

Overview:

A new national contract is being established on behalf of WSCA-NASPO Cooperative Purchasing Program for Public Safety Communication Equipment to meet the needs of law enforcement and first responder voice communication equipment needs. Proposal evaluations are now complete and we are prepared to issue "Apparent Successful" notifications to awarded vendors. Three vendors: Motorola Solutions, Harris Corporation, and E.F. Johnson Company, will receive broad category product awards. Other vendors receiving a more limited award include: Icom America, Kenwood, Relm Wireless and Tait. Radio and support equipment awards also will be made to thirteen other vendors.

Background – Previous Contract 02702:

- The current WSCA contract 02702 for Public Safety Communication Equipment was led and is currently administered by the state of Washington. It was awarded on October 30, 2003 for an initial maximum term of 10 years, i.e. through October 29, 2013. The contract has subsequently extended through March 31, 2015 (with 14 of 16 vendors, and through September 30 2015 with 2 other vendors) to provide sufficient time to award a replacement contract and to allow purchasing entities an opportunity to execute Participating Addendums with new contract vendors.
- Contract awards were made in two phases: Phase I awards were made to meet the needs of government purchases where the purchase was exempt from the organization's competitive bid rules/laws under sole source or installed base of equipment justification; and Phase II contract awards were the result of a competitive bid contracting process.
- Awarded product categories included: portable, mobile, desktop and base station/repeater radios; aircraft radios; gateway devices; microwave radios; microwave antennas; communication towers; and radio test equipment.
- Vendor reported sales to all contract customers during the four-year period 2010-2013 totaled $386,963,862.
- Sixteen contract vendors reported 2013 sales to 30 states totaling $100,000,000.
- The seven vendors reporting the largest number of sales for this period were: Motorola Solutions $245,526,298 (63.4%), Harris Corporation $38,573,327 (10.0%), Alcatel-Lucent $30,749,653 (7.9%), Kenwood USA Corporation $19,670,869 (5.1%), Aviat $9,149,824, Tait North America $7,235,375 (1.9%) and Aeroflex Wichita $7,072,005 (1.8%) for a total of 92.5% of total contract sales.
- The seven states with the largest value of purchases during this period were: California $65,356,630 (16.9%), Colorado $43,977,389 (11.4%), Washington $41,040,747 (10.6%), Oregon $31,209,544 (8.1%), Oklahoma $31,009,298 (8.0%), Wisconsin $23,609,740 (6.1%) and Alaska $23,212,800 (6.0%) for a total of 77.7% of total contract purchases. Reported sales by contract vendor and purchases by state are shown on the below embedded Excel Spreadsheet.



- Contractor performance during the past several years has been good and there are no unresolved contract performance issues or problems.

Memo-To-File
Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

Development of WSCA-NASPO Sourcing Team:

- The State of Washington was designated by WSCA-NASPO Cooperative Purchasing Organization to be the Lead State for the rebid of this contract. Dale Colbert, Purchasing Manager was designated Project Chair and Robert Paulson, Jr., C.P.M., Contracts Specialist was designated as Project Co-Chair (i.e. Procurement Coordinator).
- Formation of a WSCA-NASPO Sourcing Team began in December 2012 with Doug Richins, Chief Executive Officer, Cooperative Purchasing Organization, LLC notifying all state chief procurement officers about this project and seeking volunteers for the sourcing team.
- On March 12, 2013, the following list of suggested sourcing team members, mostly from the ten states with the largest contract spend, was submitted to Mr. Richins for approval:

  WSCA/NASPO - Doug Richins, WSCA Cooperative Development Director
  WSCA/NASPO – Richard Carlson, WSCA Cooperative Development Team Data Analyst
  1. Washington – Lead State (Dale Colbert, Team Chair; and Robert Paulson, Jr., Team Co-chair and identified as the Procurement Coordinator)
  2. Oregon – Tim Jenks (State Procurement Analyst)
  3. California – Erlinda Ibarbia (Department of General Services)
  4. Oklahoma – Gary Rowland (Procurement Specialist)
  5. Alaska – Victor Leamer (Contracting Officer III) and Patrick Thornton (SME)
  6. Delaware – Rebecca Lovin (State Contract Procurement Officer)
  7. Utah – Garret Johnson (Purchasing Agent)
  8. Nevada – Richard Brooks (SME, Department of Transportation)
  9. New Mexico - Kathy Sanchez (Purchasing office,) and/or Clark Thompsett (SME)
  10. Idaho – Robert Hugi (SME, Statewide Interoperability Coordinator)
- On March 19, 2013, the first sourcing team conference call was made and the following award objectives were discussed. Subsequent sourcing team conference calls were schedules approximately every two weeks.

  <u>Award Objectives for New Contract:</u>
  1. Focus is on Public Safety customer needs (but also meet needs of other governmental customers where possible)
  2. Voice communication equipment
  3. Maximize competition among manufacturers
  4. Contract performance direct from manufacturer and/or through authorized dealer network
  5. Award by product category (including services where possible) – example: portable, mobile, base station radios, etc.
  6. Best value awards (evaluation points for cost and non-cost factors)
  7. Multiple vendor awards by category (i.e. awards within competitive range)

Request for Information (RFI)

- **Development of the RFI**
  The RFI was developed, reviewed and approved by the sourcing team in an effort to describe this project and to obtain feedback from the vendor community. Issues addressed included:
  1. An introduction and overview of the project
  2. Provide background on the current WSCA-NASPO contract for public safety communication equipment
  3. Describe the structure and evaluation process to be used for the upcoming RFP
  4. Identify product categories and subcategories

5. Seek vendor assistance and feedback
6. Provide a project timeline

RFI document: 

- **Release of RFI**
  On September 6, 2013 the RFI 06913 for Public safety Communication Equipment was posted to WEBS (Washington's Electronic Business Solutions) website and all registered vendors were notified of this posting and were encouraged to download a copy from the state's website. 356 total vendors were notified; of which there were: 6 minority owned businesses, 4 women owned businesses, 1 minority and women owned businesses, 36 Washington small businesses, and 6 veteran owned businesses).
  Others notified of the WEBS posting included:
  - Sourcing team members so they could direct their state's vendor's to Washington's website.
  - WSCA Contract 02702 for Public Safety Communication Equipment contract vendors.
  - Vendors who had contacted the Department of Enterprise Services during the past two years expressing an interest supplying this type of communication equipment.
- **Vendor feedback to the RFI**
  Twenty-three vendors provided feedback to the RFI regarding one or more target product specifications for the product categories and subcategories identified in the RFI. All vendor feedback was forwarded on to the SME sourcing team member who reviewed the input and then drafted specification for use in defining target product specifications for use in the upcoming RFP document.

Reorganized Sourcing Team

- WSCA-NASPO Sourcing Team was reorganized as the need arose due to members dropping off, retirements and member reassignment. The reorganized sourcing team members listed below participated in RFP development. Members returned a signed Conflict of Interest and Confidential Information form regarding this project.
  - Washington, Lead State – Dale Colbert, CPPO, Purchasing Manager, and Robert Paulson, Jr., C.P.M., Contracts Specialist serving as Procurement Coordinator. (Such forms were not required because these issues are covered in state employment regulations for procurement officers.)
  - WSCA-NASPO Cooperative Purchasing Organization – Tim Hay and Richard Carlson from.
  - California – Purchasing/Contracting Professional, Cynthia Okoroike (WSCA Contract Administrator)
  - Oregon – Purchasing/Contracting Professional, Tim Jenks (State Procurement Analyst)
  - Alaska – Purchasing/Contracting Professional, Victor Leamer (Contracting Officer III)
  - Arkansas – Purchasing/Contracting Professional, Jared Chaney (Buyer, IT Contracting)
  - Delaware – Purchasing/Contracting Professional, Rebecca Lovin (State Contract Procurement Officer)
  - Washington – Subject Matter Expert (SME), Tom Mahon (Communications System Manager, DNR)
  - California – Subject Matter Expert (SME), John Lemmon and Fred Thomas (California Technology Agency)
  - Idaho – Subject Matter Expert (SME), Robert Hugi (Statewide Interoperability Coordinator)
  - Nevada – Subject Matter Expert (SME), Richard Brooks (Department of Transportation)

Memo-To-File
Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

Request for Proposals (RFP)

- **Development of the RFP**
  - Only equipment manufacturers may submit proposals. Only manufacturers who offered public safety communication equipment in one or more of the following equipment categories/subcategories were considered for contract award. Multiple vendor awards by product category/subcategory would be made within a defined competitive range.

    1. Radios – LMR (Land Mobile Radios)
       - Portable (single-band and dual-band)
       - Mobile(single-band and dual-band)
       - Desktop (single-band and dual-band)
       - Base Station/Repeater
       - In-vehicle Repeater
    2. Gateway Devices
    3. Microwave Radios
    4. Dispatch Consoles
    5. Microwave Antennas
    6. Mobile Radio Antennas
    7. Base Station/Repeater Radio Antennas
    8. RF Transmission Lines
    9. RF Filtering Equipment

  - States who returned an intent to participated form and were named in the RFP included: Alaska - $6,210,000/year; Arkansas - $3,250,000/year; Delaware - $4,030,000/year; Iowa - $2,000,000/year; Nevada - $4,000,000/year; New Hampshire - $2,000,000/year; Oregon - $13,000,000/year; South Dakota - $100,000/year; Utah - $495,000/year; Washington - $12,000,000/year; California - $8,000,000/year.
- **Release of RFP**

  The RFP document was finalized by the sourcing team and on March 13, 2014, it was posted to WEBS (Washington's Electronic Business Solutions) website and all registered vendors were notified and encouraged to download a copy from the state's website. 456 total vendors were notified of which there were: 4 minority owned businesses, 2 women owned businesses, 2 minority and women owned businesses, 57 Washington small businesses, 0 Washington mini businesses, 0 Washington micro businesses, and 2 veteran owned businesses. Other interested parties notified of the RFP posting included:
  - Sourcing team members so they could direct their state's vendors to Washington's website.
  - Vendors who had responded to the RFI.
  - States who had submitted an "intent to participate" form so they could notify their state's vendors of this bidding opportunity.

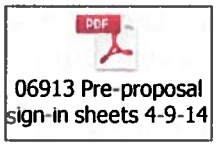
  Reference embedded copy of the RFP solicitation document:

- **Pre-proposal conference**

  The pre-proposal conference was held on Wednesday, April 9, 2014 at 9:00 am at the Seattle Marriott Sea-Tac Airport (Conference Room), 3201 S. 176th Street, Seattle, WA 98188 (206) 241-2000. In

attendance were 32 representatives from 23 companies; plus sourcing team members – John Lemmon and Tom Mahon, Tim Hay from WSCA-NASPO, and Dale Colbert, Robert Paulson and Wendy Walker from DES. See embedded pdf document of the sign-in sheet for this meeting.



- **RFP Amendments**
  - Amendment #1, posted to WEBS April 22, 2014 rescheduled proposal due date. Reference embedded Word document of Amendment #1:



  - Amendment #2, posted to WEBS May 19, 2014 amended the RFP document to address Bidder comments and questions received during and after the pre-proposal conference. Reference embedded Word document of Amendment #2:



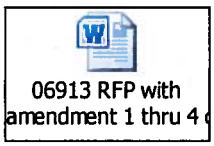
  - Amendment #3, posted to WEBS May 29, 2014 rescheduled proposal due date. Reference embedded Word document of Amendment #3:



  - Amendment #4, posted to WEBS June 23, 2014 amended the RFP document to address Bidder comments and questions received after release of Amendment #2. Reference embedded Word document of Amendment #4:



Additionally, Amendment #4 provided Bidders an unofficial consolidated and updated RFP document showing changes/revisions made by Amendment #2 (highlighted in yellow) and changes/revisions made in Amendment #4 (highlighted in blue).



Memo-To-File
Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment

Evaluation of Proposals:

- **Proposal Receipt:**

  On July 16, 2014 at 2:00 PM all proposals received for this RFP were opened by the Bid Clerk and two support staff. Vendors returned one hard copy original and eight copies as requested. Also as requested, most vendors also provided an electronic copy of their proposal on a disk or thumb drive. (However, in a few instances the electronic copy or a portion of it was missing and had to be requested from the vendor. This was considered a minor informality as the hard copy would prevail over any discrepancies.)

  Thirty-one (31) proposals were listed as having been received; one of which was late (Exalt Communications which could not be considered for award), one proposal was an updated replacement for a previously submitted proposal – both of which were listed (NEC Corporation of America), and one vendor was listed twice – Relm Wireless. Thus, twenty-eight (28) proposals actually were received from Vendors for one or more product categories, were evaluated, and were considered for award. Proposals received are listed on the following embedded pdf document.

- **Initial Determination of Responsiveness:**

  The following embedded Excel spreadsheet lists all 28 vendors who submitted proposals. Each proposal was reviewed and checked for responsiveness (reference RFP Part I Section 8.1.2). Issues reviewed and recorded included: e-copy of proposal submitted or subsequently received, signed offer page, amendments retuned, exceptions to terms and conditions identified, reciprocity in accordance with Washington state law, prompt payment discount offered, purchasing card accepted, customer references listed, Appendices E Contract Management and Performance Plan, F National Network of Subcontractors/Dealers/Distributors, G Specifications, and H Price Worksheets. For Appendices G and H under the vendor's name an "X" was shown for the product category or subcategory for which a response was submitted.

- **Reference Evaluations:**

  RFP (Part I Section 4.10 Customer References) specified that vendors were to send a copy of Appendix I Customer Reference Questionnaire to their largest governmental or commercial customers for completion and submission directly to the Procurement Coordinator. Vendors also listed in Appendix D Bidder Information and Profile, the names of customers sent questionnaires, name of customer contact person, their telephone number, and the equipment categories/subcategories purchased by them.

  On returned questionnaires customers identified the different types of product categories purchased from the vendor. They also evaluated and scored the vendor's performance on ten different performance issues using a scale from a high of 5 for "exceptional" service to a low of 1 for "un-satisfactory" service. A copy of Appendix I Customer Reference Questionnaire is provided here as an embedded document.



In accordance with RFP (Part I Section 8.1.5 Reference Evaluation) returned questionnaires were used to score the vendor's past performance. Customer reference scores for all ten issues were summed (for a maximum of 50 available evaluation points) for each product category. For each equipment category the first six returned questionnaires were considered by the Procurement Coordinator and the four highest scoring references were used to determine a total evaluation score with a maximum of 200 evaluation points being evaluable. (Procedures were specified to address the problems of: scoring issues left blank, more than six customer questionnaires being returned for the same product category for the same vendor, follow-up on unreturned customer reference questionnaires, etc.)

If a questionnaire from a customer reference listed by the vendor in Appendix D was not received by DES, the Procurement Coordinator (or designee) attempted to contact the reference and request submission of the missing questionnaire. Efforts to obtain missing questionnaires have been documented in the following embedded document.



In accordance with RFP (Part I Section 8.1.10 Evaluation and Awards within Competitive Range) for each category and subcategory the vendor with the highest raw customer reference total score was awarded the maximum of 200 evaluation points. Vendors with a lower raw customer reference total score received proportionally fewer evaluation points (i.e. lower reference score divided by the highest reference score times 200 evaluation points – rounded to whole number.)

During the evaluation process it was determined that a vendor's reference scores should not be considered nor used in the scoring of the category when the vendor's offered product was rejected for failing to meet specification or pricing requirements, or when the vendor did not manufacture the product offered. The following embedded Excel spreadsheet summarizes scoring results.



- **Evaluation Teams:**

  Sourcing team members were split into two evaluation teams. One evaluation team focused on the evaluation and scoring of the vendor proposals regarding the non-cost factors identified in Appendix E Contract Management and Performance, and Appendix F Use of National Network of Subcontractors/Dealers/Distributors. This evaluation team was made up of the following purchasing professionals:

  - California – Cynthia Okoroike,
  - Oregon – Tim Jenks,
  - Alaska – Victor Leamer, and
  - Arkansas – Jared Chaney.

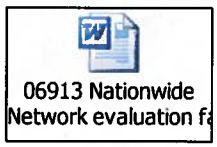
The second evaluation team focused on the evaluation of the vendor proposals regarding Appendix G Specifications and Appendix H Price Worksheets. This evaluation team was made up of the following subject matter experts:

- Washington – Tom Mahon (Communications System Manager, DNR)
- California – John Lemmon and Fred Thomas (California Technology Agency)
- Idaho – Robert Hugi (Statewide Interoperability Coordinator)
- Nevada – Richard Brooks (Department of Transportation)

- **Posting of electronic copy of proposals for evaluation**

The Procurement Coordinator posted the vendor's completed Appendix E Contract Management and Performance, and Appendix F Use of National Network of Subcontractors/Dealers/Distributors with supporting documentation on a secure National Association of State Procurement Officials (NASPO) website for use by sourcing team evaluators. Evaluators were advised that if not all available points are awarded for each evaluation topic the evaluator should explain why in the comment section. The following two scoring templates were provided to assist evaluators in scoring vendor's proposal.





On a second secure NASPO website the Procurement Coordinator posted the Appendix G Specifications and Appendix H Price Worksheets with supporting documentation portion of each vendor's proposal for use by sourcing team evaluators. Evaluators were asked to determine whether the product offered meet the target product specifications and whether the corresponding pricing quoted was correctly shown.

The following two scoring templates were provided evaluators to assist with scoring each vendor's proposal.





- **Tacoma Evaluation Meeting:**

The week of August 18-22, 2014 sourcing team evaluators met in Tacoma, Washington to complete the evaluation of vendor proposals. Each evaluation team member brought with them the results of their own review and scoring of assigned portions of each vendor's proposal.

One evaluation team met with Dale Colbert to discuss each team member's scoring of each vendor's non-cost factors for Appendix E Contract Management and Performance Plan and Appendix F Nationwide Network of Subcontractors/Dealers/Distributors. Following several days of discussion a single team score sheet was completed for each vendor's responses to Appendix E and Appendix F. These consolidated team score sheets were then used in the evaluation of proposals and the assignment of evaluation scores.

A second evaluation team met with Robert Paulson to discuss each team member's evaluation of each vendor's compliance with requirements specified in Appendix G Specifications and Appendix H Price Worksheets. Following several days of discussion a single team score sheet was completed for use in assessing vendor's pass/fail compliance with specifications and the evaluation of price worksheets.

During evaluation of vendor's proposals for gateway devices and dispatch consoles it became apparent to everyone that vendors did not have a clear understanding of target product specifications nor how to complete the corresponding price worksheets for these two categories. Based on team consensus it was decided that the target product specifications and corresponding price worksheets should be redrafted and clarification should be sought from those vendors who had originally submitted proposals for these two categories. The discount percentage offered would remain unchanged and the non-cost evaluation scores for references, contract management and performance plan, and use of nationwide network of subcontractors/dealers/distributors would be used to complete the evaluation and award of these two product categories.

- **Evaluation of Specification Compliance and Pricing:**

In accordance with RFP (Part I Section 8.1.7 Specification Evaluation) evaluators analyzed each proposal and determine whether the product offered met the target product specifications on a pass/fail basis for the identified category/subcategory (Appendix G Specifications). In addition the Procurement Coordinator requested that evaluators consider whether the corresponding pricing quoted for each specification line item was appropriately included in the proposal (Appendix H Price Worksheets). Evaluators were then asked to complete an evaluation sheet for each vendor's offered product in response to the RFP specified target product by category/subcategory.

- **Evaluation of Non-Cost Factors:**

The following scoring strategy was used by the evaluation team in determining and assigning evaluation points to the vendor's response to Appendix E Contract Management and Performance Plan and Appendix F Nationwide Network of Subcontractors/Dealers/Distributors.

Higher Points	Response indicates excellent capability and support of the contract. Response meets all requirements and expectations. There are no critical shortfalls.
Fewer Points	Response is above or exceeds expectations. May have shortfalls in a few non-critical areas.
Fewer Points	Response is at expectation and for most areas meets desired quality. May exhibit some shortfalls in a few non-critical areas.
Fewer Points	Response meets minimum expectations and is generally adequate. May exhibit shortfalls in non-critical areas.
Fewer or Zero Points	Response information is incomplete or deficiencies exist. Fails to establish minimum expectations and serious shortfalls exist.

Contract Management and Performance Plan (200 maximum available evaluation points) Evaluation and scoring was as follows:

- Organizational chart identifying key people - (20 maximum evaluation points)
- Company experience and history - (30 maximum evaluation points)
- Plan to provide contract customers with product and service information - (60 maximum evaluation points)
- Plan to provide contract customers assistance - (10 maximum evaluation points)
- How customers will be provided service support - (80 maximum evaluation points)

Use of Nationwide Network of Subcontractors/Dealers/Distributors (100 maximum available evaluation points) Evaluation and scoring was as follows:

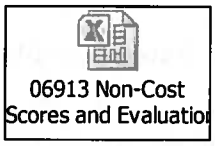
- Contract management and communication plan - (20 maximum evaluation points)
- Plan to use a network of subcontractors/dealers/distributors - (20 maximum evaluation points)
- Subcontractor/Dealer/Distributor names, addresses, etc. - (50 maximum evaluation points) (Although not a factor in evaluation and scoring, identify any anticipated MWBE participating in planned contract performance.)
- Plan for removing unsatisfactory subcontractors/dealers/distributors - (10 maximum evaluation points)

- **Evaluation of Contract Management and Performance Plan and Use of Nationwide Network of Subcontractors/Dealers/Distributors:**

  In accordance with RFP (Part I Section 8.1.10 Evaluation and Awards within Competitive Range) for each category and subcategory the vendor with the highest raw evaluation score for its "Contract Management and Performance Plan" was awarded the maximum of 200 evaluation points. Vendors with a lower raw score were awarded proportionally fewer evaluation points (i.e. lower raw score divided by the highest raw score times 200 evaluation points – rounded to whole number.)

  Additionally, in accordance with RFP (Part I Section 8.1.10 Evaluation and Awards within Competitive Range) for each category and subcategory the vendor with the highest raw evaluation score for its "Use of Nationwide Network of Subcontractors/Dealers/Distributors" was awarded the maximum of 100 evaluation points. Vendors with a lower raw score were awarded proportionally fewer evaluation points (i.e. lower raw score divided by the highest raw score times 100 evaluation points – rounded to whole number.)

  During the evaluation process it was determined that a vendor's raw/evaluation score should not be considered for category scoring when the vendor's offered product was rejected for failing to meet specification or pricing requirements. The following embedded Excel spreadsheet summarizes these scoring results.



- **Evaluation Scoring of Specification Compliance and Pricing:**

  To establish bid prices vendors identified the specific manufacturer product price list used for the product offered to meet the RFP's target product specifications. Vendors then specified a fixed percentage discount to be applied to all products offered, including the target product used for price comparison during the evaluation process. Net pricing (i.e. list price less percentage discount) for each vendor's target product was used for price comparison and scoring. The percentage discount will be held firm during the contract period for all products sold in the designated product category or subcategory awarded on the contract.

  In accordance with RFP (Part I Section 8.1.9 Cost/Price Evaluation) the Procurement Coordinator reviewed the "Proposal Evaluation Team Score Sheet" completed for each vendor's response to Appendix G and Appendix H to assure the consistent application of team decisions. (Example: for the category of Portable Radio, Single-Band, Tier II, the evaluation team concluded line items 9.6, 9.7, 9.7.1 and 9.7.2 should not be considered for specification compliance nor considered during price analysis. It was determined these line items were included in error and should not be considered during proposal

evaluation.) Such corrections and adjustments were fully annotated by the Procurement Coordinator on the vendor's evaluation score sheet.

Bid prices were adjusted to factor in Washington State in-state preference–there is none for these products–and reciprocity requirements (RFP Part I Section 1.9 In-State Preference/Reciprocity) and qualifying prompt payment discount. These adjustment elements are highlighted in yellow for ease of identification.

For each product category/subcategory the lowest evaluation price is highlighted in yellow and was awarded 500 evaluation points. Higher evaluation prices received proportionally fewer evaluation points. Rejections resulted for the following reasons: 1) Product offered did not meet specification and/or price worksheet requirements–there were 17; 2) Vendor did not manufacture bid item offered–there were 9; or 3) Extended warranty was not priced and price analysis could not be completed–there were 2.

The embedded Excel spreadsheet below shows results of specification and bid price analysis by vendor and product category.



- **Award Results:**

In accordance with RFP Part I Section 8.1.10 Evaluation and Awards within Competitive Range, contract awards were made to multiple vendors for each product category and subcategory based on a "best value" analysis factoring in evaluation points for: 1) references (200 points available); 2) contract management and performance plan (200 points available); 3) use of nationwide network of subcontractors/dealers/distributors (100 points available); and 4) price (500 points available). There were a maximum of 1,000 evaluation points available for each product category/subcategory.

Multiple vendor awards by category and subcategory were made provided the Vendor's total evaluation score was determined to be within a competitive range of twenty percent (20%) of highest evaluated score. Additionally, the maximum number of awards for a category/subcategory was allowed up to two-thirds (2/3) (rounded to the whole number, but not less than three where practicable) of the number of bidders competing for the category/subcategory.

However for radio subcategories of: portable radio (dual-band, single-band tier I, single-band tier II, or single-band tier III), mobile radio (dual-band, single-band tier I, single-band tier II, or single-band tier III), desktop radio (dual-band, single-band tier I, or single-band tier II), and base station/repeater radio (single-band tier I or single-band tier II), a vendor also may receive an award for other subcategories provided they otherwise received an award for at least two of these subcategories. As stated in the RFP Section 8.1.10, "(t)his additional award consideration is necessary to provide contract customers with an opportunity to purchase all of these related subcategory radio products from the same vendor since they are often required by customers to assure equipment standardization and equipment compatibility."

The embedded Excel spreadsheet below shows award results for vendors by category/subcategory. Twenty of twenty-seven vendors submitting a proposal were successful in receiving an award for one or more product categories.

Memo-To-File
Evaluation and Award Recommendation
For WSCA-NASPO RFP 06913, Public Safety Communication Equipment



Listed below are the "Apparent Successful" vendors, percentage of highest evaluation points, and award results for categories and subcategories:

- **Radio**
  - Subcategory: Portable, duel-band:

Vendor	% of Highest Evaluation Points	Award Results
E.F. Johnson Company	100%	1st – Award
Harris Corporation	99%	2nd – Award
Motorola Solutions	93%	3rd – Award

  - Subcategory: Portable, single-band tier I:

Kenwood USA Corporation	100%	1st – Award
E.F. Johnson Company	95%	2nd – Award
Harris Corporation	93%	3nd – Award
Relm Wireless Corporation	86%	4th – Award
Motorola Solutions	85%	Added Award

  - Subcategory: Portable, single-band tier II:

Harris Corporation	100%	1st – Award
E.F. Johnson Company	99%	2nd – Award
Kenwood USA Corporation	94%	3rd – Award
Icom America, Inc.	94%	4th – Award
Motorola Solutions	91%	5th – Award
Tait Corporation	90%	Added Award

  - Subcategory: Portable, single-band tier III:

Kenwood USA Corporation	100%	1st – Award
Motorola Solutions	67%	Added Award
Harris Corporation	62%	Added Award
Icom America, Inc.	58%	Added Award

  - Subcategory: Mobile, duel-band:

Vendor	% of Highest Evaluation Points	Award Results
Motorola Solutions	100%	1st – Award
Harris Corporation	97%	2nd – Award

  - Subcategory: Mobile, single-band tier I:

Motorola Solutions	100%	1st – Award
Harris Corporation	97%	2nd – Award

E.F. Johnson Company	91%	3rd – Award

- Subcategory: Mobile, single-band tier II:

Motorola Solutions	100%	1st – Award
Icom America, Inc.	91%	2nd – Award
Harris Corporation	88%	3rd – Award
Tait Corporation	80%	4th – Award
E.F. Johnson Company	77%	Added Award

- Subcategory: Mobile, single-band tier III:

Icom America, Inc.	100%	1st – Award
Harris Corporation	71%	Added Award

- Subcategory: Desktop, duel-band:

Vendor	% of Highest Evaluation Points	Award Results
Motorola Solutions	100%	1st – Award
Harris Corporation	88%	2nd – Award

- Subcategory: Desktop, single-band tier I:

Tait Corporation	100%	1st – Award
Motorola Solutions	99%	2nd – Award
E.F. Johnson Company	97%	3rd – Award

- Subcategory: Desktop, single-band tier II:

Motorola Solutions	100%	1st – Award
Icom America, Inc.	91%	2nd – Award
Kenwood USA Corporation	84%	3rd – Award
Tait Corporation	76%	Added Award
E.F. Johnson Company	70%	Added Award

- Subcategory: Base Station/Repeaters, single-band tier I:

Vendor	% of Highest Evaluation Points	Award Results
Tait Corporation	100%	1st – Award
Motorola Solutions	90%	2nd – Award

- Subcategory: Base Station/Repeaters, single-band tier II:

Tait Corporation	100%	1st – Award
E.F. Johnson Company	96%	2nd – Award
Codan Radio Communications	85%	3rd – Award
Motorola Solutions	74%	Added Award

- Subcategory: In-Vehicle Repeater, single-band tier I:

Vendor	% of Highest Evaluation Points	Award Results
Pyramid Communications	100%	1st – Award
Harris Corporation	85%	2nd – Award

- **Gateway Devices**

Vendor	% of Highest Evaluation Points	Award Results
Raytheon JPS Communications, Inc.	100%	1st – Award

- **Microwave Radios**

Vendor	% of Highest Evaluation Points	Award Results
Aviat, Inc.	100%	1st – Award
NEC Corp. of America	84%	2nd – Award

- **Dispatch Consoles**

Vendor	% of Highest Evaluation Points	Award Results
Zetron, Inc.	100%	1st – Award
Bosch Security Systems, Inc.	95%	2nd – Award
Avtec, Inc.	91%	3rd Award

- **Microwave Antennas**

Vendor	% of Highest Evaluation Points	Award Results
CommScope, Inc.	100%	1st – Award
Ceragon Networks	97%	2nd – Award

- **Mobile Radio Antennas**

Motorola Solutions	100%	1st – Award

- **Base Station/Repeater Radio Antennas**

Vendor	% of Highest Evaluation Points	Award Results
Telewave, Inc.	100%	1st – Award
Sinclair Technologies	94%	2nd – Award

- **RF Transmission Lines**

Radio Frequency Systems (RFS)	100%	1st – Award

- **RF Filtering Equipment**

Vendor	% of Highest Evaluation Points	Award Results
Telewave, Inc.	100%	1st – Award
Sinclair Technologies	94%	2nd – Award

Savings:

The fixed percentage discounts off the awarded vendor's/manufacturer's product price list was substantial. Price discounts for the fourteen Radio subcategories varied by vendor from a low of 20% to a high of 37.25%. Price discounts for the ten other product categories varied substantially by vendor from a low of 20% to a high of 67%.

Price discounts offered through this new WSCA-NASPO contract will be slightly higher than the price discounts of the previous WSCA contract for basically the same vendors and products. However, the most significant benefit to contract customers will be that these higher price discounts will be locked in during the initial 2-year contract term and all subsequent contract extensions. (For example Motorola Solutions, the vendor with the largest portion of the market for public safety radio equipment, had a previous contract discount level of 25% while the new level of discount will increase to 27%. During 2013 Motorola contract sales were $73 million. A 2% savings in discount would generate an aggregate annual savings of $1.46 million to contract customers.)

To summarize, the previous WSCA-NASPO contract for Public Safety Communication Equipment had annual sales exceeding $100,000,000 to 30 participating states and local purchasing entities. With these higher levels of price discount, contract purchases of this type of communication equipment is anticipated to continue to be high, especially as awarded vendors market the savings this newly awarded WSCA-NASPO contract affords its governmental customers.

COMMUNICATIONS INTERNATIONAL
4045 Pines Industrial Avenue
Rockledge, FL 32955
Voice: 321.636.9885 Fax: 321.636.7720

QUOTATION

Page	1/4
Date	3/31/2016
Quote Number	QTE1600787

Bill To
Cocoa Fleet Department
301 Shearer Blvd
Cocoa, FL, 32922
USA

Site
Cocoa Fleet Department
301 Shearer Blvd
Cocoa, FL, 32922

Contact
Tony Jones
Voice: 321-433-8766
Fax: --

Site Number	Description	Salesperson	Reference
COC150MAIN	City Water Tower	Tewell, Edgar B	New Radio Antennas & Coax Cabling

Description	Qty	Unit	Sale Price	Total
New Antennas & Radio Cabling -Water Tower				
Install - Miscellaneous/Custom Items	1.00	Each	14,352.00	14,352.00

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QUOTATION

Page	2/4
Date	3/31/2016
Quote Number	QTE1600787

Description	Qty	Unit	Sale Price	Total
- Cocoa Water Tank at 322 Peachtree St - Deployment of a tower crew for the installation of two antennas. - The antennas will be fed by 1 5/8 inch coax along with a second one for spare - The coax will be secured to the tank via industry standard coax routing hardware. - The coax will route from the top of the tank following the ladder (secured to the ladder support tabs), and follow the walkway handrail around to the tank leg. Currently there is a conduit that is attached to the side of the coax support ladder, the two coax runs will follow down the tank leg on the opposite side of the ladder, and will be secured to it much like the existing conduit is. - From the base of the tank the coax will each enter a 3 inch conduit and exit into a large NEMA box on the exterior wall of the shelter/building (where the current coax enters). Note: Just to be sure all folks understand, the coax will not be in a conduit as it mates to the tower, it will be exposed, as it is made to be. Also, as discussed i n the job walk…since the outer sheathing of coax is not paint friendly (paint will flake off in a short amount of time), it was determined the coax will not be painted. Inside the NEMA box the coax will mate to the PolyPhaser l ightning protection, as well as proper grounding will be installed. - At the base of the tank leg, the two 3 inch conduits will rise a few feet above grade and will be waterproofed via the industry standard entry boot kit system. The coax runs will be grounded at the top, at the base, and at the NEMA box. The runs from the NEMA box to the radio will be LMR600 coax. - The installation of this coax includes a two-day rental of a man-lift. Should other days be needed for whatever reason, the customer will be invoiced accordingly. Provide and install a ground buss bar for the PolyPhaser to land to in the NEMA box. I				
Install - Miscellaneous/Custom Items - Installation of two runs of 3 inch PVC electrical conduit from the tank leg to the RF building. Weatherproof the conduits at the tank leg by installing entryport boot kits. Provide and install a weatherproof NEMA box (approximate 2' x 3') on the wall of the shelter for the 3 inch conduit to land. Run of conduit includes 4 factory made sweeps.	1.00	Each	6,497.50	6,497.50
CLW-440-1, RFS Cellwave Antenna	2.00	Each	608.00	1,216.00

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Rockledge, FL 32955
Voice: 321.636.9885 Fax: 321.636.7720

QUOTATION

Page	3/4
Date	3/31/2016
Quote Number	QTE1600787

Description	Qty	Unit	Sale Price	Total
- VHF, 150-162 Mhz Dipole Antenna, 6db Gain				
Commscope CMS-FXL1873, 1-5/8 inch Coax - Commscope 700 ft Heliax, 1-5/8 inch Coax Cable, Foam Filled	700.00	Each	6.41	4,487.00
Commscope CMS-158EZNF Type N Female - Commscope Type N, Straight Female Connector, 1-5/8 inch	2.00	Each	161.69	323.38
Commscope CMS-158EZDM Type N Male - Commscope Type N, Straight Male Connector, 1-5/8 inch	2.00	Each	154.00	308.00
VHF50HNMA - VHF CombinerArrestor 100-512 Mhz Polyphaser.	2.00	Each	95.95	191.90
Misc Parts/Connectors	1.00	Each	100.00	100.00
Install - Miscellaneous/Custom Items - RF Technican to connect, test and optimize the VHF MASTR III Repeater once the tower crew has installed the Coax and Antennas on the water tower	1.00	Each	330.00	330.00
Shipping and Handling - Shipping and Handling is Estimated Only and subject to change without notice - Alllow 4-6 Weeks Delivery ARO	1.00	Each	400.00	400.00

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Voice: 321.636.9885 Fax: 321.636.7720

QUOTATION

Page	4/4
Date	3/31/2016
Quote Number	QTE1600787

Description	Qty	Unit	Sale Price	Total
			Subtotal:	28,205.78

Prices quoted are valid for (30) Days from Document Date.
Orders may be subject to shipping & handling charges.
All warranties are manufacture's warranties.

Plus Tax	0.00
Total Due (USD)	28,205.78

Please complete the details below and fax or email them to us.

☐ Purchase Order Number _____

☐ Credit Card
☐ Visa ☐ Mastercard ☐ Bankcard
Card No. _____ Exp. Date _____
Cardholder's Name _____

☐ Cheque 4450 US Highway 1
Vero Beach, FL, 32967, USA

Please place my order now

Name _____

Signature _____

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc.'s Terms and Conditions of Sale Service and Technical Support.

COMMUNICATIONS INTERNATIONAL
4045 Pines Industrial Avenue
Rockledge, FL 32955
Voice: 321.636.9885 Fax: 321.636.7720

QUOTATION

Page	1/4
Date	3/23/2016
Quote Number	QTE1600628

Bill To
Cocoa Fleet Department
301 Shearer Blvd
Cocoa, FL, 32922
USA

Site
Cocoa Fleet Department
301 Shearer Blvd
Cocoa, FL, 32922

Contact
Tony Jones
Voice: 321-433-8766
Fax: --

Site Number	Description	Salesperson	Reference
COC150MAIN	VHF Mobile & Portable Radios	Tewell, Edgar B	New ICOM Radio Planning

Description	Qty	Unit	Sale Price	Total
New ICOM Mobile & Portable Radio Planning				
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	5.00	Each	316.89	1,584.45
Program, Front Mount Radio	5.00	Each	32.50	162.50
ICOM F1000T-09 136-174Mhz Portable Radio - Includes: Antenna, Battery, Belt Clip -	4.00	Each	207.08	828.32
Program, Portable System	4.00	Each	32.50	130.00
BC213 - Icom, rapid charger for radios Using BP279 Batteries - CITY HALL -	4.00	Each	26.36	105.44
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	2.00	Each	316.89	633.78
Program, Front Mount Radio	2.00	Each	32.50	65.00
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - To Be Used as Desktop Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	1.00	Each	316.89	316.89

COMMUNICATIONS INTERNATIONAL
4045 Pines Industrial Avenue
Rockledge, FL 32955
Voice: 321.636.9885 Fax: 321.636.7720

QUOTATION

Page	2/4
Date	3/23/2016
Quote Number	QTE1600628

Description	Qty	Unit	Sale Price	Total
Program, Front Mount Radio	1.00	Each	32.50	32.50
ICOM F1000T-09 136-174Mhz Portable Radio - Includes: Antenna, Battery, Belt Clip	6.00	Each	207.08	1,242.48
BC213 - Icom, rapid charger for radios Using BP279 Batteries	6.00	Each	26.36	158.16
Program, Portable System - POLICE -	6.00	Each	32.50	195.00
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - To Be Used as Desktop Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	1.00	Each	316.89	316.89
Program, Front Mount Radio	1.00	Each	32.50	32.50
ICOM F1000T-09 136-174Mhz Portable Radio - Includes: Antenna, Battery, Belt Clip	10.00	Each	207.08	2,070.80
BC213 - Icom, rapid charger for radios Using BP279 batteries	10.00	Each	26.36	263.60
Program, Portable System PUBLIC WORKS -	10.00	Each	32.50	325.00
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	33.00	Each	316.89	10,457.37
Program, Front Mount Radio	33.00	Each	32.50	1,072.50
ICOM F1000T-09 136-174Mhz Portable Radio - Includes: Antenna, Battery, Belt Clip	10.00	Each	207.08	2,070.80
BC213 - Icom, rapid charger for radios Using BP279 batteries	10.00	Each	26.36	263.60
Program, Portable System	10.00	Each	32.50	325.00

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QUOTATION

Page	3/4
Date	3/23/2016
Quote Number	QTE1600628

Description	Qty	Unit	Sale Price	Total
- UTILITIES				
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	124.00	Each	316.89	39,294.36
Program, Front Mount Radio	124.00	Each	32.50	4,030.00
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Base Station Radio WFO - To Be Used as Desktop Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	1.00	Each	316.89	316.89
Program, Front Mount Radio	1.00	Each	32.50	32.50
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio Base Station Radio Sellers - To Be Used as Desktop Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	1.00	Each	316.89	316.89
Program, Front Mount Radio	1.00	Each	32.50	32.50
F502151 - Icom 136-174MHz, 50W,128 Ch. Mobile Radio - Base Station Radio Field Services - To Be Used as Desktop Radio - Includes: Power Cable Mounting Hardware, Palm Mic and External Speaker (SP-30)	1.00	Each	316.89	316.89
Program, Front Mount Radio	1.00	Each	32.50	32.50
ICOM F1000T-09 136-174Mhz Portable Radio - Includes: Antenna, Battery, Belt Clip	25.00	Each	207.08	5,177.00
BC213 - Icom, rapid charger for radios Using BP279 batteries	25.00	Each	26.36	659.00

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QUOTATION

Page	4/4
Date	3/23/2016
Quote Number	QTE1600628

Description	Qty	Unit	Sale Price	Total
Program, Portable System	25.00	Each	32.50	812.50
SEC1223 - 23 Amp Power Supply - Power Supplies 1 @ WFO 2 @ City Hall	3.00	Each	148.20	444.60
ICOM BC-214 6 Bay Charger w/Cups	3.00	Each	310.61	931.84
BP279 - Icom, Li-ion 7.2V 1485 mAh battery - Portable Radio Pricing is per NASPO Contract # 06913 Replaces the Expired WSCA Contract - Mobile Radio Pricing is per Fla State Contract # 725-500-12-1	6.00	Each	43.93	263.55
Shipping and Handling - Shipping and Handling is Estimated Only and subject to Change without Notice - Installation of Mobiles Not Included per Customer Request - Allow 6-7 Weeks Delivery ARO	1.00	Each	200.00	200.00
			Subtotal:	75,513.60

Prices quoted are valid for (30) Days from Document Date.
Orders may be subject to shipping & handling charges.
All warranties are manufacture's warranties.

Plus Tax	0.00
Total Due (USD)	75,513.60

Please complete the details below and fax or email them to us.

☐ Purchase Order Number _____

☐ Credit Card
☐ Visa ☐ Mastercard ☐ Bankcard
Card No. _____ Exp. Date _____
Cardholder's Name _____

☐ Cheque 4450 US Highway 1
Vero Beach, FL, 32967, USA

Please place my order now

Name _____

Signature _____

By signing this Quotation and/or submitting a purchase order pursuant to this Quotation you acknowledge that you have read and agree to be bound by Communications Int'l. Inc.'s Terms and Conditions of Sale Service and Technical Support.

ICOM Mobile and Portable Radio Price Comparisions							
Portable VHF Radio							
							NASPO Contract # 06913
	Model		**MSRP**		**Std Discount**		**Contract Pricing**
Portable	F1000T-09		$330.00		$247.50		$207.08
Charger	BC-213		$42.00		$31.50		$26.36 w/BC123SA Adapter Included
Battery	BP279		$70.00		$52.50		$43.93
6 Bay Chgr	BC-214		$495.00		$371.25		$310.61
Mobile VHF Radio							
							State Contract # 725-500-12-1
	Model		**MSRP**		**Std Discount**		**Contract Pricing**
Mobile	F5021-51		$395.00		$296.25		316.89 + SP-30 External Speaker
Speaker	SP-30		$110.00		$82.50		N/C

CITY VHF/UHF RADIO PROJECT

Summary of Costs

Quantity		Type Radio	Cost	Total
Community Services 3200				
5		Vehicle	$349.39	$1,746.95
4		Handhelds	$265.94	$1,063.76
City Hall				
2		Vehicle (IT)	$349.39	$698.78
1		Base station (EOC)	$349.39	$349.39
1		23 amp power supply base	$148.20	$148.20
4		Handhelds (IT)	$265.94	$1,063.76
2		Handhelds (EOC)	$265.94	$531.88
1		ICOM BC-214 6-bay charger	$310.61	$310.61
Police				
1		Base Station	$349.39	$349.39
10		Handhelds	$265.94	$2,659.40
				$0.00
Public Works 3500 - 3580				
33		Vehicle	$349.39	$11,529.87
10		Handhelds	$265.94	$2,659.40
1		ICOM BC-214 6-bay charger	$310.61	$310.61
1		Shipping and Handling	$100.00	$100.00
76	subtotal	**General Fund**	**TOTAL**	**$23,522.00**

Utilities 1515 - 4125				
124		Vehicle	$349.39	$43,324.36
1		Base station WFO	$349.39	$349.39
1		Base station Sellers	$349.39	$349.39
1		Base station Field Services	$349.39	$349.39
2		23 amp power supply base	$148.20	$296.40
25		Hand Held	$265.94	$6,648.50
1		ICOM BC-214 6-bay charger	$310.61	$310.61
6		7.2v batteries	$43.93	$263.58
1		Shipping and Handling	$100.00	$100.00
162	subtotal		**TOTAL**	**$51,991.62**
		Elevated Tank Antenna costs	**TOTAL**	**$28,205.78**
		Enterprise Fund	TOTAL	**$80,197.40**

TOTAL MINUS ELEVATED TANK	**$75,513.62**

Total Project cost	**$103,719.40**

VEHICLE RADIOS BY DEPARTMENT / DIVISION 421 FUND

DEPT#	NAME	RADIO #	ACCOUNT NUMBER	COST
1515	FIELD SERVICES	25	421-1515-536.5200	$8,734.75
4010	UTILITY ADMIN / LAB	4	421-4010-536.5200	$1,397.56
4020	DYAL PLANT	21	421-4020-536.5200	$7,337.19
4025	WFO	48	421-4025-536.5200	$16,770.72
4055	UTILITIES ENGINEERING	8	421-4055-536.5200	$2,795.12
4120	SELLER PLANT	6	421-4120-536.5200	$2,096.34
4125	SFO	12	421-4125-536.5200	$4,192.68
	TOTAL VEHICLE RADIO	**124**	**TOTAL COST**	**$43,324.36**

BASE STATIONS / PORTABLES

DEPT#	EQUIPMENT	#	ACCOUNT NUMBER	COST
4010	HANDHELDS	25	421-4010-536.5200	$6,648.50
	ICOM BC-214 6-bay charger	1	421-4010-536.5200	$310.61
	7.2v batteries	6	421-4010-536.5200	$263.58
			TOTAL COST	**$7,222.69**
1515	ICOM F5021-51	1	421-1515-536.5200	$349.39
	23 AMP POWER SUPPLY BASE	1	421-1515-536.5200	$148.20
			TOTAL COST	**$497.59**
4025	ICOM F5021-51	1	421-4025-536.5200	$349.39
	23 AMP POWER SUPPLY BASE	1	421-4025-536.5200	$0.00
	HAVE POWER SUPPLY		**TOTAL COST**	**$349.39**
4120	ICOM F5021-51	1	421-4120-536.5200	$349.39
	23 AMP POWER SUPPLY BASE	1	421-4120-536.5200	$148.20
				$497.59
			SHIPPING -	**$100.00**
			TOTAL COST 421 FUND	**$51,991.62**

RADIOS & EQUIP COST	
ICOM F5021-51	$349.39
ICOM BC-214 6-bay charger	$310.61
ICOM F100T-09 Portable	$265.94
23 AMP POWER SUPPLY BASE	$148.20
7.2V BATTERIES	$43.93

VEHICLE RADIOS BY DEPARTMENT / DIVISION 001 FUND

DEPT#	NAME	RADIO #	ACCOUNT NUMBER	COST
1103	IT	2	001-1103-519.5200	$698.78
3200	COMMUNITY SERVICES	5	001-3200-515.5200	$1,746.95
3510	STREETS	10	001-3510-541.5200	$3,493.90
3520	GROUNDS	10	001-3520-572.5200	$3,493.90
3540	FLEET	2	001-3540-519.5200	$698.78
3560	FACILITIES	5	001-3560-519.5200	$1,746.95
3570	STORMWATER	6	423-3570-538.5200	$2,096.34
	TOTAL VEHICLE RADIO	40	**TOTAL COST**	**$13,975.60**

BASE STATIONS / PORTABLES

DEPT#	EQUIPMENT	#	ACCOUNT NUMBER	COST
1103	HANDHELDS	4	001-1103-519.5200	$1,063.76
	ICOM BC-214 6-bay charger	1	001-1103-519.5200	$310.61
			TOTAL COST	**$1,374.37**
1600	ICOM F5021-51	1	001-1600-513.5200	$349.39
	23 AMP POWER SUPPLY BASE	1	001-1600-513.5200	$148.20
	HANDHELDS (EOC)	2	001-1600-513.5200	$531.88
			TOTAL COST	**$1,029.47**
2100	ICOM F5021-51	1	001-2100-521.5200	$349.39
	23 AMP POWER SUPPLY BASE	0	001-2100-521.5200	
	HAVE POWER SUPPLY		001-2100-521.5200	
	HANDHELDS	10	001-2100-521.5200	$2,659.40
			TOTAL COST	**$3,008.79**
3200	HANDHELDS	4	001-3200-515.5200	$1,063.76
			TOTAL COST	**$1,063.76**
3500	HANDHELDS	10	001-3500-519.5200	$2,659.40
	ICOM BC-214 6-bay charger	1	001-3500-519.5200	$310.61
	PW HAS BASE STATION			**$2,970.01**
			SHIPPING-	**$100.00**
			TOTAL COST 001 FUND	$23,522.00

FROM ACCOUNT - 001-1600-513.8301	
	$21,325.66
TO ACCOUNT 001/	
001-1103-519.5200	$2,073.15
001-1600-513.5200	$1,029.47
001-2100-521.5200	$3,008.79
001-3200-515.5200	$2,810.71
001-3500-519.5200	$2,970.01
001-3510-541.5200	$3,493.90
001-3520-572.5200	$3,493.90
001-3540-519.5200	$698.78
001-3560-519.5200	$1,746.95
TOTAL	**$21,325.66**

FROM ACCOUNT - 421-4010-536.3900	
	$80,097.40
TO ACCOUNTS 421	
421-1515-536.5200	$9,232.34
421-4010-536.5200	$8,620.25
421-4020-536.5200	$7,337.19
421-4025-536.5200	$17,120.11
421-4055-536.5200	$2,795.12
421-4120-536.5200	$2,593.93
421-4125-536.5200	$4,192.68
TOTAL	**$51,891.62**
WATER TOWER ANTENNA INSTALL	
421-4010-536.6300	**$28,205.78**

COMMUNICATIONS INTERNATIONAL

MASTER CONTRACT BETWEEN

COMMUNICATIONS INTERNATIONAL INC.

AND

BREVARD COUNTY BOCC

Ci 11-151 BOCC

EQUIPMENT MAINTENANCE CONTRACT

Brevard County BOCC - Contract Ci 11-151

THIS CONTRACT is made and entered into as of this 3RD day of NOVEMBER, 2011 by and between COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation, hereinafter called "Ci" and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, Florida hereinafter called "the County" and effective OCTOBER 1, 2011.

Recitals:

WHEREAS, Ci currently provides certain Products and Services in relation to two-way radio communications within the boundaries of State of Florida; and

WHEREAS, Harris Corporation, the proprietary manufacturer of the Brevard County Public Safety Radio System has designated Ci as the vendor for maintenance services to be used by Brevard County; and

WHEREAS, due to the complexity and scope of the Brevard County Public Safety Radio System Ci is the only maintenance services vendor within the confines of Brevard County and the immediate surrounding counties qualified to provide the maintenance for this radio system; and

WHEREAS, Brevard County desires to contract for the purchase of the Products and Services from Ci as described herein; and

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

1.0 DEFINITIONS

(A) "Parties" shall mean, collectively, Ci and the County.

(B) "Products" shall mean the equipment, accessories and miscellaneous items Ci offers for sale to Brevard County at negotiated pricing as stated within this Contract.

(C) "Services" shall mean those services to be provided by Ci to the County pursuant to this Contract including, but not limited to, maintenance, support services, installations, training, labor, and testing.

(D) "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.

(E) "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in a Customer maintenance contract.

(F) "Mobile Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters and portable radio chargers and as otherwise specifically described as Fixed Equipment for maintenance in this Contract.

(G) "Demand Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract.

(H) "Normal Working Hours" are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays unless otherwise defined within this Contract.

(I) "Emergency Services" shall mean services that are available from Ci twenty-hour hours daily, seven days per week, including Federal and State holidays.

2.0 SCOPE OF CONTRACT

Ci agrees to maintain the ability to provide the services and equipment/parts as set forth in **Exhibits A, B, D, and E** of this Contract and to provide the services described herein, including Demand Services. The County agrees to purchase Demand Services from Ci, as needed, in accordance with **Exhibit C** of this Contract.

The parties expressly agree that any state, or local government agency may, at the agency's option, utilize this Contract to obtain service, maintenance, and parts for the agency's equipment used in connection with its two way radio communications under the same terms and conditions as the County. This Contract may also be utilized by any Federal government agency to obtain service, maintenance, and parts, at the agency's option, operating on the Brevard County radio communication system under a valid user agreement with the County with respect to any equipment that is included on the equipment list provided to Ci (see Exhibit B)

Nothing contained herein shall govern the terms of any work Ci is performing in connection with the rebanding of the County's 800 MHz system. In addition, Ci shall not delay any work contracted for under this Contract as a result of work it is performing in connection with the rebanding work. Ci shall be responsible for making available sufficient staffing to timely perform both the obligations under this Contract as well as for the rebanding effort.

3.0 TERM OF CONTRACT

(A) The length of this Contract shall be for one single five (5) year term with no (zero) renewal options. The contract term will commence October 1, 2011 and terminate on September 30, 2016.

(B) This Contract may be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February.

(C) Before any piece of equipment can be added to this Contract, Ci has a right to evaluate the equipment and bill the County for time and materials for any corrective actions at the demand services rate as specified in Exhibit **C** of this Contract.

4.0 PRICES AND TERMS OF PAYMENT

(A) The prices to be charged by Ci for regular fixed-price maintenance Services are set forth in Exhibit **B** of this Contract. The prices to be charged by Ci for the sale of demand services and Professional Services are set forth in Exhibit C of this Contract. The prices to be charged by Ci for installations are based on hourly, demand-services rate and are set forth in Exhibit **C** of this Contract. The prices to be charged by Ci for sale of new products and equipment are set forth in Exhibit D of this Contract. Per-unit maintenance and certification pricing shall be set forth in Exhibit E of this Contract.

(B) Payment terms for monthly recurring Maintenance Services, as outlined in Exhibit E are in advance in accordance with Florida Statutes 218.70, et seq., the "Florida Prompt Payment Act".

(C) Payment for Emergency Services, Demand Services, Professional Services and purchase of all product and/or equipment will be in accordance with Florida Statutes 218.70, et seq., "Prompt Payment Act". The time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

(D) Notwithstanding the foregoing, Ci may invoice the County for products delivered or services performed as completed. The invoice shall contain the purchase order number and description of services including quantity, if any. County will make timely payment to Ci in compliance with the Florida Prompt Payment Act. During the month of September (the last month of the County's fiscal year), Ci shall submit to the County all work orders for

products delivered or services performed during the month of September as work orders are completed. Each work order shall be submitted by Ci to the designated Radio Systems Coordinator via Email document delivery.

(E) Ci shall submit all outstanding invoices to the County, for work performed during the County fiscal year (October 1 to September 30) no later than October 15th. Invoices received after October 15th for products delivered or services completed prior to September 30th will be considered invalid and not payable by the County.

(F) Ci shall forward all completed invoices to the County within 30 calendar days from the date of acceptance of the service and/or parts, except as provided for in Section (E) above.

5.0 EXTRA CHARGES & TERMS

(A) No extra charges of any kind will be allowed unless specifically agreed to in writing by authorized representatives of both parties.

(B) Unilateral addition of terms by Ci does not supersede terms as listed under a Brevard County Purchase Order or any additional terms therein. Where terms added by Ci are in conflict with the terms contained in a Purchase Order, such terms are null & void.

6.0 MISCELLANEOUS TERMS

(A) In addition to the Services specified in this Contract, the County may order other work to be provided by Ci including specially designed work or services otherwise not in conformity with this Contract. Within ten (10) business days of receipt of a Special Requirements Order, Ci will furnish the County with a proposal to fill such Order including price and delivery time. The County may accept or reject any such proposal within ten (10) business days of receipt; any proposal not specifically accepted will be deemed rejected on the eleventh business day after receipt.

(B) Demand Services, including the installation, removal, or reinstallation of equipment, shall be performed by Ci, following reasonable notice to the County, and at the hourly rates listed in Exhibit C to this Contract. Service work made necessary because of abuse or neglect (which is not under the control of Ci) will be performed at the hourly rate for Demand Services, plus parts. Items that are not covered under Maintenance in Exhibit E, such as portable batteries, portable antennas, mobile antennas and items abused or misused by the County will be repaired and/or replaced under the Demand Services pricing structure of this Contract.

(C) Purchase orders issued in compliance with this Contract, other than Special Requirements Orders, shall be deemed accepted upon receipt by Ci. Special Requirements Orders shall be deemed accepted by Ci upon receipt of the County's acceptance of Ci's proposal.

(D) Unless otherwise specifically agreed to in writing between Ci and the County, the terms and conditions of this Contract shall take precedence over any accepted purchase order issued after the date of this Contract, in conformance with Article 18 of this Contract.

(E) The County agrees to notify Ci immediately if, at any time, it appears the Services and requirements set forth in this Contract are not being provided by Ci to the County's satisfaction. The notification shall be in writing setting forth the nature of the work and/or the equipment which does not meet the County's requirements.

(F) Ci shall maintain a minimum inventory of replacement equipment and parts available immediately in Brevard County to service backbone infrastructure and User Terminal Equipment covered under this Contract. A copy of this inventory will be made available to the County by Ci upon request. Ci shall ensure that all other parts, etc. not maintained on the minimum inventory list shall be available within a three (3) business day time frame from the time of the service call.

(G) Contract management meetings shall be held between Ci and the County to discuss the performance of Ci under the Contract, to discuss any special considerations that from time to time may arise regarding execution of the Contract, and to discuss issues pertinent to other users or municipal agencies with the Contract. Meetings shall be held at least twice a year as scheduled by the County; however, Ci agrees to meet quarterly if so scheduled by the County.

7.0 RESPONSE TIME

Response time is defined in Exhibit A of this Contract. Ci agrees that a technician will respond to a reported failure within the specified response time after a verifiable notification by the County. Escalation contact procedures included as Exhibit F.

8.0 TITLE, RISK OF LOSS AND CLAIMS

The County must make any claims against Ci for shortages in quantities of equipment or parts shipped or deficiencies in services rendered within ninety (90) days from the date of delivery or invoice of such material or services.

9.0 FORCE MAJEURE

Ci will not be considered in default or liable for any delay or failure to perform its obligations under this Contract if such delay or failure arises directly or indirectly out of an act of nature, war, strikes, lockouts, trade disputes, fires, quarantine restrictions, Governmental action or by causes beyond the reasonable control of Ci. In such event, any obligation of Ci under this Contract will be postponed until the cause underlying the force majeure has been eliminated at which time the obligation will again be in effect. Any loss of time by the force majeure will not

be held against Ci who was unable to comply with its obligations under this Contract because of the force majeure. Ci shall immediately notify the County in writing if a force majeure event delays performance and shall state the revised date for performance.

Governmental action under this paragraph does not include or refer to any other governmental agency's request for service or repair. Ci shall not use another government agency's need for service as a reason to delay providing any type of service to the County.

10.0 CANCELLATION

(A) This Contract may be terminated by either party at will, with or without cause, upon not less than ninety (90) days notice in writing by overnight delivery, personal delivery, or registered mail return receipt requested to the other party. Such notice shall be effective upon receipt.

(B) This Contract will automatically expire prior to the expiration of the term set forth in Paragraph (A) of Section 3.0 of this Contract on an annual basis in the event that funds are not appropriated by the County for renewal.

11.0 WARRANTIES

(A) Ci warrants that all Services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment as intended and in accordance with the terms of this Contract.

(B) Ci shall warrant all parts and materials per the manufacturer's warranty. The warranty period begins when the applicable agency under this Contract takes receipt of equipment.

(C) Replacement of any parts, equipment and/or materials which are under warranty shall be performed without cost to the County for the parts, equipment, and/or materials, labor, or any shipping expense should the equipment be returned to a Harris Corporation facility or other OEM vendor's facility for service.

(D) Except as set forth in this Section, Ci makes no warranties, express or implied, relating to the equipment including, without limitation, the warranties of merchantability or fitness for a particular purpose of the equipment. The manufacturer standard warranty will apply in this case.

(E) If equipment is out of service in excess of 30 days for warranty repair, the warranty period may be extended for the number of days the equipment is in the possession of Ci's or Harris.

12.0 FOR WORK ON THE PREMISES

For the Ci work under this Contract which involves operations by Ci on the premises of the County, Ci shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and Ci shall maintain such Public Liability Property Damage and Employee's Liability and Compensation Insurance as will protect the County from said risks and from claims of any kind including, but not limited to, claims under any applicable Worker's Compensation and Occupational Disease Acts.

13.0 INDEMNIFICATIONS.

(A) Ci hereby agrees that Ci shall indemnify and save harmless Brevard County from any and all liability, claims, damages, expenses, including attorney's fees, proceedings, and causes of action of every kind and nature, including losses incurred or suffered in consequences either of bodily injury to any person or damage to any property, to the extent directly caused by the negligence or intentional wrongful act or omission of Ci, its agents, employees, or any of its subcontractors, in connection with or pursuant to this Contract. Ci further agrees that it shall, at its own expense, defend any and all claims, suits, or proceeding, which may be brought against Brevard County in connection with Ci. This includes, such acts or omissions of any of its employees, agents or subcontractors, and shall satisfy, pay and discharge any and all judgments that may be entered against Brevard County in any such action or proceeding.

(B) The parties agree that specific consideration has been paid to and received by Ci in return for this indemnification and hold harmless provision.

14.0 INSURANCE.

(A) During the term of this Contract, Ci shall maintain all insurance coverage required pursuant to applicable state and federal laws, including worker's compensation insurance. In addition, Ci shall purchase from a company (or companies) lawfully authorized to do business as an insurer in the State of Florida, and maintain liability insurance for protection against personal injuries, deaths, and property damages, arising from or in any manner occasioned by the acts or omissions of Ci or anyone directly or indirectly employed by Ci, with Brevard County designated as the named insured in a minimum amount of one million dollars ($1,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate. Such insurance policy or policies shall provide that the insurance coverage may not be reduced, canceled, or terminated by the insurance company or Ci without providing written notice to Brevard County not less than thirty (30) days in advance of the reduction in coverage, cancellation, or termination of the insurance policy or policies. Within thirty (30) days of the execution of this Contract, Ci shall furnish Brevard County with certificates of insurance showing that Ci has procured and is maintaining the insurance coverage required pursuant to this Contract. Furthermore, Ci shall provide Brevard County with written evidence of the renewal of each insurance policy or policies in force at the

time that this Contract is made effective. Ci shall insure that a current, valid certificate of insurance is in possession of Brevard County at all times while this Contract and any subsequent extensions are in force.

(B) Ci shall not be relieved of any liability assumed pursuant to this Contract (Indemnification) by reason of its failure to secure and maintain insurance as required by this Section.

15.0 NOTICES

All notices or requests required to be given hereunder and all other communications related to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, sent by certified or registered mail return receipt requested, or commercial overnight delivery courier service (such as Federal Express) as follows:

If to Ci:

Communications International, Inc.
4450 U.S. Highway 1
Vero Beach, FL 32967
Attn: Customer Service

If to the Brevard County BOCC:

Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955
Attn: Radio System Coordinator

16.0 WAIVER OF TERMS AND CONDITIONS, SURVIVAL.

(A) The failure of Ci or the County in any one or more instances to insist upon performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract or a party's waiver of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

(B) Either Party's obligations under this Contract which by their nature would continue beyond the termination, expiration or cancellation of this Contract shall survive termination, expiration, or cancellation of this Contract including, but not limited to, warranties, indemnity, and limitation of liability.

17.0 PARTIAL INVALIDITY, HEADINGS

(A) If any term or provision of this Contract shall be found to be illegal or unenforceable then, notwithstanding same, this Contract shall remain in full force and effect and such term of provision shall be deemed stricken.

(B) The headings of each section of this Contract are provided for convenience only. If any conflict of interpretation arises between a heading and text, the text will control.

18.0 ORDER OF PRECEDENCE.

Any inconsistency between this Contract, Purchase Order Releases, the specifications and other documents will be resolved by giving precedence to those documents in the following order, with the document to be given greatest precedence listed first:

1) Purchase Orders with non-standard terms and conditions accompanied by a mutually approved Statement of Work.

2) This Contract and Attachments.

3) Purchase Orders with standard terms and conditions.

19.0 ENTIRE CONTRACT AND MODIFICATION.

This Contract and the attachments hereto and made a part hereof sets forth the entire Contract of the Parties with respect to the subject matter hereof and supersedes and merges all prior Contracts and understandings. No amendment, modification, or waiver of any provisions of this Contract or consent to any departure there from shall be effective unless in writing signed by duly authorized officers of both parties.

20.0 NOTICE OF CERTAIN LAWS.

The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities, and kickbacks.

21.0 GOVERNING LAWS AND VENUE.

The laws of the State of Florida shall govern the interpretation, administration, and enforcement of this Contract entered into by and between Ci and the County. Any and all legal action brought to enforce or to interpret this Contract shall be brought and maintained in the appropriate state court in Brevard County, Florida.

In any and all legal action brought to enforce the terms of this Contract, each party shall be responsible for paying its own attorneys fees and costs. Furthermore, any legal action shall be non jury.

22.0 ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS.

(A) Should the County and Ci mutually agree to a change in the scope of the work during the term of this Contract, Ci will be allowed to change the Contract price up or down as indicated by the change in the scope of the Contract. However, any amendment to this Contract must be in writing and signed by both parties, prior to such change being effective.

(B) Changes in the provisions of this Contract of Products and Services to be rendered under this Contract may be made only in writing and must be mutually approved by an authorized agent of Ci and of the County.

(C) Ci shall give full attention to the faithful execution of this Contract, shall keep this Contract under its control, and shall not by power of attorney or otherwise assign this Contract to any other party without the prior written approval of the County.

(D) Should laws change requiring additional Services or significant changes in cost, Ci and the County will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer Services or reductions in cost, in which case Ci and the County will negotiate an equitable price reduction.

(E) During the term of this Contract, Ci shall furnish all the Services specified in this Contract. Ci understands and agrees that this is a requirements Contract and that the County has no responsibility or obligation to Ci to assist in providing the required services.

23.0 DEFAULT

Either party has the right to terminate this Contract as a result of the other party's failure to comply with, or a violation of the terms and conditions of this Contract by following the procedure set out herein. If a party fails to comply with or violates its duties or obligations under this Contract (with the exception of the County's obligation to make payments) the other party shall give the non-compliant party written notice of the failure to comply or the violation. The non-compliant party shall have 3 working days to come into compliance with the Contract. If the non-compliant party fails to come into compliance or resolve the issue, the other party may issue a written notice of termination of the Contract to the non-compliant party, which shall be effective thirty (30) days from the date that the Notice of Termination was received.

With regard to any failure of the County to make payments for undisputed work or delivered products and equipment under this Contract, Ci shall first notify the County in writing that Ci has not received any payment due by the County to Ci. The County shall have 30 days within which to remedy any confirmed delinquency in payment. Ci shall be entitled to all its remedies under the Florida Prompt Payment Act. At the end of this 30 day period, if the County has not paid Ci for any sums the County agrees are due and owed, Ci may then terminate the Contract.

Under any circumstance of early termination, Ci shall reimburse the County for any payments made to Ci in advance for work not performed by Ci as of the effective date of the termination. Such payments shall be paid to the County within 15 days from the effective date of the early termination.

24.0 RIGHT TO AUDIT RECORDS: In performance of this Contract, Ci shall keep books, records, and accounts of all activities related to this Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by Ci in conjunction with this Contract and in performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Ci for a period of 3 years after the termination of this Contract, unless such records are exempt from Section 23(a) of Article I of the State Constitution and Section 119.07 Florida Statutes.

25.0 PUBLIC RECORDS – EXEMPTIONS AND HOMELAND SECURITY: If Ci receives any request for any records maintained or created pursuant to this Contract, before Ci (meaning any of its officers, agents, employees or subcontractors) provides records to anyone other than designated representatives of the County, it shall inform the designated representative of the County of the request for records by faxing or emailing the representative a copy of the request or a written description of the request. Ci shall not release any records until it receives the approval from the County's designated representative. All records must be reviewed for compliance with the Florida Public Records Act and the federal Homeland Security Act.

If Ci fails to comply with this paragraph on records, it shall reimburse the County for any attorneys fees and costs it incurs to retrieve such records, for any damages the County sustains as a result of the release of the records, and for the replacement of any systems, equipment, software, etc. necessary to maintain the security of the County's two way radio system

26.0 USE OF FEDERAL E-VERIFY SYSTEM REQUIRED

Ci shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Ci during the term of the Contract, and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

IN WITNESS WHEREOF, Communications International, Inc. and the County have caused this Contract to be signed as of the dates set forth below.

COMMUNICATIONS INTERNATIONAL INC.

By: _____

Name: Jan S. Beck

Title: Executive Vice President

Date: November 3, 2011

WITNESS:

Name: RICHARD B. BRODNELL

By: _____

Name: Robert S. Lang

Date: 11/18/11

WITNESS:

Name: Patricia Cuff-Waite

Reviewed for Legal Form and Content:

By: _____, Deputy County Attorney
11/14/11

EXHIBIT A

Maintenance Contract

1. Scope

During the term of this Contract as set forth in Section 3.0 of the Master Contract, Ci agrees to provide the County with;

(A) Repair, maintenance services and parts to maintain the County radio system as set forth herein.

(B) The products and services as described in Exhibits B, C, D, and E.

(C) The above services at the payment amounts set forth in Exhibit B.

2. Condition of Service

Ci shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated herein.

2.1 Service Facilities

Ci shall have a full service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated herein.

2.2 Ci Personnel

Ci shall provide a list of Ci employees (and any subcontractors) who will perform the work on the County system and equipment and for any entities which choose to utilize this Contract to have service performed on their respective two way radio system(s). The list shall include as follows: the name of each individual; what equipment each individual will work on; and the degrees, certifications and licenses each individual holds. This list shall be updated any time an individual is added or removed from the list. In any event the list shall be updated monthly to advise the County of any certifications or licenses renewed, added or lost by any given individual.

The County reserves the right to run a background check, including a criminal history check, on all Ci employees or subcontractors before any given individual is authorized by Ci and the County to work on the County's equipment. For each individual Ci intends to authorize to work on the County's equipment under this Contract, Ci shall cooperate in providing the County with the necessary information on each individual in order to

perform the needed background check. The County shall be responsible for the cost of such background checks.

The County reserves the right to refuse to allow any given Ci employee or subcontractor to perform the work contracted for under this Contract based on the background check. Should the County ever exercise this refusal, Ci shall be responsible for submitting alternate personnel acceptable to the County with the necessary qualifications to perform the work.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronics equipment and radio control stations.

All work on fixed equipment shall be performed at the location of the equipment. Emergency service shall be provided twenty-four (24) hours per day, seven days per week. Technical personnel must respond within two (2) hours of the request for emergency service. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of twenty- four (24) hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

Ci will notify the customer, either verbally or in writing if a repair on an item of fixed equipment will exceed ten (10) business days. If a repair on an item of fixed equipment will exceed thirty (30) business days, unless the repair involves factors outside of Ci control, the monthly contract service charge for the particular item while out of service will be forfeited as penalty.

Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination. Ci shall not be liable for costs incurred for correcting and/or repairing backbone damage and/or data corruption caused by improper operations or failure of associated systems. Associated systems are defined as any equipment used in the operations of the 800MHz Radio System that is not directly maintained by Ci.

2.4 User Terminal Equipment Maintenance

User terminal equipment (UTE) is defined as all vehicular, mounted radios, personal portable radios, vehicular repeaters and portable radio chargers.

UTE shall normally be serviced at a Ci facility during normal working hours. Exceptions will be allowable with the mutual concurrence of the County's contract manager and the Ci Regional Manager responsible for Brevard service center operations. Emergency services shall be available twenty-four (24) hours per day, seven days per week.

Emergency service on UTE equipment, if requested will be performed at the labor rate stated for demand emergency service.

The normal estimated time of repair of UTE delivered to Ci's local facility is three (3) to seven (7) business days. Ci will notify the customer, either verbally or in writing if a repair on an item of UTE will exceed ten (10) business days. If a repair on an item of UTE will exceed thirty (30) business days, unless the repair involves factors outside of Ci control, the monthly maintenance fee for the particular item will be forfeited as penalty. In the event of Ci's chronic failure to comply with the repair performance standards set forth above, the County reserves the right to add a clause to this Contract defining a minimum parts inventory to be maintained at the Rockledge Service Center.

Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination.

2.5 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the County. Work performed outside of working hours is defined as emergency service; however, if work is begun prior to 5:00 pm during normal working hours but not yet completed, the work will continue and be billed at the regular rate.

2.6 Demand Services

The installation, removal, or reinstallation of equipment shall be performed by Ci, following reasonable notice, and at the hourly, demand-rates listed in Exhibit C under the demand services labor rates to this Contract. Service work made necessary because of abuse or neglect not under the control of Ci will be performed at the daytime hourly rate for demand service, plus parts. Special work, not otherwise covered, will be performed at prevailing rates, or may be performed by the County or its agents at the County election and expense.

2.7 Preventive Maintenance

Within ten business days of executing this Contract, Ci will provide the County a maintenance schedule which will outline all maintenance work to be performed setting out the equipment to be serviced, the location of the equipment, and the date projected for the service. The maintenance schedule shall be updated monthly reflecting whether or not the equipment due to be serviced for the preceding month was serviced or not, whether equipment had to be taken out of service and the projected return to service date. Ci will adhere to the following schedule:

(A) User Equipment

Quality Assurance Check:

Ci will test all new Harris equipment prior to delivery in order to ensure it meets factory standards and is properly tuned, aligned, and programmed to work on the Brevard trunking system. This check shall be included as part of the baseline costing under standard Ci delivery for new equipment.

Annual User Equipment test (Preventative Maintenance)*:

Perform verification on mobiles, portables and control stations covered by this Contract to validate factory specification. At a minimum, the user test will include measurements of output power, correct modulation including data rates and analog or digital voice, checking transmit and receive frequency and receiver sensitivity,

Correct any deficiencies found and document all results in a written report that can be provided to the County on request.

* Damage due to gross physical abuse may be treated as Demand Service and will be billed accordingly.

(B) Infrastructure

Weekly system test: Remotely access to review alarm conditions on the CSD computer. Investigate and note conditions. Print alarm reports when requested. This includes CEC Manager (MOM) system alarms. Review any continued alarm conditions and monitor.

Monthly system test: Verify that the system is fully functional with an end-to-end voice test of all channels, both trunked and conventional at all site and transmitter locations. Check all T-1 and tie circuits for correct operation with site hardware. Perform monthly inspection of sites using checklist provided by the County including visual observation of antennas/antenna tower, guy wires and guy points, antenna tower obstruction lighting and remote controller. Check obstruction lighting for proper functioning. Note deficiencies found where applicable for corrective action and provide the County a copy of the completed checklist.

Semi-Annual Test: Perform preventative maintenance checks on all repeater stations and site equipment; to include power output check, modulation check to include high and low speed data levels, analog deviation output frequency check, receive sensitivity check Document results using a standard reporting format. Perform semi-annual site inspection using checklist provided by the County, providing a copy of the completed checklist and noting deficiencies found to the County where applicable for corrective action.

Annual Test: Check antenna reflected power, combiner and multi-coupler performance, all lines, all sites, both conventional and trunked. Correct any deviations from system specifications.

2.8 Service Records

Copies of billable service records and County work orders will be provided by Ci to the County contract manager every two weeks at a minimum. The parties shall agree upon an electronic format of transmitting the service records, which shall include a scanned copy of the work order (which shall have a legible signature from an authorized representative of the County before it will be accepted to be processed for payment) with each service record and request for payment.

Copies of non-billable service records will be retained by Ci during the lifespan of the Contract and any subsequent extensions, and a copy of the same will be provided to the County upon request.

2.9 Database Reprogramming

Annual UTE radio software updates will be provided by Ci during annual Preventative Maintenance. Logical ID terminal equipment reprogramming changes will be provided upon request at no cost to the customer.

2.10 Additions and Deletions

The quantity of units to be maintained & serviced may be added to or subtracted from the Contract while the Contract is in force. New units purchased in any given budget fiscal year may be added to the Contract in the month following the expiration date of the manufacturer's warranty.

All units added to or removed from service in a particular month, will be added to or dropped from charges to the user the following month. Written authorization (EMAIL acceptable) will be required to add to or delete from Exhibit B. All units are to be identified with LID number, serial number, and County property number.

2.11 Batteries

Due to the variation and inconsistency of battery manufacturers, all portable batteries used on portable equipment covered under this Contract must be certified by the radio manufacturer for use on that unit. Any repairs due to such non-certified batteries will be at the demand service rate plus materials. All batteries provided by Ci as new to a Brevard County or affiliated customer shall be engraved with an in-service date, location, and Work Order number.

2.12 Warranty

All Services provided under this Contract shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment in accordance with the terms of this Contract. See paragraph 11.0 of the Contract.

2.13 Incorporation from Master Contract

All provisions in the Master Contract Sections 1.0 through 25.0 not inconsistent with the provisions contained in this Exhibit A are incorporated herein and made a part hereof by reference.

2.14 Signal Coverage

A. Communications International will report to Brevard County any repeated instances of user feedback, complaints, or documented deficiencies in coverage in any given areas of Brevard County on the 800 MHZ Public Safety Trunking System.

B. 800 MHZ system users will be requested to submit an on-line request via the County's radio system website (www.embrevard.com) in the event that repeated coverage deficiencies are identified.

C. Upon request from the 800 MHZ administration office, Ci will perform signal strength testing and advise if there is a documented, repeatable system signal coverage issue in the indicated area(s).

D. Upon request from the 800 MHZ administration office via radio communications work order, Ci will attempt to enhance the coverage in any identified dead spot areas within the technical limitations of the system hardware and the limitations in coverage patterns as defined by the Federal Communications Commission and the Region 9 committees.

E. Ci will provide written documentation of their actions in addressing any signal coverage complaints to the County for their files and further action.

2.15 Coordination of radio system operations

A. In the event of a staffing shortfall or other such circumstance as the needs of the County may dictate, Brevard County shall have the option of procuring ongoing professional services from Ci to address the County's needs for management of certain aspects of integrated radio system operations. These services may include but are not limited to the following services, which maybe procured as needed:

1. VIDA interoperability switch database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;

2. Communications Systems Director database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;

3. FCC radio licensing preparation services, license management, and license monitoring services;

4. Monitoring and management of outside vendor operations to assure quality control and correct delivery of services. This may also include services provided by other County offices to the radio system.

5. System planning and design services for both trunked and conventional radio systems. Interface with system users to insure correct operation of the radio networks as well as coordinating responses to user questions.

6. Radio tower and antenna site management and site design services.

7. Other professional services as requested by the Emergency Management Director within the Board-authorized scope of services under this Contract.

B. Rate(s) for these services shall be offered to the County by Ci on a monthly basis and shall be presented on a comprehensive flat-rate basis, not split by type of service.

C. Ci will advise the County if, in its best judgment, services requested are not within Ci's ability to perform the same. Inability of Ci to perform and deliver service as requested under this section will not prejudice the continuity of the Contract as a whole.

EXHIBIT D

Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of **25% off list price** as published on the Harris website. All list pricing will reference the most current pricing available from Harris Corporation.

All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of **5%** discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

Discounts on all other manufactured equipment, custom equipment, and software not having published pricing or discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety agencies by Ci in the State of Florida.

Exhibit E

Per Unit Equipment Maintenance and Certification Pricing

Radar Recertification (per certification)	$40.00
Laser Recertification (per certification)	$65.00
Tint Meter Recertification (per certification	$15.00

Monthly Maintenance Contract Rates

Mobile Radios	$ 10.00
Portable Radios	$ 10.00
Desktop Stations	$ 16.00
Dual Control Adders	$ 3.00
EMC Interface	$ 11.00
Zetron Encoder	$ 28.00
Decoders (STALII's)	$ 13.00
Zetron Switch	$100.00
Consoles	$155.00

Demand Service Rates – User Terminal Programming

Portable Radio	$32.50
Front Mount Mobile Radio	$32.50
Remote Mount Mobile Radio	$32.50
Dual Control Mobile Radio	$55.00
RF Control Station	$60.00
Remote control (for RF control station/base station)	$85.00

EXHIBIT F

System Failure Escalation Procedure

1. Upon notification of a system failure the on-call technician will immediately contact the customer-designated location to ascertain the nature of the failure and its location. The technician will then promptly address the problem to isolate the cause and/or repair as necessary. A maximum response time of TWO HOURS is allotted for the on-call technician to respond to the trouble location from the time the problem is reported to the Ci call center by the Customer.

2. Should the technician be unable to locate the failure cause or repair the problem within ONE HOUR after arriving at the site of the failure or callout, the Ci RF system engineer assigned to Brevard County will be notified. If the RF engineer is unable to respond or the problem is of unusual complexity, the technician will notify the Ci Regional Manager assigned to Brevard County.

3. The Ci Regional Manager will then assess the situation along with the repair diagnosis and the progress in implementation of the repair. If the resolution is not forecast for a reasonable amount of time, the Ci Regional Manager may request assistance from other Ci offices and personnel to expedite the repair.

4. Should a repair be of such scope and complexity as to exceed twelve (12) hours in duration, the Ci Regional Manager will contact the Ci General Manager to advise of the situation and to request such assistance as may be required. The Ci Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to advise of the situation and the repair status.

EXHIBIT "C"

Service Rates

DEMAND SERVICES (Per hour per employee)

Normal Hourly Demand Rate for 8 hours X 5 days (8 AM though 5 PM, Monday-Friday) billable in 1/10 hour increments	$82.50/hr
After Hours Demand Hourly Rate (All other times and emergency situations)	$123.75/hr

Install and removals of equipment into fleet vehicles will be completed at the hourly demand rate as listed above and, upon request, with a quote

PROFESSIONAL SERVICES (Per hour per employee)
(billable in 1/10 hour increments)

System Design Engineering Hourly Rate	$150.00
Engineering Hourly Rate	$150.00
RF Propagation Hourly Rate	$150.00
Inter-modulation Study Hourly Rate	$120.00
Fleet Map Structure Hourly Rate	$120.00
Traffic Analysis Hourly Rate	$120.00
Dispatch Center Consulting Hourly Rate	$120.00
FCC frequency searches Hourly Rate	$120.00

COORDINATION OF RADIO SYSTEMS OPERATIONS

Monthly rate for professional services, per person:	By Quote Only

EXHIBIT F

System Failure Escalation Procedure

1. Upon notification of a system failure the on-call technician will immediately contact the customer-designated location to ascertain the nature of the failure and its location. The technician will then promptly address the problem to isolate the cause and/or repair as necessary. A maximum response time of TWO HOURS is allotted for the on-call technician to respond to the trouble location from the time the problem is reported to the Ci call center by the Customer.

2. Should the technician be unable to locate the failure cause or repair the problem within ONE HOUR after arriving at the site of the failure or callout, the Ci RF system engineer assigned to Brevard County will be notified. If the RF engineer is unable to respond or the problem is of unusual complexity, the technician will notify the Ci Regional Manager assigned to Brevard County.

3. The Ci Regional Manager will then assess the situation along with the repair diagnosis and the progress in implementation of the repair. If the resolution is not forecast for a reasonable amount of time, the Ci Regional Manager may request assistance from other Ci offices and personnel to expedite the repair.

4. Should a repair be of such scope and complexity as to exceed twelve (12) hours in duration, the Ci Regional Manager will contact the Ci General Manager to advise of the situation and to request such assistance as may be required. The Ci Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to advise of the situation and the repair status.

RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 26th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3540 | DATE PREPARED: 04/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 15,389)	001-1600-513.83-01		OTHER GRANTS & AIDS / MISC	$ 107,600	$ 114,559	$ 99,170	$ 28,289
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 15,389)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,074	001-1103-516.52-00		OPERATING	$ 370,000	$ 336,995	$ 339,069	$ 52,534
$ 1,030	001-1601-525.52-00		OPERATING	$ 2,500	$ 2,500	$ 3,530	$ 3,530
$ 3,009	001-2100-521.52-00		OPERATING	$ 126,387	$ 133,399	$ 136,408	$ 26,947
$ 2,811	001-3200-515.52-00		OPERATING	$ 3,180	$ 3,180	$ 5,991	$ 4,800
$ 2,971	001-3500-519.52-00		OPERATING	$ 150	$ 650	$ 3,621	$ 3,121
$ 3,494	001-3510-541.52-00		OPERATING	$ 6,590	$ 16,090	$ 19,584	$ 6,203
$ 15,389	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FUNDING FOR THE CITY WIDE VHF/UHF RADIO PROJECT THE FUND WILL BE USED FOR PURCHASE OF VEHICLE RADIOS, BASE STATION RADIOS, PORTABLE RADIOS & POWER SUPPLIES IN GENERAL FUND DEPARTMENTS. DUE TO FCC REQUIREMENTS TO RE-BAND FREQUENCIES Agenda # 16-141

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/12/16 Tony Jones (Digitally signed by Tony Jones)	4/15/16 Lea Taylor (Digitally signed by Lea Taylor)	
Date — Requestor's Signature	Date — Finance Approval Signature	Date — Finance Director's Signature
4/13/16 Matthew Fuhrer (Digitally signed by Matthew Fuhrer)	4/15/16 Lora Howell (Digitally signed by Lora Howell)	
Date — Department Director's Signature	Date — Deputy Fin. Director's Signature	Date — City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: PUBLIC WORK DATE PREPARED: 04/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,940)	001-1600-513.83-01		OTHER GRANTS $ AIDS / MISC	$ 107,600	$ 108,619	$ 102,679	$ 22,349
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 5,940)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,494	001-3520-572.52-00		OPERATING	$ 59,495	$ 58,895	$ 62,389	$ 31,307
$ 699	001-3540-519.52-00		OPERATING	$ 9,562	$ 9,562	$ 10,261	$ 6,801
$ 1,747	001-3560-519.52-00		OPERATING	$ 84,782	$ 84,782	$ 86,529	$ 779,166
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,940	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FUNDS ARE TO BE USED FOR THE VHF/UHF RADIO PROJECT, VEHICLE RADIOS, BASE STATION RADIOS, PORTABLE RADIOS, POWER SUPPLIES DUE TO THE FCC REQUIREMENT TO RE-BAND FREQUENCIES. Agenda # 16-141

City Council Approval Required? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/12/16 Tony Jones (Digitally signed by Tony Jones)	4/15/16 Lea Taylor (Digitally signed by Lea Taylor)	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/13/16 Matthew Fuhrer (Digitally signed by Matthew Fuhrer)	4/15/16 Lora Howell (Digitally signed by Lora Howell)	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 11/18/15 - IT

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 04/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 43,275)	421-4010-536.39-00		Contingency	$ 1,170,500	$ 176,116	$ 132,841	$ 132,841
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 43,275)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,233	421-1515-536.52-00		Operating Supplies	$ 14,286	$ 16,886	$ 26,119	$ 187,813
$ 7,338	421-4020-536.52-00		Operating Supplies	$ 3,095,190	$ 3,095,190	$ 3,102,528	$ 155,404
$ 17,121	421-4025-536.52-00		Operating Supplies	$ 79,610	$ 79,610	$ 96,731	$ 39,275
$ 2,796	421-4055-536.52-00		Operating Supplies	$ 6,790	$ 6,790	$ 9,586	$ 7,923
$ 2,594	421-4120-536.52-00		Operating Supplies	$ 198,888	$ 199,296	$ 201,890	$ 68,219
$ 4,193	421-4125-536.52-00		Operating Supplies	$ 25,820	$ 13,309	$ 17,502	$ 1,752
$ 43,275	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To replace obsolete radios due to the FCC requirement to re-band frequencies. Agenda #16-141

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/12/16 Norma Hernandez	4/15/16 Lea Taylor	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/13/16 John "Jack" Walsh	4/15/16 Lora Howell	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 04/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 36,827)	421-4010-536.39-00		Contingency	$ 1,170,500	$ 176,116	$ 139,289	$ 96,014
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 36,827)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,621	421-4010-536.52-00		Operating Supplies	$ 65,420	$ 65,420	$ 74,041	$ 21,347
$ 28,206	421-4010-536.63-00	WS16AT	Infrastructure	$ 0	$ 0	$ 28,206	$ 28,206
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 36,827	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To replace obsolete radios and to install new antenna on the elevated tank due to the FCC requirement to re-band frequencies.
16-141

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/12/16 Norma Hernandez	4/15/16 Lea Taylor	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
4/13/16 John "Jack" Walsh	4/15/16 Lora Howell	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-143	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	

Title: Ordinance No. 7-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)

Sponsors: Department Director

Indexes: benefits, LIUNA, Pension

Code sections:

Attachments: Ordinance No. 07-2016 General EE Pension Ordinance.pdf
Email Correspondence Accepting Proposed Changes.pdf
Cocoa General EE Pension Proposed Ordinance Letter_03232016.pdf
Signed MOU Letter.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2016
Agenda Date: April 26, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Ordinance No. 7-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

BACKGROUND:

The City of Cocoa General Employees' Retirement Plan is currently a closed retirement plan with only three active employee participants, with two of these participants covered by LIUNA Collective Bargaining. Per Florida Statute 112.66(11), the City was required to revise the Code related to the

definition of compensation for pensionable earnings for overtime earnings and payments for unused sick and annual/vacation leave. The first step to the Code revision was executing a memorandum of understanding (MOU) between the City and LIUNA on March 21, 2016. Upon the next LIUNA Collective Bargaining Agreement, these changes will be included under Article 14 Wages.

In addition to the changes mentioned above, on March 23, 2016 Scott R. Christiansen, Pension Plan Attorney requested other plan changes related to the Internal Revenue Code (IRC) and additional amendments to clarify certain provisions in the Plan. This proposed ordinance was submitted to the City's pension attorney Jim Linn of Lewis, Longman & Walker for review. After this review, a majority of the recommendations were kept and some language was modified in the draft ordinance written by Mr. Linn.

On April 11, 2016, Mr. Christiansen's staff accepted Mr. Linn's recommendations; therefore, City staff recommends moving forward with the proposed ordinance.

A summary of the amendments to the pension plan in the proposed ordinance include:

1. Section 2-105, Definitions
   - Actuarial Equivalent - amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
   - Credited Service - clarification of IRC regulations on leave conversions
   - Salary - incorporates recent negotiated changes to overtime and unused sick and annual leave, as written in MOU (attached document).
   - Spouse - to clarify the definition in accordance with a recent US Supreme Court ruling.

2. Section 2-107, Board of Trustees - amended to provide a change in the make-up of the trustees in order the Board to continue to have the members needed for a quorum. Since there are few active members of the plan, the residency requirements were removed. Three (3) of the board trustees are appointed by City Council, of which one (1) of these appointments maybe the City Manager or the designee of another city employee.

3. Section 2-108, Finances and Fund Management - amended to incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 2-114, Optional Forms of Benefits - subsection (b) has been amended to clarify that if proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

5. Section 2-118, Maximum Pension - several subsections amended to comply with IRC changes.

6. Section 2-119, Minimum Distribution of Benefits - amended for a reference clarification in subsection (b)(2)d.

7. Section 2-127, Prior Government Service - amended for a reference correction.

8. Section 2-132, Deferred Retirement Option Plan - several amendments related to recent direction from the IRS in connection with the issuance of several Favorable Determination Letters

to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

9. Incorporation Into Code

10. Severability

11. Repeal of Prior Inconsistent Ordinances and Resolutions

12. Effective Date - upon adoption

The Impact statement will be provided by the pension administrator at the second reading.

STRATEGIC PLAN CONNECTION:

Containing the retirement plan costs helps maintain financial sustainability for the City. Moreover, maintaining this closed retirement plan helps retain employees at the City of Cocoa for a long tenure and meet the City's obligation to retirees.

BUDGETARY IMPACT:

Budgeted: Yes

The budgetary impact is determined by the Plan's actuary in the associated Actuarial Valuation Report. On the October 1, 2015 report the City's required annual contribution is $651,442. This amount is budgeted is respective retirement contribution account lines of those few active employees.

PREVIOUS ACTION:

At a Regular City Council Meeting on October 22, 2013, Council approved Ordinance No. 12-2013 related to the General Employees' Retirement Plan, amending Section 2-105, Definitions; Amending Section 2-108, Finances and Fund Management; and Section 2-118, Maximum Pension of the City of Cocoa Code of Ordinances.

At a Regular City Council Meeting on January 26, 2010, Council approved Ordinance No. 04-2010 amending multiple sections of the General Employees' Retirement Plan.

RECOMMENDED MOTION:

Ordinance No. 7-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date..

ORDINANCE NO. 07-2016

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-105, DEFINITIONS; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-108, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-114, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-118. MAXIMUM PENSION; AMENDING SECTION 2-119, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-127, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 2-132, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA;

SECTION 1: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-105, Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service", "Salary", and "Spouse", to read as follows:

* * * * *

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity~~ RP-2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of eight (8%) per annum~~ equal to the investment return assumption set forth in the most recent actuarial valuation approved by the Board. This definition may only amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * * * *

Credited service means the total number of years and fractional parts of years of service as a general employee with member contributions to the system, when required, omitting intervening years or completed months when such member may not be employed by the city as a general employee. If a vested member terminates his employment, his accumulated contributions will be returned only upon written request of the member. If a non-vested member terminates employment, his accumulated contributions, if less than one-thousand dollars ($1,000.00), shall be returned. If a Member who is not vested terminates employment, his Accumulated Contributions, if one-thousand dollars ($1,000.00) or more, will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated.

The years or fractional parts of years that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after

separation from employment as a general employee with the city to perform training or service, shall be added to his years of credited service fo**r** all purposes, including vesting, provided that:

(1) The member is entitled to reemployment under the provisions of USERRA

(2) The member returns to his employment as a general employee with the city within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

(3) The member deposits into the fund the same sum that the member would have contributed, if any, if he had remained a general employee during his absence. The maximum credit for military service pursuant to this subsection shall be five (5) years. The member must deposit all missed contributions within a period equal to three (3) times the period of military service, but not more than five (5) years, following reemployment or he will forfeit the right to receive credited service for his military service pursuant to this paragraph.

(4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

* * * * *

Salary means the total compensation for services rendered to the city as a general employee reported on the member's W-2 form plus all tax deferred, tax-sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Notwithstanding the preceding sentence, effective November 14, 2012, Salary shall not include payments for unused sick leave or unused annual leave; provided, payments for unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on November 14, 2012, in an amount equal to the leave hours accrued on November 14, 2012 or the amount paid out upon termination of employment, whichever is less. Notwithstanding any other provision of this paragraph, effective October 1, 2015 payments for overtime in excess of one hundred fifty (150) hours per fiscal year shall be excluded from Salary.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1,

2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

* * * * *

Spouse means the lawful wife or husband of a member member's or retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-107, Board of Trustees, subsection (a), to read as follows:

* * * * *

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, ~~two (2)~~ three (3) of whom shall be appointed by the city council, ~~and be residents of the city or retirees of this plan,~~ and ~~two (2)~~ one (1) of whom shall be a full-time general employees who are is a member~~s~~ of the system, who shall be elected by a majority of the general employees who are members of the system. The fifth trustee shall be ~~a retiree and shall be~~ chosen by a majority of the previous four (4) trustees and shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided. The city council may appoint the City Manager to serve as one of the ~~two~~ three (3) ~~residents of the~~ city appointees, and such appointment shall constitute ex officio duties ~~on~~ of the City Manager. The City Manager may designate another city employee to serve as trustee in place of the City Manager. At least one of the three city council appointees shall be a retiree of the system. Each trustee shall serve as a trustee for a period of three (3) years, unless he/she sooner vacates the office or unless a member trustee's employment with the city is terminated, whereupon a successor shall be chosen in the same manner as the departing trustee to serve the remainder of the term. Each trustee may succeed himself/herself in office. Drop participants can be elected as and vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description.

* * * * *

SECTION 3: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-108, Finances and Fund Management, subsection (6)b.3., to read as follows:

* * * * *

3. In addition, the board may, upon recommendation by the board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the fund are invested in such a group trust, such group trust is itself adopted as a part of the system or plan.

i. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection 3. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

ii. The separate account maintained by the group trust for the plan pursuant to subsection 3. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

iii. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 4: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-114, Optional Forms of Benefits, subsection (b), to read as follows:

* * * * *

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary beneficiaries where applicable. If a member has elected an option with a joint pensioner or beneficiary and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner if the designated joint pensioner and the member were married at the time of member's retirement and are divorced subsequent thereto and the joint pensioner is alive at the time of the change; provided however, in no event may a member change his or her designated joint pensioner more than twice. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 5: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-118, Maximum Pension, subsections (f), (h), (l)(2) and by adding subsection (m), to read as follows:

* * * * *

(f) *Less than Ten (10) Years of Participation ~~or Service~~*. The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10) of the limit determined without regard to this subsection. The reduction provided by this subsection cannot reduce the maximum benefit below 10%. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 2-112, or pre-retirement death benefits paid pursuant to Sec. 2-111.

* * * * *

(h) *Ten Thousand Dollar ($10,000) Limit; Less Than Ten Years of Service*. Notwithstanding anything in this Sec. 2-118, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 2-118 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year and or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 2-118 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

* * * * *

(l)(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit*. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 6: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-119, Minimum Distribution of Benefits, subsection (b)(2)d., to read as follows:

* * * *

(b)(2) d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a, will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2) ~~and subsection (e)~~, distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 7: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-127, Prior Government Service, subsection (5), to read as follows:

* * * * *

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 2-118, subsection ~~(k)(2)~~ (l)(2).

* * * * *

SECTION 8: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-132, Deferred Retirement Option Plan, to read as follows:

Sec. 2-132. Deferred Retirement Option Plan.

(a) DEFINITIONS -- For the purpose of this section, the following terms shall be defined as indicated below.

(1) "DROP" means the deferred retirement option plan established pursuant to this section.

(2) "DROP account" means the account established for each DROP participant, which shall be part of the Fund, and which shall consist of the amount credited to an individual DROP participant in accordance with this section.

(3) "DROP entry date" means the date an eligible member begins to participate in the DROP.

(4) "DROP participant" means an eligible member who is participating in the DROP.

(5) "DROP period" means the duration of a member's participation in the DROP, from the DROP entry date to the date a participant ceases to participate in the DROP and separates from City employment. The maximum DROP period may not be longer than 60 months.

(6) *"Total return of the assets"* -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (e)(6), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

(b) ELIGIBILITY -- A member who reaches the earliest normal retirement date under the plan shall be eligible to participate in the DROP.

(c) WRITTEN ELECTION -- To participate in the DROP, a member must complete and execute the forms supplied by the City, together with a letter of resignation from City employment effective upon the last day of the member's participation in the DROP. A member's written election to participate in the DROP and letter of resignation shall be irrevocable.

(d) ACCRUED LEAVE PAYMENT – Upon electing to participate in the DROP, an eligible member may elect to receive payment for accrued unused sick and annual leave in accordance with City policy, as follows:

(1) in a lump sum prior to the DROP entry date; or

(2) in a lump sum upon termination of employment.

(e) PARTICIPATION IN THE DROP

(1) An eligible member may participate in the DROP for a maximum of 60 months. An eligible member must elect to participate in the DROP and may begin participating in the DROP after reaching the earliest normal retirement date.

(2) A member who elects to participate in the DROP can elect to terminate DROP participation and City employment sooner than the maximum DROP period, with 30 days advance written notice to the City and the Board of Trustees.

(3) An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the retirement plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into his or her DROP account every month during the DROP period. No member or city contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits, other than cost-of-living increases if applicable, under the retirement plan after entering the DROP.

(4) A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the retirement plan.

(5) Participation in the DROP is not a guarantee of employment, and DROP participants will be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(6) In addition to the monthly additions to the member's DROP account provided for in above, a member's DROP account shall be debited or credited with earnings or losses after each fiscal year quarter. <u>to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:</u>

The balance in a member's DROP account at the end of the quarter shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (e)(6), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

A member's DROP account shall only be credited or debited with earnings or losses and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution.

(7)The fund shall be responsible for any and all expenses related to administering the DROP.

(8)As a condition of participating in the DROP, each participant must agree that his or her City employment shall terminate on the last day of the DROP period, determined in accordance with this section.

(f) PAYOUT OF DROP ACCOUNT

Within thirty (30) days after the end of the calendar quarter following the end of a participant's DROP period, the participant's DROP account shall be payable, at the participant's option, in full in a single lump sum payment, less withholding taxes; or as a direct rollover, paid directly to the custodian of an eligible retirement plan; or as a partial lump sum paid to the participant or to the designated beneficiary, with the remaining accrued benefit transferred directly to the custodian of an eligible retirement plan. Distribution of the amount in a participant's DROP account will not be made unless the participant completes a written request for distribution and a written election on forms designated by the Board to either receive a cash lump sum or a rollover of the lump sum amount. The DROP participant or designated beneficiary shall specify in writing the payee(s) and amounts to be paid to each. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate. Regardless of the payment option selected by the participant or beneficiary, the Board of Trustees may take whatever action is necessary to comply with the Internal Revenue Code.

(g) RULES AND PROCEDURES

The Board of Trustees may adopt rules and procedures for participation and administration of the DROP that are not in conflict with this section. The DROP is intended to comply with all the applicable provisions of the Internal Revenue Code and Florida Statutes.

(h) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 2-132 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

(i) *Notional account*. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

(j) *No employer discretion*. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

(k) *IRC limit*. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 9: **Incorporation Into Code.** This ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 10: **Severability.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 11: **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances or resolutions adopted by the City Council, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 12: **Effective Date.** This ordinance shall become effective upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF _____, 2016.

_____
MAYOR

_____
ATTEST
CITY CLERK

First Reading: April 26, 2016

Second Reading:

Effective Date

Tammy Gemmati

From: Sheila Hutcheson <shutch9750@aol.com>
Sent: Monday, April 11, 2016 4:42 PM
To: debbie@cdpension.com; Tammy Gemmati
Cc: Douglas Lozen; Doug; scott@cdpension.com; Sheila Hutcheson
Subject: Re: Cocoa General Employees' Retirement Plan

Tammy,
Please email the ordinance once any changes are made and the Actuary will prepare the impact statement. Thanks.

Sheila Hutcheson
Pension Plan Administrator
3860 Grantline Road
Mims, FL 32754
321-267-3082
321-267-4728 (facsimile)
shutch9750@aol.com
On 4/11/2016 11:47 AM, Debbie McCord wrote:

> Good morning Tammy,
>
> Scott reviewed the revised ordinance and has no objection to the changes, with the exception of:
>
> A. Mr. Linn indicated that he is not recommending a change to the normal retirement date, yet part of the original language changing this section inadvertently remains on page 4. We would ask that the language after the paragraph break on page 4:
>
> " * * * * *
> ...following attainment of age....
> to the end of the page 4 be removed, as this pertains to the change in normal retirement age and date.
>
> B. There are two format changes on page 9 that should be made:
>
> -- In subsection (i), Notional account: in the last sentence, the final words "over the investment of the DROP account", should also be underlined as that is new text.
>
> -- In subsection (k), IRC limit, there is additional spaces that are underlined that should be removed.
>
> We look forward to this moving on to the City Council for adoption.
> Thank you and please feel free to contact us if you have any questions,
> Debbie
>
> *Debbie McCord*
>
> ***Asst. to Scott R. Christiansen***

Office Manager
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd., Suite 107
Sarasota, FL 34240
941-377-2200
Debbie@cdpension.com

Original message
From: "Tammy Gemmati" <tgemmati@cocoafl.org>
To: debbie@cdpension.com; \(Doug.Lozen@foster-foster.com\); Doug.Lozen@foster-foster.com; shutch9750@aol.com;
Dated: 4/11/2016 9:44:52 AM
Subject: RE: Cocoa General Employees' Retirement Plan

Apologies. I just realized I did not provide Jim's comments related to the City's proposed changes. His comments include:

1. Contains most of the Internal Revenue Code compliance changes in the draft ordinance prepared by Scott Christiansen. Sections 4 (normal retirement date) and 5 (disability benefits) of Mr. Christiansen's draft ordinance are not included in the attached revision, because in my judgment they are not required to maintain compliance with federal law.

2. Revises the definition of "salary" on page 2 to reflect the recent MOU between the city and LIU.

3. Revises the pension board composition on page 3 to reflect my understanding of the city's intent.

The revisions on pages 2 and 3 are highlighted.

Thanks,

Tammy

From: Tammy Gemmati
Sent: Friday, April 08, 2016 4:56 PM
To: 'debbie@cdpension.com'; 'Douglas Lozen' (Doug.Lozen@foster-foster.com); shutch9750@aol.com
Cc: John Titkanich
Subject: RE: Cocoa General Employees' Retirement Plan
Importance: High

All,

Attached is our proposed ordinance, after input from Jim Linn. Please review the comments mentioned below to explain the change. I would like to move forward with formatting it for an agenda item to Council. If you have any further input please advise.

Thanks,

Tammy

From: Debbie McCord [mailto:debbie@cdpension.com]
Sent: Wednesday, March 23, 2016 3:06 PM
To: Hutcheson; Sheila; Linn; James; Lozen; Doug
Cc: Tammy Gemmati
Subject: Cocoa General Employees' Retirement Plan

Good afternoon,

Attached please find correspondence from Scott Christiansen and a proposed ordinance for the City of Cocoa General Employees' Retirement Plan.

Please feel free to call if you have any questions.
Thank you,
Debbie

Debbie McCord

Asst. to Scott R. Christiansen
Office Manager
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd., Suite 107
Sarasota, FL 34240
941-377-2200
Debbie@cdpension.com

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Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

March 23, 2016

Ms. Sheila Hutcheson, Administrator
Cocoa General Employees' Retirement Plan
3860 Grantline Road
Mims, Florida 32754

Re: Cocoa General Employees' Retirement Plan - Proposed Ordinance

Dear Sheila:

Enclosed please find a proposed ordinance amending the City of Cocoa General Employees' Retirement Plan. With changes to the Internal Revenue Code (IRC) and its associated Regulations, guidance from the Internal Revenue Service (IRS) and changes clarifying certain provisions in the plan, the following amendments to the pension plan are proposed:

1. Section 2-105, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:

    a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
    b. Credited Service - to clarify IRC regulations on leave conversions
    c. Salary - in incorporate recently negotiated changes to overtime and unused sick and annual leave
    d. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 2-107, Board of Trustees, has been amended to provide for a change in the make-up of the trustees in order that the Board continue to have the members needed for a quorum. There are very few active members of the plan.

3. Section 2-108, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 2-110, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

5. Section 2-112, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

   It further clarifies the final payment date to disability retirees. The normal form of benefits is a life-only benefit and should be reflected as such in the disability section.

6. Section 2-114, Optional Forms of Benefits, subsection (b), has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.

7. Section 2-118, Maximum Pension, has had several subsections amended to comply with IRC changes.

8. Section 2-119, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection (b)(2)d.

9. Section 2-127, Prior Government Service, subsection (5), is being amended to correct a reference.

10. Section 2-132, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure
Jim Linn, with enclosure

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)

This is an agreement between the City of Cocoa, hereinafter referred to as City, and the Laborers' International Union of North America Local 678, hereinafter referred to as LIUNA. This agreement is intended to implement State law on the inclusion of overtime payments and payouts of unused sick and annual leave in pensionable earnings related to active members of the City of Cocoa General Pension Plan. This Agreement creates a new Article 14.5 of the City and LIUNA Collective Bargaining Agreement effective October 1, 2015 through September 30, 2018, to read as follows:

14.5 Effective on and after the effective date of the LIUNA Agreement (October 1, 2015), the definition of salary in the General Employees' Retirement Plan will be amended to include employee W-2 earnings, but shall exclude payments for overtime in excess of one-hundred fifty (150) hours per fiscal year and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on November 14, 2012, in an amount equal to the leave hours leave accrued on the November 14, 2012 or the amount paid out upon termination of employment, whichever is less.

Mutually agreed to on March 21, 2016

Signed: _____ LIUNA

Signed: _____ City of Cocoa

Legislation Details (With Text)

File #:	16-146	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Approve a Resolution Amending the FY2016 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016-02-10 Contract for Sale - City of Cocoa- 22 lots.pdf Resolution - Budget Amendment.pdf BAF-CS-3200-Purchase of CHA Property (4-26-16)16-146.pdf Cocoa Housing Authority Parcels.pdf Revised Interlocal Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2016
Agenda Date: April 26, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution Amending the FY2016 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale. Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties.

BACKGROUND:

On September 2015, the City of Cocoa (City) and the Housing Authority of the City of Cocoa (HACCFL) entered into an Interlocal Agreement (Agreement). The Agreement memorializes the desire of the City and the HACCFL to promote the development (renovation and/ or redevelopment) of quality affordable mixed- income housing in the Diamond Square Community Redevelopment Area (DSRDA); embrace and commit to implementing the goals of the Diamond Square Redevelopment Plan Update; jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership housing in DSRDA; and commit to provide the necessary resources and leadership to this joint effort.

The Agreement outlined duties and obligations for both the City and the HACCFL. The attached Budget Resolution and Contract for Purchase & Sale specifically addresses, *7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey a minimum of twenty-five (25) single family lots within the DSRDA to the City for the development of affordable workforce housing, not to exceed 100% AMI (annual median income)* and *8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the lots within the DSRDA referenced in section 7.2. Any City resources and/ or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.*

The Contract for Purchase & Sale (Contract) was executed by the Housing Authority of the City of Cocoa on February 10, 2016. For this Contract, the HACCFL agrees to sell three (3) Brevard County tax parcels (2461518, 2461745, and 2424079) in the amount of $111,000. Parcels 2461518 and 2461745 are .14 acres and parcel 2424079 is 3.59 acres (non-contiguous). Closing is anticipated to be on or before ninety (90) days of Council approval. City staff is in the process of completing the Phase 1 environmental assessment as part of the due diligence process.

Once the parcels are acquired by the City, staff shall seek a developer to design and construct affordable workforce housing. Workforce housing is commonly targeted at "essential workers" in a community i.e. police officers, firemen, teachers, nurses, medical personnel. The minimum square footage of the homes shall be 1,200 square feet. Staff is proposing to construct two (2) bedroom, two (2) bath, two (2) car garage homes on parcels 1 and 2, as the lot sizes are 50 x 122.5. The parcel of land along Stone Street and Blake Street, located directly north of the Harry T. Moore Center (Parcel 3b) could accommodate three (3) four (4) bedroom two (2) bath, two 2 car garage homes with lot sizes of 80 x 125. The parcel of land to the south of the Harry T. Moore Center (Parcel 3c) will accommodate three (3) homes and the parcel (Parcel 3a) between Mango Avenue and Valencia Avenue should be able to accommodate approximately 14 homes.

Staff is proposing to build a total of 22 homes at an approximate building cost of $130,000 per home. As each home sells the proceeds would be used to construct additional homes. Notwithstanding the three (3) parcels, the HACFFL and City are still in discussions to purchase most or all eight (8) remaining lots owned by the HACCFL along Barbara Jenkins Street between Mango Avenue and Blake Street.

Once the closing has been completed staff will return to Council to request additional funding to begin construction of the homes.

Staff is requesting City Council approve a Resolution Amending the FY2016 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale and authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City’s Core) - Supporting the purchase and redevelopment of these properties in the City will raise the quality of life for its residents, especially those underserved and disadvantaged

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$118,000
Account Number	001-3200-515.61-00
Account Name	Land

Source of Funds: __X__ General Fund Reserves :001-0000-389.99-50

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2016 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale. Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties.

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between the **HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA**, a public body corporate and politic organized under Chapter 421, Florida Statutes, whose address is 828 Stone Street, Cocoa, Florida 32922 (hereinafter referred to as "**Seller**"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, with a principal address of 65 Stone Street, Cocoa, Florida 32922 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of three (3) Brevard County tax parcels, and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**"). The subject parcels are not all contiguous but have residential streets separating the tax parcels. The tax parcels are part of the College Park Amended Plat, and were part of a larger proposed redevelopment project known as Magnolia Pointe which was only partially completed. The exact acreage will be determined if Buyer obtains a Survey (as defined below), pursuant to Section 4.2 below.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be One Hundred and Eleven Thousand Dollars and No/100 ($111,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before ninety (90) days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the Property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before

Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects or elect not to cure the defects, to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects or elect not to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract, the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract and Exhibit "A". The Survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Special Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior

to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss & D'Agresta, P.A. (the "Escrow Agent") or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. Unless Seller is exempt under state law, state documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**. Unless the Property is exempt under state law, taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the 2016 calendar year, if any, and for the portion of the 2016 calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2016 and ending (but not including) on the closing date). Unless Buyer is exempt from payment thereof by applicable law, Buyer shall be responsible for real estate and personal property taxes owing for the period commencing on the closing date and ending on December 31, 2016. The Escrow Agent shall ensure compliance with Florida Statutes Section 196.295 at Closing. Buyer shall pay any real and personal property taxes billed with respect to the Property after Settlement. Buyer shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Buyer or any change in the improvements or the use of the Property by Buyer following Closing.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post-Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessments are substantially completed as of the date of Closing, they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvements made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedy demanding and receiving a refund of the deposit, if any, immediately.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as FedEx, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller:	Housing Authority of the City of Cocoa, Florida Attention: Executive Director 828 Stone Street Cocoa, FL 32922
To Buyer:	City of Cocoa Attention: City Manager 65 Stone Street Cocoa, FL 32922

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **AS IS - WHERE IS. BUYER AGREES TO PURCHASE THE PROPERTY "AS IS-WHERE IS." EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER AT CLOSING, SELLER HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY.**4.17. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the

monetary limitations in Florida Statutes Section 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorneys' fees and litigation costs, caused by Buyer or Buyer's agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Buyer's Conditions Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statutes Section 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder. If Buyer terminates this Contract pursuant to this Section, Buyer shall promptly return to Seller all copies of Seller's materials delivered to Buyer pursuant to Section 5.3, and Buyer shall also provide Seller with copies of any and all reports, inspections, tests, analyses, and surveys obtained by Buyer.

5.3. **Delivery of Materials**. Within five (5) business days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party, subject to the rights of sovereign immunity.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of Buyer.

5.7. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the closing date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral between the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original,

and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

5.9 **Seller's Conditions Precedent.** Seller's obligation to close under this Contract shall be subject to Seller obtaining any and all approvals required by the U.S. Department of Housing and Urban Development ("HUD") for Seller's disposition of the Property ("HUD Approval"). In the event that Seller is unable to obtain HUD Approval for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully released from all further rights and responsibilities under this Contract.

5.10 **Property Restriction**. Buyer acknowledges that language shall be included in the Deed restricting the use of the Property for affordable housing.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

L.M. Ginn
(print name)

Hattie Fisher
(print name)

SELLER:

HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA

By: _____
Herbert Hernandez, Executive Director

Date: 2/10/16

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

BUYER:

CITY OF COCOA, FLORIDA

By: _____
John Titkanich, City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Date: _____

EXHIBIT "A"

[THE "PROPERTY"]

Brevard County Tax ID Number	Brevard County Plat Book/Page	Subdivision Name	Lot/Block
2461518	0005/0072	College Park Amended Map	LOT 7 BLOCK 13
2461745	0005/0072	College Park Amended Map	LOT 14 BLOCK 13
2424079	0005/0072	College Park Amended Map	LOTS 1 TO 4 BLK 10 & ALL OF VAC SATSUMA ST LYING S & ADJ, LOTS 5 TO 8 BLK 10 & N 1/2 OF VAC SATSUMA ST LYING S & ADJ, W 190 FT OF BLK 14, LOTS 1 TO 4 BLK 16 & ALL OF VAC POMOLO ST LYING N &

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this 10th day of February, 2016, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the Executive Director of the Housing Authority of the City of Cocoa, Florida, the legal title holder of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☑ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

L. M. Ginn
(print)

Mattie Fisher
(print)

HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA

By: _____
Print name: Herbert Hernandez,
Executive Director

Address: 828 Stone Street
Cocoa, Florida 32922

STATE OF Florida

COUNTY OF Brevard

SWORN TO and subscribed before me this 10th day of Feb, 2016, by Herbert Hernandez, the Executive Director of the HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, (check one) ☑ who is personally known to me or ☐ who provided _____ as identification.

Debra Krueger
Print Name: DEBRA KRUEGER
Notary Public

DEBRA KRUEGER
Notary Public - State of Florida
Commission # FF 913241
My Comm. Expires Aug 26, 2019
Bonded through National Notary Assn.

RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2015

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 04/11/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 6,081,630	$ 5,842,272	$ 5,960,272	$ 5,960,272
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 118,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,000	001-3200-515.61-00		BUILDINGS	$ 0	$ 0	$ 118,000	$ 118,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 118,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The purchase of 3 Brevard County Tax Parcel ID Numbers: 2461518 (.14 ac), 2461745 (.14 ac) and 2424079 (3.59 ac) from the Housing Authority of the City of Cocoa for $111,000 plus closing costs and first years property taxes in accordance with the Purchase & Sales Agreement, which will be brought to City Council for approval on 4/26/2016. Agenda #16-146

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/26/16 *RESOLUTION #:* 2016-42

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

4/11/2016	Nancy Dresser (Digitally signed by Nancy Dresser)	4/12/16	Lea Taylor (Digitally signed by Lea Taylor)		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Dir./Asst. CM's Signature
4/11/16	Steven Belden (Digitally signed by Steven Belden)	4/13/16	Lora Howell (Digitally signed by Lora Howell)		
Date	Director's Signature	Date	Finance Manager 's Signature	Date	City Manager's Signature

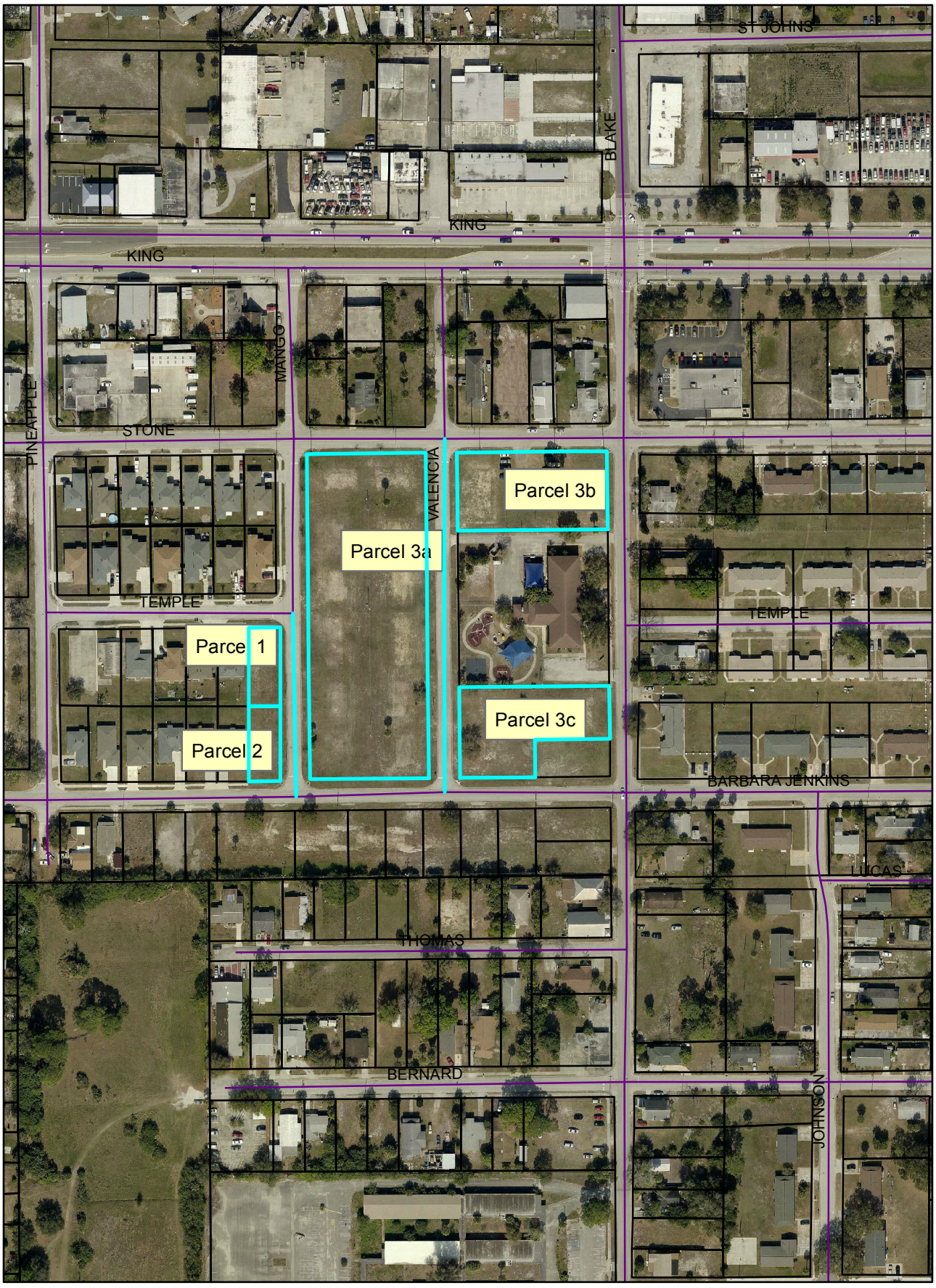
FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 11/26/14 - IT

Housing Authority of the City of Cocoa Parcels for Purchase



Prepared by and return to:
Kimberly Romano Kopp, Assistant City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 8th day of September, 2015 between the **HOUSING AUTHORITY OF THE CITY OF COCOA**, Florida ('**HACCFL**") and the **CITY OF COCOA**, Florida ("**City**").

W I T N E S S E T H:

WHEREAS, the parties wish to promote the development (renovation and/or redevelopment) of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area ("**DSRDA**") in the City of Cocoa; and

WHEREAS, the parties have both embraced and are committed to implementing the goals of the Diamond Square Redevelopment Plan Update; and

WHEREAS, the parties jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership housing in the Diamond Square community; and

WHEREAS, both parties are committed to providing the necessary resources and leadership to this joint effort.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, HACCFL and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the Board of Commissioners of the Housing Authority of the City of Cocoa and the City Council of the City of Cocoa.

2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), *Florida Statutes.*

3. **REPRESENTATIONS OF HACCFL**. HACCFL makes the following representations to the City:

3.1 HACCFL is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

3.2 HACCFL has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, subject to HUD approval, as applicable. The execution, delivery and performance hereof by HACCFL, (i) has been duly authorized by the Board of Commissioners of HACCFL; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of HACCFL except as otherwise provided herein.

4. **REPRESENTATIONS OF THE CITY OF COCOA, FLORIDA.** The City makes the following representations to HACCFL:

4.1 The City is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

4.2 The City has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the City, (i) has been duly authorized by the City Council of the City of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the City except as otherwise provided herein.

5. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, *Florida Statutes*. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by HACCFL. HACCFL shall provide the City a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of three (3) years, commencing on January 1, 2015 and terminating on December 31, 2017. This Agreement shall automatically renew for an additional three (3) year term unless terminated in writing by either party.

7. **DUTIES AND OBLIGATIONS OF HACCFL.**

7.1 HACCFL will commit up to $60,000 in funds for enhanced electronic security surveillance and $30,000 for upgraded exterior lighting at its properties.

7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey a minimum of twenty-five (25) single family lots within the DSRDA to the City for the development of affordable workforce housing, not to exceed 100% AMI (annual median income).

7.3 HACCFL will commit up to $99,000 for homeownership housing within the DSRDA in federal fiscal year 2015, and up to $400,000 in Replacement Housing Factor ("**RHF**") funds in future years to support the homeownership redevelopment effort as set forth above, in accordance with applicable HUD regulatory requirements, subject to the continued availability of RHF funds.

7.4 HACCFL and its procured development partner will continue their efforts to secure Low Income Housing Tax Credits and other financing by 1) preservation of existing HACCFL projects through renovation and upgrades; and 2) development of new construction senior rental housing including (i) the former Magnolia Pointe site on Fiske Blvd., and (ii) the site on the northwest corner of Pineda Avenue and School Street.

8. **DUTIES AND OBLIGATIONS OF THE CITY.**

8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the lots within the DSRDA referenced in section 7.2. Any City resources and/or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.

8.2 The City will support, when and where required, the Florida Housing Finance Corporation's Request For Applications (RFAs) by HACCFL, for new construction senior rental housing made in connection with this Agreement. The City will offer the minimum local government contribution, to make HACCFL's application feasible in accordance with Florida Housing Finance Corporation requirements, to the extent that the City Council has budgeted and appropriated funds for such contributions, which budgeting and appropriations are in the City Council's sole discretion.

8.3 The City of Cocoa Police Department shall develop a plan with HACCFL for enhanced patrols of all new and/or redeveloped rental and homeownership housing, and will offer Crime Prevention Through Environmental Design (CPTED) technical advice on the development of any new housing for the affected areas.

8.4 The City will work diligently and in good faith to terminate the binding development agreements for both the Glenn at Pineda and Magnolia Pointe projects.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

With a copy to:

Anthony A. Garganese, City Attorney
P.O. Box 2873
Orlando, Florida 32802-2873
Telephone: (407) 425-9566
Facsimile: (407) 425-9596

(b) if to HACCFL:

Housing Authority of the City of Cocoa
Attn: Herb Hernandez, Executive Director
828 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 636-8535
Facsimile: (321) 632-4729

With a copy to:

Bernice S. Saxon, Esq.
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Blvd.
Suite 600
Tampa, Florida 33602
Telephone (813) 314-4501
Facsimile: (813) 314-4555

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the

performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of HACCFL's or the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law. As such, HACCFL and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, HACCFL and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions

arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by HACCFL and the City, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than HACCFL and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of HACCFL and the City and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:
_____
CARIE SHEALY
City Clerk

HOUSING AUTHORITY
OF THE CITY OF COCOA, FLORIDA

By: _____

By: _____

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

August 3, 2015

Housing Authority of the City of Cocoa
ATTN: Herb Hernandez
828 Stone St.
Cocoa, FL 32922

Re: Agreements approved by City Council on 7/28/15

To Whom It May Concern:

Enclosed are **two (2) Executed Originals** of the following agreements that were approved by City Council on July 28, 2015 at a regular City Council meeting. Please execute the agreements and **send one (1) back to my attention for the City's records**.

Enclosed Agreements are:

- Interlocal Agreement (revised)
- Addendum to Binding Development Agreement for Glen at Pineda Townhomes
- Addendum to Magnolia Point Development Agreement

If you have any questions, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Prepared by and return to:
Kimberly Romano Kopp, Assistant City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2015 between the **HOUSING AUTHORITY OF THE CITY OF COCOA**, Florida ('**HACCFL**") and the **CITY OF COCOA**, Florida ("**City**").

W I T N E S S E T H:

WHEREAS, the parties wish to promote the development (renovation and/or redevelopment) of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area ("**DSRDA**") in the City of Cocoa; and

WHEREAS, the parties have both embraced and are committed to implementing the goals of the Diamond Square Redevelopment Plan Update; and

WHEREAS, the parties jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership housing in the Diamond Square community; and

WHEREAS, both parties are committed to providing the necessary resources and leadership to this joint effort.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, HACCFL and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the Board of Commissioners of the Housing Authority of the City of Cocoa and the City Council of the City of Cocoa.

2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), *Florida Statutes.*

3. **REPRESENTATIONS OF HACCFL**. HACCFL makes the following representations to the City:

3.1 HACCFL is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

3.2 HACCFL has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, subject to HUD approval, as applicable. The execution, delivery and performance hereof by HACCFL, (i) has been duly authorized by the Board of Commissioners of HACCFL; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of HACCFL except as otherwise provided herein.

4. **REPRESENTATIONS OF THE CITY OF COCOA, FLORIDA.** The City makes the following representations to HACCFL:

4.1 The City is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

4.2 The City has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the City, (i) has been duly authorized by the City Council of the City of Cocoa; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the City except as otherwise provided herein.

5. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, *Florida Statutes*. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by HACCFL. HACCFL shall provide the City a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of three (3) years, commencing on January 1, 2015 and terminating on December 31, 2017. This Agreement shall automatically renew for an additional three (3) year term unless terminated in writing by either party.

7. **DUTIES AND OBLIGATIONS OF HACCFL.**

7.1 HACCFL will commit up to $60,000 in funds for enhanced electronic security surveillance and $30,000 for upgraded exterior lighting at its properties.

7.2 HACCFL shall work with HUD in good faith towards releasing the Declaration of Trust and will convey a minimum of twenty-five (25) single family lots within the DSRDA to the City for the development of affordable workforce housing, not to exceed 100% AMI (annual median income).

7.3 HACCFL will commit up to $99,000 for homeownership housing within the DSRDA in federal fiscal year 2015, and up to $400,000 in Replacement Housing Factor ("**RHF**") funds in future years to support the homeownership redevelopment effort as set forth above, in accordance with applicable HUD regulatory requirements, subject to the continued availability of RHF funds.

7.4 HACCFL and its procured development partner will continue their efforts to secure Low Income Housing Tax Credits and other financing by 1) preservation of existing HACCFL projects through renovation and upgrades; and 2) development of new construction senior rental housing including (i) the former Magnolia Pointe site on Fiske Blvd., and (ii) the site on the northwest corner of Pineda Avenue and School Street.

8. **DUTIES AND OBLIGATIONS OF THE CITY.**

8.1 The City will provide program management, resources, leadership and soft financing, as available, to further the homeownership redevelopment effort on the lots within the DSRDA referenced in section 7.2. Any City resources and/or funding shall be subject to the City Council's sole discretion to budget and appropriate funds.

8.2 The City will support, when and where required, the Florida Housing Finance Corporation's Request For Applications (RFAs) by HACCFL, for new construction senior rental housing made in connection with this Agreement. The City will offer the minimum local government contribution, to make HACCFL's application feasible in accordance with Florida Housing Finance Corporation requirements, to the extent that the City Council has budgeted and appropriated funds for such contributions, which budgeting and appropriations are in the City Council's sole discretion.

8.3 The City of Cocoa Police Department shall develop a plan with HACCFL for enhanced patrols of all new and/or redeveloped rental and homeownership housing, and will offer Crime Prevention Through Environmental Design (CPTED) technical advice on the development of any new housing for the affected areas.

8.4 The City will work diligently and in good faith to terminate the binding development agreements for both the Glenn at Pineda and Magnolia Pointe projects.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

With a copy to:

Anthony A. Garganese, City Attorney
P.O. Box 2873
Orlando, Florida 32802-2873
Telephone: (407) 425-9566
Facsimile: (407) 425-9596

(b) if to HACCFL:

Housing Authority of the City of Cocoa
Attn: Herb Hernandez, Executive Director
828 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 636-8535
Facsimile: (321) 632-4729

With a copy to:

Bernice S. Saxon, Esq.
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Blvd.
Suite 600
Tampa, Florida 33602
Telephone (813) 314-4501
Facsimile: (813) 314-4555

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the

performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

9.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of HACCFL's or the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law. As such, HACCFL and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, HACCFL and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions

arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by HACCFL and the City, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than HACCFL and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of HACCFL and the City and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

HOUSING AUTHORITY
OF THE CITY OF COCOA, FLORIDA

By: _____

By: _____

Legislation Details (With Text)

File #:	16-156	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	4/13/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2016.pdf Fire Inspector (April-2016) (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2016
Agenda Date: April 26, 2016
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing.

BACKGROUND:

The City currently has a very limited fire inspection program for nearly all of the estimated 1,379 existing commercial and industrial buildings located within the city limits. Since the retirement of the former Fire Inspector in December 2012, the position has been frozen and our Building Inspector was trained and certified to conduct fire plan review and perform fire safety inspections. As such, the City has concentrated its annual inspections on the high-hazard occupancies as the Florida Statues provide that the Authority having jurisdiction is responsible for fire prevention.

The last time all buildings were inspected for life safety issues was prior to 2013. Ideally, all buildings should be inspected every one to two years to provide for the safety of our citizens, visitors, and firefighters. Our high-hazard occupancy structures should be inspected annually. To mitigate risk and ensure the protection and well-being of our citizens, visitors and firefighters the City would like to re-initiate a more expanded fire inspection and fire prevention program where all the structures are inspected on an established scheduled.

In addition, we would identify low-income residential housing to target for a smoke detector installation program. The requirements for smoke detectors changed in January of 2015 limiting our ability to provide

smoke detectors to our citizens and the ability to have detectors donated. Installing smoke detectors provides a great opportunity to provide fire safety information to the families that live in the homes.

STRATEGIC PLAN CONNECTION:

Public Safety - Fire prevention is one of the key elements for providing for the safety of our citizens and firefighters.

BUDGETARY IMPACT:

Budgeted No

If the grant is awarded the department will return to Council to amend the budget at that time. Grant award date is expected sometime after June 2016. The City would be committed to a 5% match if the grant is awarded. Source of the funds for the 5% match will be determined at the time.

Amount Requested	$ 75,797.00
Account Number	001-2200-522.52-00, 001-2200-522.21-00, 001-2200-522.22-02, and 001-2200-522.52-02 Please see attached payroll analysis.
Account Name	General Fund

Source of Funds:
Grant Source: Assistance to firefighters Grant
Amount requested is $75,797.00 Account Number is 001-0000-331.30-01

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing.

RESOLUTION NO. 2016-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of April, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

FY 2016
Pay Change Analysis

	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
FY 2016 ORIGINAL BUDGET													
2200; Fire Administration						*(see comments)*		7.65%	FRS Regular		Municipal		
Fire Inspector	GE9	2080	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
New Position; 7/4/16													
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	FRS Regular		Municipal		
Actuals 10/1/15 through XX/XX/16	0	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
REQUESTED CHANGE			Pay Grade										
This analysis assumes an external hire as of July 4th at the minimum of the pay grade and family benefits beginning in FY 2017.	**Weeks**	**Benefit**	GE9					7.65%	FRS Regular		Municipal		
	13	0	$17.80	$9,256	$0	$0	$0	$709	$672	$0	$228	$0	**$10,865**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($9,256)**	**$0**	**$0**	**$0**	**($709)**	**($672)**	**$0**	**($228)**	**$0**	**($10,865)**

Comments:

This analysis does not include Add Pays, such as Cell Phone allowance, Education Pay or Clothing/Shoe Allowance.

If a current City employee transfers into the position from a lower pay grade, salary and/or benefit costs could be higher based on the transferring employee's current pay rate x 1.05% and/or current benefit enrollment. Additionally, retirement costs assume a new hire will participate within the FRS Retirement plan; if a transferring employee is in a higher cost retirement plan, retirement costs will also be higher.

Retirement and Insurance rates are based on actual FY 2016 budgeted rates. Workers' Comp rate is based on CY 2016 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

FY 2017
Pay Change Analysis

	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
FY 2017 ORIGINAL BUDGET													
						(see comments)		7.65%	FRS Regular		Municipal		
2200; Fire Administration													
Fire Inspector	GE9	2080	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
New Position; FY 2017													
	Pay Weeks	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	FRS Regular		Municipal		
EXPENDITURES													
Actuals 10/1/16 through XX/XX/16	0	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
			Pay Grade										
REQUESTED CHANGE	**Weeks**	**Benefit**	GE9					7.65%	FRS Regular		Municipal		
This analysis assumes an external hire in FY 2016 and continuing in FY 2017 at the minimum of the pay grade and family benefits beginning in October 2016.	52	48	$17.80	$37,024	$0	$0	$0	$2,833	$2,688	$14,882	$970	$2,400	**$60,797**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($37,024)**	**$0**	**$0**	**$0**	**($2,833)**	**($2,688)**	**($14,882)**	**($970)**	**($2,400)**	**($60,797)**

Comments:

This analysis does not include Add Pays, such as Cell Phone allowance, Education Pay or Clothing/Shoe Allowance.

If a current City employee transfers into the position from a lower pay grade, salary and/or benefit costs could be higher based on the transferring employee's current pay rate x 1.05% and/or current benefit enrollment. Additionally, retirement costs assume a new hire will participate within the FRS Retirement plan; if a transferring employee is in a higher cost retirement plan, retirement costs will also be higher.

Retirement and Insurance rates are based on actual FY 2016 budgeted rates. Workers' Comp rate is based on CY 2016 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

Legislation Details (With Text)

File #:	16-137	**Version:**	1	**Name:**	March, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/4/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 03/31/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.15 thru 03.31.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 4, 2016
Agenda Date:	April 26, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 03/31/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through March 31, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-15 thru 03-31-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 84

City Manager = 47

City of Cocoa CRA Board = 4

City Council = 33

Purchase Order Approvals 10-01-15 thru 03-31-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP
67868	3/8/2016	Sunstate Meter & Supply Inc.	$ 31,678.40	3/4/2016	John A. Titkanich, Jr. AICP
67900	3/14/2016	Sunstate Meter & Supply Inc.	$ 27,191.20	3/14/2016	John A. Titkanich, Jr. AICP
67934	3/17/2016	Burton & Associates	$ 28,475.00	3/17/2016	John A. Titkanich, Jr. AICP
67936	3/17/2016	Burton & Associates	$ 26,160.00	3/17/2016	John A. Titkanich, Jr. AICP
67948	3/22/2016	Endeavour Elementary School	$ 40,000.00	3/21/2016	John A. Titkanich, Jr. AICP
67950	3/22/2016	Burton & Associates	$ 34,840.00	3/22/2016	John A. Titkanich, Jr. AICP

47 Purchase Order Approved by City Manager

Prepared by Purchasing 4/4/2016

Purchase Order Approvals 10-01-15 thru 03-31-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA

4 Purchase Order Approved by CRA

Prepared by Purchasing 4/4/2016

Purchase Order Approvals 10-01-15 thru 03-31-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council
67866	3/8/2016	Florida Bullet Inc.	$ 27,028.66	2/9/2016	City Council

33 Purchase Order Approved by City Council

Prepared by Purchasing 4/4/2016

Legislation Details (With Text)

File #:	16-144	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Cocoa March 2016 Dashboard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2016
Agenda Date: April 26, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of March, there were 362 usage encounters with a total of 359 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 61 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

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Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**4,722**	**517**	**406**	**111**	**294**	**183**	**293**	**362**	**239**	**70**		**809**	**1,116**	**382**	**485**	**4,033**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Total	**2,182**				**123**	**82**	**88**	**167**	**104**	**5**		**296**	**415**	**87**	**180**	**1,820**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-147	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report March 16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2016
Agenda Date: April 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending March 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2016 Budget by Classification Report - Summary Listing

Through 3/31/2016

Target for March is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 4,902,390.48	$ 1,919,260.52	72%
OTHER PERMITS AND FEES	$ 3,366,886		$ 2,200,573.71	$ 1,166,312.29	65%
INTERGOVERNMENTAL	$ 3,788,514		$ 988,374.02	$ 2,800,139.98	26%
CHARGES FOR SERVICES	$ 11,012,280		$ 5,487,301.27	$ 5,524,978.73	50%
FINES AND FORFEITURES	$ 24,495		$ 14,395.15	$ 10,099.85	59%
MISCELLANEOUS	$ 793,005		$ 384,002.08	$ 409,002.92	48%
OTHER SOURCES (NON-REVENUE)	$ 13,478,712		$ 3,344,022.00	$ 10,134,690.00	25%
REVENUE TOTALS	**$ 39,285,543**		**$ 17,321,058.71**	**$ 21,964,484.29**	**44%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,894,031	$ 8,811.60	$ 9,744,458.26	$ 11,140,761.14	47%
OPERATING EXPENDITURES	$ 9,976,393	$ 1,862,146.82	$ 3,600,734.41	$ 4,513,511.77	55%
CAPITAL OUTLAY	$ 5,650,247	$ 961,841.27	$ 3,002,768.33	$ 1,685,637.40	70%
GRANTS, AIDS AND OTHER	$ 2,764,872	$ 7,600.00	$ 703,983.60	$ 2,053,288.40	26%
EXPENSE TOTALS	**$ 39,285,543**	**$ 2,840,399.69**	**$ 17,051,944.60**	**$ 19,393,198.71**	51%
REVENUE TOTALS	**$ 39,285,543**	**$ -**	**$ 17,321,058.71**	**$ 21,964,484.29**	**44%**
EXPENSE TOTALS	**$ 39,285,543**	**$ 2,840,399.69**	**$ 17,051,944.60**	**$ 19,393,198.71**	**51%**
	$ -	**$ (2,840,399.69)**	**$ 269,114.11**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	387,392	83,254.91	22	2,324,352	4,094,460.09	176	4,648,710	554,249.91
20	00	DELINQUENT TAXES	3,333	324.24	10	19,998	1,435.16	7	40,000	38,564.84
25	00	PENALTIES RE: TAXES	416	121.24	29	2,496	2,813.55	113	5,000	2,186.45
30	00	TAX CERTIFICATES	16,666	.00		99,996	.00		200,000	200,000.00
311	**	AD VALOREM	407,807	83,700.39	21	2,446,842	4,098,708.80	168	4,893,710	795,001.20
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	24,954	36,630.45	147	149,724	132,285.23	88	299,452	167,166.77
312	**	SALES USE AND FUEL TAXES	24,954	36,630.45	147	149,724	132,285.23	88	299,452	167,166.77
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,314	81,114.30	99	493,884	397,815.10	81	987,768	589,952.90
40	00	GAS	1,732	2,352.68	136	10,392	7,569.81	73	20,784	13,214.19
80	00	PROPANE	1,300	1,583.18	122	7,800	7,593.71	97	15,605	8,011.29
314	**	UTILITY SERVICE TAX	85,346	85,050.16	100	512,076	412,978.62	81	1,024,157	611,178.38
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	36,194	34,594.65	96	217,164	101,807.34	47	434,332	332,524.66
315	**	COMMUNICATION SERVICE TAX	36,194	34,594.65	96	217,164	101,807.34	47	434,332	332,524.66
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	4,919.87	35	84,996	156,610.49	184	170,000	13,389.51
316	**	LOCAL BUSINESS TAX	14,166	4,919.87	35	84,996	156,610.49	184	170,000	13,389.51
310	***	TAXES	568,467	244,895.52	43	3,410,802	4,902,390.48	144	6,821,651	1,919,260.52
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	11,416	115,048.22	1008	68,496	200,706.89	293	137,000	63,706.89-
10	00	TRAINING SURCHARGE	58	.00		348	90.15	26	700	609.85
322	**	BUILDING PERMITS	11,474	115,048.22	1003	68,844	200,797.04	292	137,700	63,097.04-
323		FRANCHISE FEES								
10	00	ELECTRICITY	64,218	57,856.99	90	385,308	203,214.49	53	770,620	567,405.51
40	00	GAS	1,510	2,276.36	151	9,060	5,429.49	60	18,120	12,690.51
70	00	SOLID WASTE	14,703	14,415.22	98	88,218	90,090.33	102	176,446	86,355.67
323	**	FRANCHISE FEES	80,431	74,548.57	93	482,586	298,734.31	62	965,186	666,451.69
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	174,916	66,267.24	38	1,049,496	1,722,687.74	164	2,099,000	376,312.26

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	388.76	58	3,996	30,491.07-	763	8,000	38,491.07
12 03	PENALTIES	83	70.49	85	498	309.36	62	1,000	690.64
12 04	TAX CERTIFICATES	12,500	.00		75,000	.00		150,000	150,000.00
12 *	SERVICE	188,165	66,726.49	36	1,128,990	1,692,506.03	150	2,258,000	565,493.97
325 **	SPECIAL ASSESSMENT	188,165	66,726.49	36	1,128,990	1,692,506.03	150	2,258,000	565,493.97
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	3,459.80	692	3,000	8,536.33	285	6,000	2,536.33-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	3,459.80	692	3,000	8,536.33	285	6,000	2,536.33-
320 ***	OTHER PERMITS & FEES	280,570	259,783.08	93	1,683,420	2,200,573.71	131	3,366,886	1,166,312.29
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	.00		199,998	.00		400,000	400,000.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	.00		199,998	.00		400,000	400,000.00
20 01	RES OFFCR - CTY CONTRACT	2,608	.00		15,648	10,600.00	68	31,300	20,700.00
20 05	JAG GRANT	1,915	.00		11,490	22,980.00	200	22,980	.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	723	.00		4,338	.00		8,683	8,683.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	5,511.76		0	11,567.76		0	11,567.76-
20 *	PUBLIC SAFETY	5,246	5,511.76	105	31,476	45,147.76	143	62,963	17,815.24
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,828	265,625.53	231	459,312	338,833.07	74	1,148,282	809,448.93
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,407	271,137.29	177	690,786	383,980.83	56	1,611,245	1,227,264.17
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		22,500	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		22,500	.00		45,000	45,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	19,416	33,720.00	174	116,496	42,395.00	36	233,000	190,605.00
50	*	ECONOMIC ENVIRONMENT	19,416	33,720.00	174	116,496	42,395.00	36	233,000	190,605.00
61	10	BREVARD COUNTY EMS GRANT	1,578	.00		4,734	.00		14,200	14,200.00
90	30	HISTORIC PRESERVATION GRT	23,354	.00		140,124	.00		280,256	280,256.00
334	**	STATE GRANT	44,348	33,720.00	76	261,354	42,395.00	16	527,456	485,061.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	37,945	39,147.18	103	227,670	156,588.73	69	455,349	298,760.27
12	20	8TH CNT MUNICIPAL GAS TAX	12,561	12,166.46	97	75,366	48,665.85	65	150,732	102,066.15
12	*	STATE REVENUE SHARING	50,506	51,313.64	102	303,036	205,254.58	68	606,081	400,826.42
14	00	MOBILE HOME LICENSES	1,768	796.00	45	10,608	17,083.48	161	21,220	4,136.52
15	00	ALCOHOLIC BEVERAGE	1,764	.00		10,584	139.84	1	21,169	21,029.16
18	00	LOCAL GOVERNMENT 1/2 CENT	77,819	75,852.38	98	466,914	323,392.73	69	933,828	610,435.27
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	3,090.00		0	3,090.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,876	.00		11,256	13,037.56	116	22,515	9,477.44
335	**	STATE SHARED REVENUES	133,733	127,962.02	96	802,398	561,998.19	70	1,604,813	1,042,814.81
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	335,238	432,819.31	129	1,777,038	988,374.02	56	3,788,514	2,800,139.98
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,249	447,250.00	100	2,683,494	2,683,500.00	100	5,366,988	2,683,488.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	28,554	28,554.00	100	57,111	28,557.00
40 00	CERTIFY/COPY/SEARCH	10,870	15,192.89	140	65,220	43,148.19	66	130,440	87,291.81
90 12	PASSPORT EXECUTION FEES	552	950.00	172	3,312	4,228.00	128	6,634	2,406.00
341 **	GENERAL GOVERNMENT	463,430	468,151.89	101	2,780,580	2,759,430.19	99	5,561,173	2,801,742.81
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	675.00		0	675.00-
90 01	FALSE ALARM FEES	625	180.00	29	3,750	6,610.00	176	7,510	900.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	180.00	29	3,750	7,285.00	194	7,510	225.00
342 **	PUBLIC SAFETY	625	180.00	29	3,750	7,285.00	194	7,510	225.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	34,945.76	105	199,410	208,885.55	105	398,820	189,934.45
37 11	ROCKLEDGE	20,995	21,286.50	101	125,970	106,633.90	85	251,940	145,306.10
37 12	SUN LAKE	274	287.26	105	1,644	1,429.94	87	3,291	1,861.06
37 13	COLONY PARK	149	150.52	101	894	743.06	83	1,791	1,047.94
37 16	COCOA BEACH	8,670	8,605.30	99	52,020	42,838.84	82	104,040	61,201.16
37 17	CAPE CANAVERAL	7,157	7,106.52	99	42,942	35,524.28	83	85,884	50,359.72
37 18	TITUSVILLE	312	319.06	102	1,872	1,611.20	86	3,745	2,133.80
37 *	WATER BILLING SERVICES	70,792	72,700.92	103	424,752	397,666.77	94	849,511	451,844.23
39 01	SERVICE CHARGES	31,276	28,592.90	91	187,656	201,531.39	107	375,314	173,782.61
39 03	ADMIN CHARGES	33,211	33,240.00	100	199,266	183,741.70	92	398,542	214,800.30
39 04	PENALTIES	71,513	85,982.07	120	429,078	462,763.89	108	858,157	395,393.11
39 05	NSF CHECKS	2,673	3,688.85	138	16,038	19,871.36	124	32,079	12,207.64
39 *	WATER OTHER INCOME	138,673	151,503.82	109	832,038	867,908.34	104	1,664,092	796,183.66
41 10	GARBAGE REVENUES	176,569	166,274.90	94	1,059,414	1,034,452.66	98	2,118,834	1,084,381.34
41 20	RECYCLING REVENUE	17,567	16,052.27	91	105,402	101,586.81	96	210,812	109,225.19
41 30	GREEN WASTE	15,023	13,556.27	90	90,138	86,062.50	96	180,283	94,220.50
41 *	GARBAGE COLLECTION	209,159	195,883.44	94	1,254,954	1,222,101.97	97	2,509,929	1,287,827.03
45 10	BILLING FEE - WEST WASTE	7,939	7,989.12	101	47,634	39,871.50	84	95,268	55,396.50
45 20	SALE - RECYCLING MATERIAL	153	.00		918	567.25	62	1,836	1,268.75

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,092	7,989.12	99	48,552	40,438.75	83	97,104	56,665.25
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		26,166	13,084.00	50	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		50,184	64,448.00	128	100,369	35,921.00
90 *	OTHER PHYSICAL ENVIRON	12,725	.00		76,350	77,532.00	102	152,705	75,173.00
343 **	PHYSICAL ENVIRONMENT	439,441	428,077.30	97	2,636,646	2,605,647.83	99	5,273,341	2,667,693.17
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,093	2,957.69	58	30,558	32,755.97	107	61,117	28,361.03
39 11	TENANT MAINTENANCE FEES	140	156.63	112	840	699.51	83	1,691	991.49
39 20	COCOA CIVIC CENTER	4,287	6,362.90	148	25,722	44,443.55	173	51,455	7,011.45
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,690	2,086.70	124	10,140	10,899.53	108	20,287	9,387.47
39 *	OTHER CULTURAL SERVICES	11,210	11,563.92	103	67,260	88,798.56	132	134,550	45,751.44
40 01	COCOA VILLAGE 10% GROSS	1,680	377.05	22	10,080	16,191.41	161	20,165	3,973.59
40 05	PERMIT FEES	135	300.00	222	810	1,524.41	188	1,625	100.59
40 10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40 *	SPECIAL EVENTS	1,815	677.05	37	10,890	19,950.82	183	21,790	1,839.18
50 10	EVENT FEES	822	.00		4,932	4,688.87	95	9,873	5,184.13
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	318	.00		1,908	1,500.00	79	3,818	2,318.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,140	.00		6,840	6,188.87	91	13,691	7,502.13
347 **	CULTURE/RECREATION	14,165	12,240.97	86	84,990	114,938.25	135	170,031	55,092.75
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	18	.00		108	.00		225	225.00
349 **	OTHER CHARGES FOR SERVICE	18	.00		108	.00		225	225.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	908,650.16	99	5,506,074	5,487,301.27	100	11,012,280	5,524,978.73
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,041	2,878.67	141	12,246	14,395.15	118	24,495	10,099.85
351	**	JUDGMENTS AND FINES	2,041	2,878.67	141	12,246	14,395.15	118	24,495	10,099.85
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,041	2,878.67	141	12,246	14,395.15	118	24,495	10,099.85
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	3,612	9,658.68	267	21,672	46,184.11	213	43,355	2,829.11-
20	00	DIVIDENDS	0	233.08		0	989.59		0	989.59-
38	00	NET INC/DEC-FMV INVESTMNT	0	8,378.12		0	3,473.74-		0	3,473.74
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	18,269.88	506	21,672	43,699.96	202	43,355	344.96-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,267	5,666.66	61	55,602	40,269.48	72	111,210	70,940.52
362	**	RENT AND ROYALTIES	9,267	5,666.66	61	55,602	40,269.48	72	111,210	70,940.52
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	26,396.29		0	40,734.71		0	40,734.71-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	26,396.29		0	40,734.71		0	40,734.71-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	6,250	8,250.00	132	37,500	45,392.50	121	75,000	29,607.50
10	09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	6,250	8,250.00	132	37,500	45,392.50	121	75,000	29,607.50
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	11,974	.00		71,844	.00		143,695	143,695.00
22	00	FIRE STATE CONTRIBUTION	10,943	.00		65,658	.00		131,316	131,316.00
368	**	PENSION CONTRIBUTIONS	22,917	.00		137,502	.00		275,011	275,011.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	7,598	2,082.63	27	45,588	47,738.89	105	91,182	43,443.11
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	2,376	2,045.00	86	14,256	23,845.00	167	28,515	4,670.00
90	03	CODE ENF ABATE/DEMO REV	5,173	3,825.00	74	31,038	53,491.47	172	62,084	8,592.53
90	04	MISC. POLICE REVENUES	0	282.00		0	726.49		0	726.49-
90	05	INVESTIGATIVE COSTS REIM	4,435	6,995.92	158	26,610	26,465.98	100	53,230	26,764.02
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	833	650.00	78	4,998	4,100.00	82	10,000	5,900.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	3,618	3,300.00	91	21,708	13,800.00	64	43,418	29,618.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90	99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	24,033	19,180.55	80	144,198	170,167.83	118	288,429	118,261.17
96	00	INSURANCE REFUND PROCEEDS	0	86.00		0	43,737.60		0	43,737.60-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	24,033	19,266.55	80	144,198	213,905.43	148	288,429	74,523.57
360	***	MISCELLANEOUS REVENUES	66,079	77,849.38	118	396,474	384,002.08	97	793,005	409,002.92
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	28,652	.00		105,482	.00		277,400	277,400.00
91	23	STORMWATER	1,562	.00		9,372	.00		18,750	18,750.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	30,214	.00		114,854	.00		296,150	296,150.00
381	**	INTERFUND TRANSFER	30,214	.00		114,854	.00		296,150	296,150.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	2,649,996	2,650,002.00	100	5,300,000	2,649,998.00
40	01	6% CONTRIBUTION	115,670	115,670.00	100	694,020	694,020.00	100	1,388,042	694,022.00
40	*	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	3,344,016	3,344,022.00	100	6,688,042	3,344,020.00
382	**	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	3,344,016	3,344,022.00	100	6,688,042	3,344,020.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	6,846	.00		41,076	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		54,996	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		184,036	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	491,922	.00		2,890,736	.00		5,842,272	5,842,272.00
99 *	BALANCE FORWARD	547,097	.00		3,129,768	.00		6,412,366	6,412,366.00
389 **	NON OPERATING SOURCES	553,943	.00		3,170,844	.00		6,494,520 ✓	6,494,520.00
380 ***	OTHER SOURCES(NON-REV)	1,141,493	557,337.00	49	6,629,714	3,344,022.00	50	13,478,712	10,134,690.00
FUND TOTAL	GENERAL FUND	3,311,567	2,484,213.12	75	19,415,768	17,321,058.71 ✓	89	39,285,543 ✓	21,964,484.29 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	15300	15300.00	100	.00	30600	15300.00	50
11 **	EXECUTIVE SALARIES	2550	2550.00	100	15300	15300.00	100	.00	30600	15300.00	50
12-00	REGULAR SALARIES & WAGES	899588	958273.37	107	5413697	4891449.93	90	.00	10811322	5919872.07	45
12-06	SALARIES/CONTRACTUAL	1364	1587.50	116	6820	9456.25	139	.00	15000	5543.75	63
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	4611	1044.99	23	16380	169823.89	1037	.00	44054	125769.89-	386
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	905563	960905.86	106	5436897	5070730.07	93	.00	10870376	5799645.93	47
13-00	OTHER SALARIES & WAGES	93434	85329.53	91	560604	458358.77	82	.00	1121265	662906.23	41
13 **	OTHER SALARIES & WAGES	93434	85329.53	91	560604	458358.77	82	.00	1121265	662906.23	41
14-00	OVERTIME	31790	20647.52	65	198224	139579.85	70	.00	389035	249455.15	36
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	31790	20647.52	65	198224	139579.85	70	.00	389035	249455.15	36
15-00	SPECIAL PAY	23843	29684.05	125	139803	160771.53	115	.00	282866	122094.47	57
15 **	SPECIAL PAY	23843	29684.05	125	139803	160771.53	115	.00	282866	122094.47	57
20-00	CLOTHING/SHOE ALLOWANCE	1704	3999.20	235	10224	8656.04	85	.00	20492	11835.96	42
20 **	CLOTHING/SHOE ALLOWANCE	1704	3999.20	235	10224	8656.04	85	.00	20492	11835.96	42
21-00	FICA TAXES	83304	82181.49	99	499824	432441.53	87	.00	999739	567297.47	43
21 **	FICA TAXES	83304	82181.49	99	499824	432441.53	87	.00	999739	567297.47	43
22-00	RETIREMENT CONTRIBUTIONS	45787	49975.71	109	274722	253041.79	92	.00	549536	296494.21	46
22-01	LICENSED POLICE/FIRE	198661	196182.82	99	1190720	1510228.98	127	.00	2382701	872472.02	63
22-02	STATE CONTRIBUTIONS	22917	.00	0	137502	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	712.20	107	4008	3628.03	91	.00	8021	4392.97	45

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	268033	246870.73	92	1606952	1766898.80	110	.00	3215269	1448370.20	55
23-00	LIFE/HEALTH INSURANCE	256995	232419.02	90	1541970	1319425.93	86	8811.60	3084059	1755821.47	43
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	256995	232419.02	90	1541970	1319425.93	86	8811.60	3084059	1755821.47	43
24-00	WORKER'S COMPENSATION	52595	45886.35	87	315570	260608.44	83	.00	631220	370611.56	41
24 **	WORKER'S COMPENSATION	52595	45886.35	87	315570	260608.44	83	.00	631220	370611.56	41
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	9090	5775.00	64	.00	20000	14225.00	29
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	9090	5775.00	64	.00	20000	14225.00	29
27-00	CAFETERIA PLAN	19092	17730.00	93	114552	105912.30	93	.00	229110	123197.70	46
27 **	CAFETERIA PLAN	19092	17730.00	93	114552	105912.30	93	.00	229110	123197.70	46
31-00	PROFESSIONAL SERVICES	47530	53837.67	113	276246	182120.51	66	193209.74	561460	186129.75	67
31-01	LEGAL FEES	36469	36881.37	101	218313	158630.92	73	244883.08	437130	33616.00	92
31-02	MEDICAL SERVICES	2588	1838.82	71	15528	3263.68	21	25559.72	31067	2243.60	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	6558	13125.00	200	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	5126.35	27	115632	60210.05	52	74693.95	231264	96360.00	58
31 **	PROFESSIONAL SERVICES	106952	97684.21	91	632277	417350.16	66	538346.49	1274046	318349.35	75
32-00	ACCOUNTING & AUDITING	4014	.00	0	22917	41390.00	181	2110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	22917	41390.00	181	2110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	87987	54097.73	62	453992	463948.06	102	334054.99	981993	183989.95	81
34-03	CUSTOMER SERVICE CONTRACT	152617	146530.93	96	915702	746397.36	82	.00	1831411	1085013.64	41
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	7500	3420.00	46	7980.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	241854	200628.66	83	1377194	1213765.42	88	342034.99	2828404	1272603.59	55

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	13241	.00	0	92019	.00	0	.00	171468	171468.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	17788	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	17688	.00	0	109807	.00	0	.00	171468	171468.00	0
40-00	TRAVEL & PER DIEM	3072	690.63	23	18432	4932.56	27	.00	36956	32023.44	13
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3072	690.63	23	18432	4932.56	27	.00	36956	32023.44	13
41-00	COMMUNICATION	12708	5128.50	40	70601	64750.05	92	66535.66	146895	15609.29	89
41 **	COMMUNICATION	12708	5128.50	40	70601	64750.05	92	66535.66	146895	15609.29	89
42-00	POSTAGE & FREIGHT	35282	32665.85	93	211641	195145.32	92	193358.66	423420	34916.02	92
42 **	POSTAGE & FREIGHT	35282	32665.85	93	211641	195145.32	92	193358.66	423420	34916.02	92
43-00	ELECTRIC/WATER/SEWER	53520	46430.75	87	321120	251655.28	78	345090.59	642268	45522.13	93
43 **	ELECTRIC/WATER/SEWER	53520	46430.75	87	321120	251655.28	78	345090.59	642268	45522.13	93
44-00	RENTALS AND LEASES	15126	11120.39	74	87732	65092.07	74	93917.16	178536	19526.77	89
44 **	RENTALS AND LEASES	15126	11120.39	74	87732	65092.07	74	93917.16	178536	19526.77	89
45-00	INSURANCE	31986	87767.31	274	191091	259031.65	136	.00	383061	124029.35	68
45 **	INSURANCE	31986	87767.31	274	191091	259031.65	136	.00	383061	124029.35	68
46-00	REPAIRS & MAINTENANCE	32027	19702.66	62	193213	173830.61	90	57212.92	385442	154398.47	60
46-02	REPAIR/MAINT BUILDING	48759	14820.66	30	292554	78658.68	27	16875.70	585116	489581.62	16
46-03	REPAIR/MAINT-VEHICLES	19613	10522.01	54	117678	73868.12	63	4235.22	235413	157309.66	33
46-05	HYDRANT FEES	12083	12045.60	100	72498	72273.60	100	.00	145000	72726.40	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	112482	57090.93	51	675943	398631.01	59	78323.84	1350971	874016.15	35
47-00	PRINTING & BINDING	1276	1520.75	119	7644	7707.33	101	19.25	15367	7640.42	50
47 **	PRINTING & BINDING	1276	1520.75	119	7644	7707.33	101	19.25	15367	7640.42	50
48-00	PROMOTIONAL ACTIVITIES	5574	.00	0	33444	11735.16	35	8000.00	66925	47189.84	30
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	9996	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	.00	0	43440	11735.16	27	8000.00	86925	67189.84	23
49-00	OTHER CHARGES & OBLIG.	36297	12345.19	34	219600	68940.04	31	38025.04	437435	330469.92	25
49-02	ADVERTISING	25	.00	0	150	230.17	153	.00	300	69.83	77
49-05	BROWNFIELDS REDEV PROG	33333	.00	0	199998	34034.47	17	71910.00	400000	294055.53	27
49-06	BROWNFIELD PROG CITY COST	625	.00	0	3750	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	9132.41-	71-	76992	63341.25-	82-	.00	154000	217341.25	41-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83112	3212.78	4	500490	39863.43	8	109935.04	999235	849436.53	15
52-00	OPERATING SUPPLIES	60931	48800.38	80	388913	447074.89	115	48540.34	754635	259019.77	66
52-02	UNIFORMS	1566	3039.85	194	9396	4110.27	44	9793.03	18800	4896.70	74
52-05	EMS 1st RESP-CONSUM SUPP	2331	2172.24	93	13986	14908.59	107	859.32	27981	12213.09	56
52-07	JANITORIAL SUPPLIES	2084	1600.64	77	12504	10368.56	83	.00	25018	14649.44	41
52-10	HEATING FUEL	110	92.51	84	660	530.61	80	795.39	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23316	12030.81	52	140721	71314.04	51	.00	280671	209356.96	25
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	28032	14557.08	52	18146.92	56064	23360.00	58
52 **	OPERATING SUPPLIES	95010	67736.43	71	594212	562864.04	95	78135.00	1164495	523495.96	55
53-00	ROAD MATERIALS/SUPPLIES	8833	1212.05	14	52998	18247.99	34	5437.14	106000	82314.87	22

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	8833	1212.05	14	52998	18247.99	34	5437.14	106000	82314.87	22
54-00	MEMBERSHIP/PUBLICATIONS	3043	890.00	29	18158	21737.82	120	768.00	36510	14004.18	62
54 **	MEMBERSHIP/PUBLICATIONS	3043	890.00	29	18158	21737.82	120	768.00	36510	14004.18	62
55-00	TRAINING	7568	3948.86	52	39312	26835.12	68	135.00	84836	57865.88	32
55 **	TRAINING	7568	3948.86	52	39312	26835.12	68	135.00	84836	57865.88	32
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	90556	5677.18	6	271668	811105.96	299	.00	815000	3894.04	100
61 **	LAND	90556	5677.18	6	271668	811105.96	299	.00	815000	3894.04	100
62-00	BUILDINGS	22916	222.81	1	137496	17216.65	13	20639.43	275000	237143.92	14
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	22916	222.81	1	137496	17216.65	13	20639.43	275000	237143.92	14
63-00	INFRASTRUCTURE	203001	178640.51	88	1107202	695430.09	63	669420.41	2325206	960355.50	59
63 **	INFRASTRUCTURE	203001	178640.51	88	1107202	695430.09	63	669420.41	2325206	960355.50	59
64-00	MACHINERY AND EQUIPMENT	175831	117950.50	67	1049687	1418819.57	135	231332.44	2104712	454559.99	78
64-01	JAG GRANT	2290	.00	0	7133	.00	0	20873.99	20874	.01	100
64-15	IT HARDWARE	2099	.00	0	20253	13942.92	69	.00	32855	18912.08	42
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	180220	117950.50	65	1077073	1432762.49	133	252206.43	2158441	473472.08	78
68-10	SFTWR & OTHER INTANGIBLES	6383	.00	0	38298	46253.14	121	19575.00	76600	10771.86	86
68 **	INTANGIBLE ASSETS	6383	.00	0	38298	46253.14	121	19575.00	76600	10771.86	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	55681	.00	0	323181	657272.00	203	.00	657272	.00	100
81 **	AIDS TO GOVT AGENCY	55681	.00	0	323181	657272.00	203	.00	657272	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	8966	46711.60	521	53796	46711.60	87	7600.00	107600	53288.40	51
83 **	OTHER GRANTS AND AIDS	8966	46711.60	521	53796	46711.60	87	7600.00	107600	53288.40	51
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	166666	.00	0	999996	.00	0	.00	2000000	2000000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	166666	.00	0	999996	.00	0	.00	2000000	2000000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3315876	2695134.45	81	19432729	17051944.60	88	2840399.69	39285543	19393198.71	51
GRAND	TOTAL *********										
		3315876	2695134.45	81	19432729	17051944.60	88	2840399.69	39285543	19393198.71	51



FY 2016 Budget by Classification Report - Summary Listing

Through 3/31/2016

Target for March is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 671,640.00	$ 803,992.00	46%
CHARGES FOR SERVICES	$ 55,252,361		$ 26,351,323.43	$ 28,901,037.57	48%
MISCELLANEOUS	$ 118,715		$ 150,252.69	$ (31,537.69)	127%
OTHER SOURCES (NON-REVENUE)	$ 30,726,319		$ 201,125.03	$ 30,525,193.97	1%
REVENUE TOTALS	**$ 87,573,027**	-	**$ 27,374,341.15**	**$ 60,198,685.85**	**31%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,603,126	$ 2,307.80	$ 5,146,911.37	$ 7,453,906.83	41%
OPERATING EXPENDITURES	$ 20,803,782	$ 5,948,054.04	$ 7,752,730.13	$ 7,102,997.83	66%
CAPITAL OUTLAY	$ 38,204,780	$ 18,328,639.13	$ 4,957,970.37	$ 14,918,170.50	61%
GRANTS, AIDS AND OTHER	$ 15,961,339	$ -	$ 4,116,625.00	$ 11,844,714.00	26%
EXPENSE TOTALS	**$ 87,573,027**	**$ 24,279,000.97**	**$ 21,974,236.87**	**$ 41,319,789.16**	53%
REVENUE TOTALS	**$ 87,573,027**	**$ -**	**$ 27,374,341.15**	**$ 60,198,685.85**	**31%**
EXPENSE TOTALS	**$ 87,573,027**	**$ 24,279,000.97**	**$ 21,974,236.87**	**$ 41,319,789.16**	**53%**
	$ -	**$ (24,279,000.97)**	**$ 5,400,104.28**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,492	87,125.00	154	338,952	471,075.00	139	677,913	206,838.00
03 11	WATER - COMMERCIAL	58,798	10,500.00	18	352,788	170,590.00	48	705,582	534,992.00
03 20	SEWER - RESIDENTIAL	691	1,250.00	181	4,146	28,100.00	678	8,292	19,808.00-
03 21	SEWER - COMMERCIAL	6,987	.00		41,922	1,875.00	5	83,845	81,970.00
03 *	IMPACT FEES	122,968	98,875.00	80	737,808	671,640.00	91	1,475,632	803,992.00
324 **	IMPACT FEES	122,968	98,875.00	80	737,808	671,640.00	91	1,475,632	803,992.00
320 ***	OTHER PERMITS & FEES	122,968	98,875.00	80	737,808	671,640.00 ✓	91	1,475,632 ✓	803,992.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	304,395.56		0	304,395.56		0	304,395.56-
331 **	FEDERAL GRANTS	0	304,395.56		0	304,395.56		0	304,395.56-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	304,395.56		0	304,395.56		0	304,395.56-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	3,832,091.23	98	23,436,354	21,835,717.94	93	46,872,714	25,036,996.06
33 00	WATER CONNECTION FEE	20,000	31,120.00	156	120,000	186,813.17	156	240,000	53,186.83
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	31,120.00	156	120,000	187,075.53	156	240,000	52,924.47
36 00	WATER HYDRANT FEES	211,026	222,018.13	105	1,266,156	1,329,308.09	105	2,532,321	1,203,012.91
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	500.00	400	750	2,100.00	280	1,500	600.00-
39 07	BACKFLOW DEVICE TEST	12,083	13,768.49	114	72,498	81,452.21	112	145,000	63,547.79
39 08	JUMPER METERS	58	200.00	345	348	900.00	259	700	200.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	5,500.00	550	6,000	12,500.00	208	12,000	500.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	155.42	75	1,248	587.94	47	2,500	1,912.06

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	20,123.91	149	80,844	97,540.15	121	161,700	64,159.85
51 00	SEWER SALES	428,465	423,847.14	99	2,570,790	2,437,446.69	95	5,141,581	2,704,134.31
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	423,847.14	99	2,570,790	2,437,446.69	95	5,141,581	2,704,134.31
53 02	SEWER CONNECT - FINANCED	0	228.57		0	1,371.42		0	1,371.42-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	228.57		0	2,872.29		0	2,872.29-
59 01	GREASE TRAP PERMITS	516	524.58	102	3,096	3,146.80	102	6,200	3,053.20
60 00	REUSE WATER	23,820	23,669.85	99	142,920	149,823.45	105	285,845	136,021.55
60 01	REUSE WATER INSTALLATION	1,000	982.77	98	6,000	3,996.93	67	12,000	8,003.07
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	24,652.62	99	148,920	153,820.38	103	297,845	144,024.62
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,554,606.18	99	27,626,160	26,046,927.87	94	55,252,361	29,205,433.13
340 ***	CHARGES FOR SERVICES	4,604,360	4,554,606.18	99	27,626,160	26,046,927.87 ✓	94	55,252,361✓	29,205,433.13
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	25,059.22	574	26,202	90,846.07	347	52,415	38,431.07-
10 10	SBA	0	.06		0	.22		0	.22-
10 *	INTEREST	4,367	25,059.28	574	26,202	90,846.29	347	52,415	38,431.29-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	14,156.98		0	30,407.76-		0	30,407.76
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	39,216.26	898	26,202	60,438.53	231	52,415	8,023.53-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	28,295.74	2264	7,500	61,434.24	819	15,000	46,434.24-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	28,295.74	2264	7,500	61,434.24	819	15,000	46,434.24-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	730.00	88	4,998	3,336.00	67	10,000	6,664.00
365 **	SALES OF SURPLUS SCRAP	833	730.00	88	4,998	3,336.00	67	10,000	6,664.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	350.00	11	19,998	23,743.92	119	40,000	16,256.08
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	350.00	11	19,998	23,743.92	119	40,000	16,256.08
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	350.00	11	19,998	23,743.92	119	40,000	16,256.08
360 ***	MISCELLANEOUS REVENUES	9,891	68,592.00	694	59,346	150,252.69✓	253	118,715✓	31,537.69-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	1,450.00		0	36,375.00		0	36,375.00-
82 00	CONTRIBUTION S MAINLAND	0	12,875.71		0	43,247.85		0	43,247.85-
83 00	CONTRIBUTION VIERA	0	23,693.10		0	121,502.18		0	121,502.18-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	23,693.10		0	121,502.18		0	121,502.18-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,601,086	.00		15,119,790	.00		30,726,319	30,726,319.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,601,086	.00		15,119,790	.00		30,726,319	30,726,319.00
389 **	NON OPERATING SOURCES	2,601,086	38,018.81	2	15,119,790	201,125.03	1	30,726,319	30,525,193.97
380 ***	OTHER SOURCES(NON-REV)	2,601,086	38,018.81	2	15,119,790	201,125.03✓	1	30,726,319✓	30,525,193.97
FUND TOTAL	WATER/SEWER ENTERPRISE	7,338,305	5,064,487.55	69	43,543,104	27,374,341.15✓	63	87,573,027✓	60,198,685.85

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	606771	620553.24	102	3765833	2945734.31	78	.00	7406507	4460772.69	40
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	7535	224.62	3	11543	56973.90	494	.00	56752	221.90-	100
12 **	REGULAR SALARIES & WAGES	614306	620777.86	101	3777376	3002708.21	80	.00	7463259	4460550.79	40
13-00	OTHER SALARIES & WAGES	26291	25845.20	98	126226	125557.92	100	.00	283998	158440.08	44
13 **	OTHER SALARIES & WAGES	26291	25845.20	98	126226	125557.92	100	.00	283998	158440.08	44
14-00	OVERTIME	35374	43270.58	122	152224	209706.48	138	.00	364494	154787.52	58
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	35374	43270.58	122	152224	209706.48	138	.00	364494	154787.52	58
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1255	550.00	44	7530	2025.00	27	.00	15095	13070.00	13
20 **	CLOTHING/SHOE ALLOWANCE	1255	550.00	44	7530	2025.00	27	.00	15095	13070.00	13
21-00	FICA TAXES	52794	51157.73	97	316764	243943.94	77	.00	633559	389615.06	39
21 **	FICA TAXES	52794	51157.73	97	316764	243943.94	77	.00	633559	389615.06	39
22-00	RETIREMENT CONTRIBUTIONS	103795	98349.96	95	622770	492872.47	79	.00	1245580	752707.53	40
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	103795	98349.96	95	622770	492872.47	79	.00	1245580	752707.53	40
23-00	LIFE/HEALTH INSURANCE	151571	122121.26	81	909426	726126.80	80	.00	1818892	1092765.20	40
23-02	LIFE/HEALTH RETIREES	24188	26443.58	109	145128	124814.02	86	2307.80	290263	163141.18	44
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	175759	148564.84	85	1054554	850940.82	81	2307.80	2109155	1255906.38	41
24-00	WORKER'S COMPENSATION	29946	32346.66	108	179676	166806.53	93	.00	359386	192579.47	46

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	29946	32346.66	108	179676	166806.53	93	.00	359386	192579.47	46
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	2275	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	2275	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8200.00	80	61800	52350.00	85	.00	123600	71250.00	42
27 **	CAFETERIA PLAN	10300	8200.00	80	61800	52350.00	85	.00	123600	71250.00	42
31-00	PROFESSIONAL SERVICES	18830	7379.20	39	112980	47169.81	42	140385.67	225982	38426.52	83
31-01	LEGAL EXPENSES	8087	9485.00	117	49976	23445.50	47	26054.50	98500	49000.00	50
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	3000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13052	3519.99	27	78312	41342.91	53	51288.09	156631	64000.00	59
31 **	PROFESSIONAL SERVICES	40469	20384.19	50	244268	111958.22	46	217728.26	487113	157426.52	68
32-00	ACCOUNTING & AUDITING	4014	.00	0	22917	41390.00	181	2110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	22917	41390.00	181	2110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	99043	5198.00	5	587113	215023.73	37	222628.17	1181413	743761.10	37
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	2683494	2683500.00	100	.00	5366988	2683488.00	50
34 **	CONTRACT SERVICES	546292	452448.00	83	3270607	2898523.73	89	222628.17	6548401	3427249.10	48
39-00	CONTINGENCY	11933-	.00	0	436550	.00	0	.00	364966	364966.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	11933-	.00	0	436550	.00	0	.00	364966	364966.00	0
40-00	TRAVEL AND PER DIEM	1284	400.00	31	7704	1441.28	19	90.00-	15436	14084.72	9
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1284	400.00	31	7704	1441.28	19	90.00-	15436	14084.72	9
41-00	COMMUNICATION	10928	1097.22	10	65568	47665.66	73	62428.34	131167	21073.00	84
41 **	COMMUNICATION	10928	1097.22	10	65568	47665.66	73	62428.34	131167	21073.00	84
42-00	FREIGHT & POSTAGE SERVICE	3917	1947.28	50	23502	23319.47	99	4935.95	47040	18784.58	60
42 **	FREIGHT & POSTAGE SERVICE	3917	1947.28	50	23502	23319.47	99	4935.95	47040	18784.58	60
43-00	ELECTRIC/WATER/SEWER	179879	134353.76	75	1079274	728484.02	68	1416776.07	2158573	13312.91	99
43 **	ELECTRIC/WATER/SEWER	179879	134353.76	75	1079274	728484.02	68	1416776.07	2158573	13312.91	99
44-00	RENTAL AND LEASES	3076	1403.09	46	18456	9799.64	53	4138.42	36946	23007.94	38
44 **	RENTAL AND LEASES	3076	1403.09	46	18456	9799.64	53	4138.42	36946	23007.94	38
45-00	INSURANCE	32705	86192.98	264	196230	262987.26	134	.00	392493	129505.74	67
45 **	INSURANCE	32705	86192.98	264	196230	262987.26	134	.00	392493	129505.74	67
46-00	REPAIRS & MAINTENANCE	477047	303810.69	64	2717531	2075107.32	76	1758795.66	5579862	1745959.02	69
46-02	REPAIR/MAINT BUILDING	41522	28.76	0	238428	24341.86	10	276604.08	487569	186623.06	62
46-03	REPAIR/MAINT-VEHICLES	15131	10662.88	71	90786	58140.26	64	1325.02	181601	122135.72	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	533700	314502.33	59	3046745	2157589.44	71	2036724.76	6249032	2054717.80	67
47-00	PRINTING & BINDING	573	1805.50	315	3438	3477.25	101	.00	6900	3422.75	50
47 **	PRINTING & BINDING	573	1805.50	315	3438	3477.25	101	.00	6900	3422.75	50
48-00	PROMOTIONAL ACTIVITIES	1250	1695.00	136	7500	3755.00	50	.00	15000	11245.00	25
48 **	PROMOTIONAL ACTIVITIES	1250	1695.00	136	7500	3755.00	50	.00	15000	11245.00	25
49-00	OTHER CHARGES & OBLIG.	2627	644.64	25	15762	10699.55	68	3000.00	31555	17855.45	43
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	9158.87-	63-	87498	56824.82-	65-	.00	175000	231824.82	33-
49-08	CASH OVER & UNDER	25	9.00-	36-	150	44.97-	30-	.00	300	344.97	15-
49-09	DOCUMENT RECORDING CHGS	250	52.00-	21-	1500	1165.21-	78-	748.00-	3000	4913.21	64-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17485	8575.23-	49-	104910	47335.45-	45-	2252.00	209855	254938.45	22-
52-00	OPERATING SUPPLIES	290561	205771.74	71	1743011	1380116.05	79	1835532.12	3486412	270763.83	92
52-07	JANITORIAL SUPPLIES	852	825.35	97	5112	5015.11	98	.00	10240	5224.89	49
52-30	FUEL OIL & LUBRICANTS	32598	14054.31	43	195588	78336.05	40	95429.45	391219	217453.50	44
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	17682	9995.50	57	12460.50	35368	12912.00	64
52 **	OPERATING SUPPLIES	326958	220651.40	68	1961393	1473462.71	75	1943422.07	3923239	506354.22	87
53-00	ROAD MATERIALS/SUPPLIES	4582	701.92	15	27492	2205.41	8	35000.00	55000	17794.59	68
53 **	ROAD MATERIALS/SUPPLIES	4582	701.92	15	27492	2205.41	8	35000.00	55000	17794.59	68
54-00	MEMBERSHIP/PUBLICATIONS	3087	.00	0	18522	28767.49	155	.00	37052	8284.51	78
54 **	MEMBERSHIP/PUBLICATIONS	3087	.00	0	18522	28767.49	155	.00	37052	8284.51	78
55-00	TRAINING	6544	550.00	8	39264	5239.00	13	.00	78569	73330.00	7
55 **	TRAINING	6544	550.00	8	39264	5239.00	13	.00	78569	73330.00	7
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3333	.00	0	19998	.00	0	.00	40000	40000.00	0
62 **	BUILDINGS	3333	.00	0	19998	.00	0	.00	40000	40000.00	0
63-00	INFRASTRUCTURE	2897245	698337.28	24	16973901	4169256.50	25	17573268.70	34357404	12614878.80	63
63 **	INFRASTRUCTURE	2897245	698337.28	24	16973901	4169256.50	25	17573268.70	34357404	12614878.80	63
64-00	MACHINERY & EQUIPMENT	330234	171666.72	52	1631765	760748.33	47	755370.43	3613220	2097101.24	42
64-15	IT HARDWARE	11379	.00	0	68162	7555.94	11	.00	136456	128900.06	6
64 **	MACHINERY & EQUIPMENT	341613	171666.72	50	1699927	768304.27	45	755370.43	3749676	2226001.30	41

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	5307	20409.60	385	25842	20409.60	79	.00	57700	37290.40	35
68 **	INTANGIBLE ASSETS	5307	20409.60	385	25842	20409.60	79	.00	57700	37290.40	35
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	470319	441667.00	94	2755484	2650002.00	96	.00	5577400	2927398.00	48
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	4497948	772603.00	17	.00	8995897	8223294.00	9
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1219977	441667.00	36	7253432	3422605.00	47	.00	14573297	11150692.00	24
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	694020	694020.00	100	.00	1388042	694022.00	50
95 **	NONOPERATING	115670	115670.00	100	694020	694020.00	100	.00	1388042	694022.00	50
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7338230	3706370.87	51	43542655	21974236.87	51	24279000.97	87573027	41319789.16	53
GRAND	TOTAL *********	7338230	3706370.87	51	43542655	21974236.87	51	24279000.97	87573027	41319789.16	53

FY 2016 Budget by Classification Report - Summary Listing

Through 3/31/2016

Target for March is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,367,995		$ 710,465.90	$ 657,529.10	52%
MISCELLANEOUS	$ 2,000		$ 1,536.47	$ 463.53	77%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 712,002.37**	**$ 2,085,432.63**	**25%**
EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 235,380.70	$ 324,875.30	42%
OPERATING EXPENDITURES	$ 471,179	$ 114,714.14	$ 73,766.66	$ 282,698.20	40%
CAPITAL OUTLAY	$ 1,747,250	$ 88,703.70	$ 277,265.34	$ 1,381,280.96	21%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 203,417.84**	**$ 586,412.70**	**$ 2,007,604.46**	**28%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 712,002.37**	**$ 2,085,432.63**	**25%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 203,417.84**	**$ 586,412.70**	**$ 2,007,604.46**	**28%**
	$ -	**$ (203,417.84)**	**$ 125,589.67**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	4,166	.00		24,996	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	4,166	.00		24,996	.00		50,000	50,000.00
330 ***	INTERGOVERNMENTAL REVENUE	4,166	.00		24,996	.00		50,000 ✓	50,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	109,832	110,669.68	101	658,992	710,465.90	108	1,317,995	607,529.10
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	109,832	110,669.68	101	658,992	710,465.90	108	1,317,995	607,529.10
343 **	PHYSICAL ENVIRONMENT	109,832	110,669.68	101	658,992	710,465.90	108	1,317,995	607,529.10
340 ***	CHARGES FOR SERVICES	109,832	110,669.68	101	658,992	710,465.90	108	1,317,995 ✓	607,529.10
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	326.05	196	996	1,632.92	164	2,000	367.08
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	326.05	196	996	1,632.92	164	2,000	367.08
20 00	DIVIDENDS	0	1.83		0	7.75		0	7.75-
38 00	NET INC/DEC-FMV INVESTMNT	0	228.14		0	104.20-		0	104.20
361 **	INTEREST AND OTHR EARNING	166	556.02	335	996	1,536.47	154	2,000 ✓	463.53
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	166	556.02	335	996	1,536.47	154	2,000	463.53
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	118,953	.00		713,718	.00		1,427,440	1,427,440.00
99 *	BALANCE FORWARD	118,953	.00		713,718	.00		1,427,440	1,427,440.00
389 **	NON OPERATING SOURCES	118,953	.00		713,718	.00		1,427,440	1,427,440.00
380 ***	OTHER SOURCES(NON-REV)	118,953	.00		713,718	.00		1,427,440	1,427,440.00
FUND TOTAL	STORMWATER UTILITY	233,117	111,225.70	48	1,398,702	712,002.37	51	2,797,435	2,085,432.63

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	23697	33386.75	141	142722	138373.87	97	.00	284902	146528.13	49
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	135	.00	0	270	1081.74	401	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	33386.75	140	142992	139455.61	98	.00	285984	146528.39	49
13-00	OTHER SALARIES & WAGES	8050	3613.44	45	48300	16411.05	34	.00	96609	80197.95	17
13 **	OTHER SALARIES & WAGES	8050	3613.44	45	48300	16411.05	34	.00	96609	80197.95	17
14-00	OVERTIME	41	3.67	9	246	244.17	99	.00	500	255.83	49
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	3.67	9	246	244.17	99	.00	500	255.83	49
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	41	55.00	134	246	110.00	45	.00	495	385.00	22
20 **	CLOTHING/SHOE ALLOWANCE	41	55.00	134	246	110.00	45	.00	495	385.00	22
21-00	FICA TAXES	2494	2711.38	109	14964	11218.89	75	.00	29939	18720.11	38
21 **	FICA TAXES	2494	2711.38	109	14964	11218.89	75	.00	29939	18720.11	38
22-00	RETIREMENT CONTRIBUTIONS	2882	3109.65	108	17292	13492.97	78	.00	34584	21091.03	39
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	3109.65	108	17292	13492.97	78	.00	34584	21091.03	39
23-00	LIFE/HEALTH INSURANCE	5590	6337.86	113	33540	33199.71	99	.00	67089	33889.29	50
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	5590	6337.86	113	33540	33199.71	99	.00	67089	33889.29	50
24-00	WORKER'S COMPENSATION	3074	3569.42	116	18444	18368.30	100	.00	36896	18527.70	50
24 **	WORKER'S COMPENSATION	3074	3569.42	116	18444	18368.30	100	.00	36896	18527.70	50

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	480.00	71	4080	2880.00	71	.00	8160	5280.00	35
27 **	CAFETERIA PLAN	680	480.00	71	4080	2880.00	71	.00	8160	5280.00	35
31-00	PROFESSIONAL SERVICES	11208	.00	0	67248	5731.00	9	91995.00	134500	36774.00	73
31-01	LEGAL EXPENSES	83	.00	0	498	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	131.66	27	2928	1546.44	53	1918.56	5859	2394.00	59
31 **	PROFESSIONAL SERVICES	11779	131.66	1	70674	7277.44	10	93913.56	141359	40168.00	72
34-00	CONTRACT SERVICES	416	.00	0	2496	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	28554	28554.00	100	.00	57111	28557.00	50
34 **	CONTRACT SERVICES	5175	4759.00	92	31050	28554.00	92	.00	62111	33557.00	46
39-00	CONTINGENCY	8291	.00	0	49746	.00	0	.00	99500	99500.00	0
39 **	CONTINGENCY	8291	.00	0	49746	.00	0	.00	99500	99500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	1098	375.00	34	.00	2200	1825.00	17
40 **	TRAVEL & PER DIEM	183	.00	0	1098	375.00	34	.00	2200	1825.00	17
41-00	COMMUNICATION	180	.00	0	1080	360.65	33	1139.35	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1080	360.65	33	1139.35	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	6.45	5	750	337.32	45	120.00	1500	1042.68	31
42 **	POSTAGE & FREIGHT	125	6.45	5	750	337.32	45	120.00	1500	1042.68	31
43-00	ELECTRIC/WATER/SEWER	1500	1001.23	67	9000	4998.11	56	10917.00	18000	2084.89	88
43 **	ELECTRIC/WATER/SEWER	1500	1001.23	67	9000	4998.11	56	10917.00	18000	2084.89	88
44-00	RENTALS AND LEASES	526	75.55	14	3156	528.85	17	377.75	6310	5403.40	14
44 **	RENTALS AND LEASES	526	75.55	14	3156	528.85	17	377.75	6310	5403.40	14
45-00	INSURANCE	599	1861.87	311	3594	5270.91	147	.00	7191	1920.09	73
45 **	INSURANCE	599	1861.87	311	3594	5270.91	147	.00	7191	1920.09	73

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3666	1435.99	39	21996	7729.18	35	6394.44	44000	29876.38	32
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2011	1213.68	60	12066	7796.45	65	.00	24135	16338.55	32
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5677	2649.67	47	34062	15525.63	46	6394.44	68135	46214.93	32
47-00	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
47 **	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	597	.00	0	3582	125.63	4	.00	7175	7049.37	2
49-07	BAD DEBT EXPENSE	833	307.21-	37-	4998	1938.30-	39-	.00	10000	11938.30	19-
49 **	OTHER CHARGES & OBLIG.	1430	307.21-	22-	8580	1812.67-	21-	.00	17175	18987.67	11-
52-00	OPERATING SUPPLIES	1195	512.03	43	7170	3507.33	49	1385.95	14350	9456.72	34
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	1984.97	91	13032	6693.14	51	.00	26065	19371.86	26
52-33	EMPLOYEE HEALTH CENTER	110	.00	0	660	373.91	57	466.09	1323	483.00	64
52 **	OPERATING SUPPLIES	3477	2497.00	72	20862	10574.38	51	1852.04	41738	29311.58	30
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	66	.00	0	396	522.59	132	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	396	522.59	132	.00	800	277.41	65
55-00	TRAINING	250	.00	0	1500	1254.45	84	.00	3000	1745.55	42
55 **	TRAINING	250	.00	0	1500	1254.45	84	.00	3000	1745.55	42
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	2500	.00	0	5000	20000.00	400	.00	20000	.00	100
61 **	LAND	2500	.00	0	5000	20000.00	400	.00	20000	.00	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	127283	74117.34	58	773698	74117.34	10	88703.70	1537400	1374578.96	11
63 **	INFRASTRUCTURE	127283	74117.34	58	773698	74117.34	10	88703.70	1537400	1374578.96	11
64-00	MACHINERY & EQUIPMENT	15820	.00	0	94920	183148.00	193	.00	189850	6702.00	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15820	.00	0	94920	183148.00	193	.00	189850	6702.00	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	1562	.00	0	9372	.00	0	.00	18750	18750.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1562	.00	0	9372	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	140059.73	60	1398642	586412.70	42	203417.84	2797435	2007604.46	28
GRAND	TOTAL *********	233107	140059.73	60	1398642	586412.70	42	203417.84	2797435	2007604.46	28

Legislation Details (With Text)

File #:	16-148	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations March 16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2016
Agenda Date: April 26, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2016. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 4/13/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	WRF Motor Controls Sellers												
Op. Rev.		2,334,400.20		2016-37									
Project Manager:		233,440.02	contingency authorized										
account #	421-4120-536-63-00	2,100,960.18	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO # Chinchor Electric Inc.		FY16 PO Issue	FY 2016			-	-		n/a		n/a	
	B-16-05-COC												
		233,440	^contingency balance-->				v						
PW15HT	Harry T Moore Roof												
Op. Rev.		62,370.00		2016-27									
Project Manager:		5,670.00	contingency authorized										
account #	001-3580-519-46-02	56,700.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO # TECH SYSTEMS		FY16 PO Issue	FY 2015			-	-		n/a		n/a	
	Bid No. P-2-14-13												
		5,670	^contingency balance-->				v						
CP11FS	Fleet Garage Addition												
Op. Rev.		275,900.00		2016-25									
Project Manager:		10,000.00	contingency authorized										
account #	001-3580-519-62-00	265,900.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO #		FY16 PO Issue	FY 2015			-	-		n/a		n/a	
	Bid No. B-16-03-COC Fleet												
		10,000	^contingency balance-->				v						
Info													
SW16RD	Riverfront Park Sod												
Op. Rev.		170,962.05	2/9/2016	2016-12									
Project Manager:		8,141.01	contingency authorized 5%										
account #	423-3570-538-63-00	162,821.04	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	All Terrain Tractor Service Inc. PO # 67756		FY16 PO Issue	FY 2016	29759	162,821.04	162,821.04	n/a	162,821.04	$	74,117.34	n/a	
	Bid No.												
		8,141	^contingency balance-->				v						
CP16F2	Fire Station #1 Design												
Op. Rev.		108,490.20	1/12/2016	2016-15									
Project Manager:		5,166.20	contingency authorized 5%										
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67486		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	n/a	103,324.00	$	10,806.79	n/a	
	Bid No. RFQ-11-12-COC												
		5,166	^contingency balance-->				v						
* Fire Stations 1 and 2 were switched after Council													
WS0904	Lining of Sanitary Sewer Mains												
Op. Rev.		325,756.87	12/8/2015	2015-083									
Project Manager:		20,000.00	contingency authorized										
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	n/a	305,756.87	$	-	n/a	
	Contract No. 0113-1010 City of Daytona Beach												
		20,000	^contingency balance-->				v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape												
Op. Rev.		659,839.00	12/8/2015	2015-085									
Project Manager:		59,985.00	contingency authorized										
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	n/a	599,854.00	$ 84,232.73	n/a		
	Bid No. Sole Source		*Project number changing WS16MC*										
		59,985	^contingency balance-->				v						
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services												
Op. Rev.		9,425,900.00	12/8/2015	2015-091									
Project Manager:		856,900.00	contingency authorized										
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	CH2M Hill PO#67522		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	n/a	$ 8,569,000.00	$ -	n/a		
	Bid No.RFQ-08-27-COC												
	Not in contingency.												
	PETTICOTT-SCHMITT #67619	**856,900**	^contingency balance-->				v						
	Bid No. B-15-23-COC												
CP16F1	Fire Station Headquarters/Admin Building												
Op. Rev.		152,899.95	2/23/2016	2016-14									
Project Manager:		7,280.95	contingency authorized 5%										
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00	n/a	145,619.00	$ 39,199.50	n/a		
	Bid No. RFQ-11-12-COC												
* Fire Stations 1 and 2 were switched after Council		**7,281**	^contingency balance-->				v						
CP16F3	Fire Station #2 Design												
Op. Rev.		161,916.30	12/8/2015	2016-16									
Project Manager:		7,710.30	contingency authorized 5%										
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	-	154,206.00	$ 20,923.09	n/a		
	Bid No. RFQ-11-12-COC												
		7,710	^contingency balance-->				v						
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401												
Op. Rev.		157,008.00	11/10/2015	2015-075									
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00							
account #	421-4055-536.63-00	107,008.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00	107,008.00	n/a	$ 107,008.00	$ 105,632.00	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC												
	a/k/a Anderson Diving												
		50,000	^contingency balance-->				v						
WS1176	Elevated Storage Tank Structural Repairs Project												
Op. Rev.		677,841.30	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089									
Project Manager:		75,315.70	contingency authorized	2015-066		46-00							
account #	421-4020-536.46-00	753,157.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	C&D Construction, Inc. PO # 66632		FY15 PO Issue	FY 2015	28386	600,000.00	600,000.00	600,000.00		$ 449,031.46	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)	-	-					
			12/08/15 Council approved additional funds to complete project				-						
	FY 16 PO 67462		*FY2016 PO*	FY2016	29384	684,757.00	684,757.00	$ -	$ 684,757.00				
		75,316	^contingency balance-->				v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0803	Indian River Drive Watermain Improvements														
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033											
Project Manager: Andrew Dugan		209,700.00	10% contingency authorized			63-00									
account # 421-4055-536-63-00		2,097,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	Maxwell Contracting, Inc. PO #66354		FY15 PO Issue	FY 2015	27968	2,097,000.00		2,097,000.00	2,097,000.00			$ 852,946.92	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)		499,792.45	499,792.45						
			FY16 PO Issue	FY2016	**28763**	1,597,207.55		2,097,000.00	499,792.45	1,597,207.55					
	FY 2016 PO 67040		*CO#1 additional costs for unseen work*		29595	19,799.23		2,116,799.23	499,792.45	1,617,006.78					
			CO#2 replace 2" galvanized water main		29656	49,371.00		2,166,170.23	499,792.45	1,666,377.78					
			CO#3 replace 8" gravity sewer on IRD/Mulberry St.		29964	33,000.00		2,199,170.23	499,792.45	1,699,377.78					
		107,530	^contingency balance-->					v							
PW08PT and WS1509	Peachtree Street Improvements Phase II														
Lap Agree. 1,387,500		2,741,212.92	3/24/2015 V .8.	2015-018		3510-541-63-00	4055-536-63-00								
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized for construction & SDC												
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
2-account # 421-4055-536-63-00															
Restr Reserves $340,920 W/S $956,198															
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27		1,553,694.27	1,553,694.27			$ 1,165,535.25	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428		812,436.70	2,366,130.97	2,366,130.97						
			65818 FY15 PO Issue	FY 2015	27271	167,479.59		2,533,610.56	2,533,610.56						
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415		77,035.54	2,610,646.10	2,610,646.10						
	Acct 2 PO# 067400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015			(45,285.65)	2,565,360.45	2,565,360.45				31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)		2,443,818.47	2,443,818.47				45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)		1,129,342.58	1,129,342.58				239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015			(661,885.20)	467,457.38	467,457.38				150,551.50		
			67188 FY16 PO Issue	FY 2016	29046	1,314,475.89		1,781,933.27	467,457.38	1,314,475.89	v	704,716.35			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98		1,903,475.25	467,457.38	1,436,017.87	v	12,704.56			
			67400 FY16 PO Issue	FY 2016	29302		661,885.20	2,565,360.45	467,457.38	2,097,903.07	v	407,096.26			
			67399 FY16 PO Issue	FY 2016	29298		45,285.65	2,610,646.10	467,457.38	2,143,188.72	v	41,018.08			
			CO#2 PO#67188 remove traffic signal at Peachtree/Fiske no longer in plans		29887	(93,395.18)		2,517,250.92	467,457.38	2,049,793.54					
			CO#3 PO#67188 modify drainage structure etc		29902	39,581.21		2,556,832.13	467,457.38	2,089,374.75					
			CO#4 PO#67188 modify lighting and electrical activity		29903	(20,567.58)		2,536,264.55	467,457.38	2,068,807.17					
		90,953	^contingency balance-->					v							
								v							
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements														
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00									
Project Manager: Anna Hoang, Engineering		110,347.00	10% contingency authorized of $1,103,473												
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	Brandes Design-Build, Inc. PO # 065796		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00	1,103,473.00			$ 377,767.07	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00	220,050.00						
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00	220,050.00	883,423.00					
	FY 2016 P.O. 67359				29146	7,268.19		1,110,741.19	220,050.00	890,691.19					
		103,079	^contingency balance-->												
WS1001	Industrial Park Pump Station														
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138											
Project Manager: Anna Hoang		444,500.00	10% contingency authorized			63-00									
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	Brandes Design-Build. PO #65207		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00	4,445,000.00			$ 590,940.55	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91	4,501,559.91						
			PO 65207 FY15 Year-End PO Liquidation			(1,542,102.38)		2,959,457.53	2,959,457.53						
			FY16 PO Issue	FY2016	29192	1,542,102.38		4,501,559.91	2,959,457.53	1,542,102.38					
	FY 2016 P.O. 67318				29647	53,686.38		4,555,246.29	2,959,457.53	1,595,788.76					
			CO#2 install electronic indicators		30007	8,917.65		4,564,163.94	2,959,457.53	1,604,706.41					
		325,336	^contingency balance-->					v							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0501	Well 17 Pipeline Improvements												
Op. Rev.		757,781.31	9/9/14 VIII.3	2014-102									
Project Manager: Andrew Dugan		68,889.21	10% contingency authorized			63-00							
account #421-4055-536.63-00		688,892.10	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Atlantic Development of Cocoa. PO# 64326		FY14 PO Issue	FY 2014	25488	688,892.10	688,892.10			$ -	$ 590,107.65	$ -	n/a
	Task Order 2014-09		*FY14 Year-End PO Liquidation*			(688,892.10)	-						
	Atlantic Development of Cocoa. PO# 64713		FY15 PO Issue	FY 2015	25843	688,892.10	688,892.10	688,892.10					
	Task Order 2014-09		*CO #1 to Repair 4" Blowoff*	FY2015	27259	8,351.11	697,243.21	697,243.21					
			FY15 Year End PO Liquidation			(107,135.56)	590,107.65	590,107.65					
	FY2016 P.O. PENDING		*PENDING FY16 PO Issue*	FY2016	PENDING	107,135.56	697,243.21	590,107.65	107,135.56				
		60,538	^contingency balance-->				v	v					
WS1216	Dyal Plant Flocculation/Sedimentation Basin Drain System Modifications												
Op. Rev.		320,086.00	9/9/14 VIII.2 and 10/13/15 VIII.6.	2015-071									
Project Manager: Anna Hoang		21,086.00	9.2% contingency authorized	2014-101		63-00							
account # 421-4055-536.63-00		70,000.00	additional contigency authorized	Note: typo on Agenda stating total contingency is $91,083, however resolution states contingency is $91,086									
		229,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Villages Construction, Inc. PO# 64327 CANCELED		FY14 PO Issue	FY 2014	25489	229,000.00	229,000.00			$ 105,953.84	$ 131,648.91	$ -	n/a
	Bid No. B-14-16-COC		*FY14 Year-End PO Liquidation*			(229,000.00)	-						
	Villages Construction, Inc. FY2015 PO#64587		FY 15 PO Issue	FY 2015	25834	229,000.00	229,000.00	229,000.00					
			CO #1 electrical exploratory work		28333	4,613.16	233,613.16	233,613.16					
			FY15 Year End PO Liquidation			(101,964.25)	131,648.91	131,648.91					
	Villages Construction FY 2016 PO 67398		PO 67398 FY16 PO Issue	FY2016	29288	37,009.89	168,658.80	131,648.91	37,009.89				
			True up PO67398 balance from FY2015		29387	64,954.36	233,613.16	131,648.91	101,964.25				
					29402	463.08	234,076.24	131,648.91	102,427.33	$ 80,403.59			
	FY 2016 CH2M Hill P.O. 67330 $18,419.11 not from "contingency"?												
	FY 2016 Brandes Design-Build Inc. PO#67064 ($26,895) (from authorized contigency)		*FY 2016 Furnish and install conduit and associated electrical work*	FY2016	28903	26,895.00	26,895.00	-	26,895.00	$ 25,550.25			
		59,115	^contingency balance-->				v	v					
WS1117	SCADA Support Hardware Integration Services												
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090									
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00						
account #421-4055-536.63-00		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5										
		2,316,644.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 647,811.63	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-					
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)	-					
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00	2,316,644.00				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	2,914,274.00				
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00	2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	1,544,805.10				
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,544,805.10	1,369,468.90			
	Same project, different task orders, not from "contingency"												
	CH2M Hill Engineers, Inc. PO# 67260												
	CH2M Hill Engineers, Inc. PO# 67261												
	CH2M Hill Engineers, Inc. PO# 67263												
	CH2M Hill Engineers, Inc. PO# 67264												
		(709,064)	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade												
Op. Rev.		645,947.00	7/8/14 V.3	2014-064									
		120,100.00	3/10/15, V.2	no Resolution: project amendment									
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00			$ 18,000.00	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00	478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00	588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60	246,351.60					
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00	246,351.60	342,291.40				
		47,804	^contingency balance-->				v	v					
WS1113	Liquid Oxygen Conversion												
2010 Bond & Op.Rev.		2,377,268.96	7/8/14 Item V.6	2014-072									
Project Manager: A. Dugan		194,910.00	contingency authorized			63-00							
account #421 4055 536 63-00		2,182,358.96	constr' exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
				FY2013		-	-						
	Brandes Design-Build, Inc. PO# 62619		FY14 PO Issue	FY2014	23342	1,949,100.00	1,949,100.00			$ 38,670.80	$ 1,129,827.22	$ 1,061,100.00	n/a
	Bid No. B-13-12-COC		CO #1 Work on dielectric system		24985	233,258.96	2,182,358.96						
			FY14 Year-End PO Liquidation			(1,121,258.96)	1,061,100.00						
	Brandes Design-Build, Inc. PO# 64854		FY15 PO Issue	FY2015	26152	1,121,258.96	2,182,358.96	1,121,258.96					
	Bid No. B-13-12-COC		CO #2 Add'l Programming		26445	19,072.05	2,201,431.01	1,140,331.01					
			CO #3 Contract extended 63 days		26982	53,673.83	2,255,104.84	1,194,004.84					
	Brandes Design-Build, Inc. FY2016 PO# 67458		CO#4 cut free two ozone generator discharge pipes		28197	8,986.45	2,264,091.29	1,202,991.29					
			FY15 Year End PO Liquidation			(73,164.07)	2,190,927.22	1,129,827.22					
			FY16 PO Issue	FY2016	29378	73,164.07	2,264,091.29	1,129,827.22	73,164.07				
			CO#1 to Brandes FY16 P.O.67458		67458	14,731.00	2,278,822.29	1,129,827.22	87,895.07				
		98,447	^contingency balance-->				v	v					
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083									
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized										
		2,779,000.00	constr' exp authorized before contingency										
	Brandes Design-Build, Inc. PO# 62086												
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3.	2015-037									
	$5k reimburse check for overpmt of retainage in error - NOT a change order	10,000	contingency authorized for emergency task order			63-00	64-00						
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)										
	Bid No. B-13-11-COC												
							Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-					
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			$ 45,175.49	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
	[9[		*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
								2,073,431.73					
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29	728,344.56				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29	739,384.56				
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43	745,362.70				
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43	755,362.70				
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38	675,526.65				
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	675,526.65	79,836.05			
			CO#1		29329	(5,000.00)		2,823,794.43	675,526.65	74,836.05			
			CO#2		29212	4,151.50		2,827,945.93	675,526.65	78,987.55			
			CO#3		29905	5,327.32		2,833,273.25	675,526.65	84,314.87			
			CO#4		30046	(5,327.32)		2,827,945.93	675,526.65	78,987.55			
	Maxwell Contracting, Inc. PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	76,000.00	-	$ -	$ 76,000.00	n/a
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete							
		142,954	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0711	Wewahootee Pump Station Improvements												
2010 Bond + Op. Rev.		3,448,060.00	05/28/13 VIII.9	2013-055									
Project Manager: A. Dugan		313,460.00	contingency authorized			63-00							
account #421 4055 536 63 00		3,134,600.00	constr' exp authorized before contingency										
		235,872.00	change order authorized										
		3,683,932.00	****11/25/14 VIII.6**	2014-135									
							Cumulative	FY15 cum	FY16 cum				
				FY2012		-	-						
	Brandes Design-Build, Inc. PO# 61731			FY2013	22211	3,134,600.00	3,134,600.00			$ 10,000.00	$ 323,670.39	$ 2,272,916.22	$ 980,613.00
	Bid No. B-13-09-COC		*to correct PO, deduct alt. #5*		22348	(25,000.00)	3,109,600.00						
			CO#2 services and fittings to 24" and 36" line stops		22674	50,360.00	3,159,960.00						
			FY13 Year-End PO Liquidation			(2,179,347.00)	980,613.00						
	Brandes Design-Build, Inc. PO# 62720		*FY14 PO Reissue*	FY2014	23395	2,179,347.00	3,159,960.00						
	Bid No. B-13-09-COC		CO #1 for delays caused by thrust block on existing pipe		23652	16,805.61	3,176,765.61						
			CO #2 - New roof & new butterfly valves		23912	56,800.00	3,233,565.61						
			CO #3 install thrust block, butterfly valve, replace windows		24178	30,857.00	3,264,422.61						
			CO #4 Modify vacuum strategy		24577	86,905.17	3,351,327.78						
			FY14 Year-End PO Liquidation			(97,798.56)	3,253,529.22						
	Brandes Design-Build, Inc. PO#65208		FY15 PO Reissue	FY2015	26523	97,798.56	3,351,327.78	97,798.56					
	Bid No. B-13-09-COC		CO #5 Add'l Communication/Electrical upgrades approved by Council		*26523*	235,871.83 **	3,587,199.61	333,670.39					
			FY15 Year End PO Liquidation			(10,000.00)	3,577,199.61	323,670.39					
	Brandes Design-Build, Inc. FY2016 PO#67505		FY16 PO Issue	FY2016	*29380*	10,000.00	3,587,199.61	323,670.39	10,000.00				
		71,732.39	^contingency balance-->	3,658,932.00	<cum. PO + conting bal								
		25,000.00	Alternative #5 deducted from original PO in FY2013										

Legislation Details (With Text)

File #:	16-149	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/11/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2016 EXPENSE Budget Tracking.pdf March 2016 REVENUE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2016
Agenda Date: April 26, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru March 31, 2015.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
1	Budget Amendments/Transfers		Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN		1919
	001-1103-516.64-00	10,000			
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS		1919
	001-1103-516.31-00	5,005			
03/07/16	001-1103-516.52-00	(7,600)	BUDGET TXFR OPER SUPPLIE TO TRAINING		2034
	001-1103-516.55-00	7,600			
03/17/16	001-1103-516.52-00	(9,000)	TXFR FRM OPERATING SUPPLI TO PROFESSIONAL SERVICES		2166
	001-1103-516.31-00	9,000			
03/30/16	001-1103-516.52-00	(6,000)	TXFR FRM OPERATING SUPPLI TO COMMUNICATION SERVICES		2381
	001-1103-516.41-00	6,000			
12	Budget Amendments/Transfers		Division 1103 Total	($60,604)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
03/24/16	001-1510-536.34-00	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
3	Budget Amendments/Transfers		Division 1510 Total	$91,500	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
03/24/16	001-1600-513.39-00	(15,269)	TXFR FRM CONTINGENCY TO AIDS TO OTHER GOVT AGE		2327
	001-1600-513.81-00	15,269			
5	Budget Amendments/Transfers		Division 1600 Total	$815,000	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1801 Total	$877	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/04/15...	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT		1811
	001-2100-521.46-00	2,106			
12	Budget Amendments/Transfers		Division 2100 Total	$238	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			
3	Budget Amendments/Transfers		Division 2101 Total	($238)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
03/30/16	001-2200-522.20-00	(200)	TXFR FRM CLOTHING / SHOE ALLOWANCE		2387
	001-2200-522.21-00	(8,570)	TXFR FRM FICA TAXES		2387
	001-2200-522.23-00	(29,444)	TXFR FRM LIFE / HEALTH INSURANCE		2387
	001-2200-522.12-00	(112,028)	TXFR FRM REGULAR SALARIES & WAGES		2387
	001-2200-522.22-01	(65,427)	TXFR FRM RETIREMENT CONTRIBUTIONS		2387
	001-2200-522.24-00	(5,948)	TXFR FRM WORKER'S COMPENSATION		2387
7	Budget Amendments/Transfers		Division 2200 Total	($221,617)	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES		1919
	001-2201-522.34-00	15,000			
03/30/16	001-2201-522.52-30	(1,157)	TXFR FRM FUEL, OIL, & LUB TO INSURANCE		2381
	001-2201-522.45-00	1,157			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/30/16...	001-2201-522.20-00	200	TXFR TO CLOTHING / SHOE ALLOWANCE		2387
	001-2201-522.21-00	8,570	TXFR TO FICA TAXES		2387
	001-2201-522.23-00	29,444	TXFR TO LIFE / HEALTH INSURANCE		2387
	001-2201-522.12-00	112,028	TXFR TO REGULAR SALARIES & WAGES		2387
	001-2201-522.22-01	65,427	TXFR TO RETIREMENT CONTRIBUTIONS		2387
	001-2201-522.24-00	5,948	TXFR TO WORKER'S COMPENSATION		2387
9	Budget Amendments/Transfers		Division 2201 Total	$235,817	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT		1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T		1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME		1806
10	Budget Amendments/Transfers		Division 3200 Total	$48,589	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
1	Budget Amendments/Transfers		Division 3205 Total	$12,015	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
1	Budget Amendments/Transfers		Division 3290 Total	$0	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3500 Total	$1,000	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
4	Budget Amendments/Transfers		Division 3510 Total	$553,018	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
77	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,476,218**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
03/24/16	110-3230-559.72-00	(11,837)	TXFR FRM DEBT SERVICE TO CONTRACT SERVICES		2325
	110-3230-559.83-00	(2,663)	TXFR FRM OTHER GRANTS/AID TO CONTRACT SERVICES		2325
	110-3230-559.34-00	14,500			
7	Budget Amendments/Transfers		Division 3230 Total	$157,892	
7	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
4	Budget Amendments/Transfers		Division 3230 Total	$162,685	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$162,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3 Budget Amendments/Transfers			Division 3230 Total	($284)	
3 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
2 Budget Amendments/Transfers			Division 2100 Total	$27,029	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$27,029**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			
3 Budget Amendments/Transfers			Division 3580 Total	$0	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/15...	421-4010-536.25-00	5,000	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP...		440...
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
	421-4010-536.46-02	3,000			
03/07/16	421-4010-536.12-00	(1,184)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4010-536.12-12	1,184			
	421-4010-536.12-00	(12,426)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4010-536.14-00	12,426			
03/15/16	421-4010-536.39-00	(127,578)	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4010-536.39-00	(93,000)	TXFR FRM CONTINGENCY TO GENERAL FUND		2329
	421-4010-581.91-01	93,000			
	421-4010-536.39-00	(408,464)	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
10	Budget Amendments/Transfers		Division 4010 Total	($707,534)	
4020 - DYAL PLANT					
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE		872
	421-4020-536.46-00	58,192			873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/07/16	421-4020-536.12-00	(13,056)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4020-536.12-12	13,056			
	421-4020-536.12-00	(26,557)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4020-536.14-00	26,557			
6	Budget Amendments/Transfers		Division 4020 Total	$880,239	
4025 - WATER FIELD OPERATIONS					
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN		1421
	421-4025-536.46-02	27,608			
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/02/16	421-4025-536.12-00	(44,125)	ACCOUNTING ADJUSTMENT TO OTHER SALARIES & WAGES		1981
	421-4025-536.13-00	44,125			
03/07/16	421-4025-536.12-00	(945)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4025-536.12-12	945			
	421-4025-536.12-00	(28,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4025-536.14-00	28,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/16	421-4025-536.46-00	(10,000)	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES		2166
	421-4025-536.34-00	10,000			
6	Budget Amendments/Transfers		Division 4025 Total	$59,349	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			
	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
03/07/16	421-4055-536.12-00	(9,507)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4055-536.12-12	9,507			
6	Budget Amendments/Transfers		Division 4055 Total	$1,622,210	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT		1417
	421-4120-536.64-00	892			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-4120-536.12-12	6,030			
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES		1919
	421-4120-536.52-00	1,300			
03/07/16	421-4120-536.12-00	(7,040)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4120-536.14-00	7,040			
9	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/07/16	421-4125-536.12-00	(10,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4125-536.14-00	10,000			
03/15/16	421-4125-536.63-00	127,578	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4125-536.64-00	408,464	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
6	Budget Amendments/Transfers		Division 4125 Total	$579,371	
44	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,433,635**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT		1806
	423-3570-538.12-12	1,082			
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026		1818
	423-3570-538.61-00	20,000			
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028		1812
	423-3570-538.63-00	20,963			
4	Budget Amendments/Transfers		Division 3570 Total	$0	
4	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

144 Transfers & Amendments between 10/1/2015 and 3/31/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS	**4,257,175**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
03/24/16	001-0000-381.91-21	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
6	Budget Amendments/Transfers		Division 0000 Total	$1,476,218	
	6 Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,476,218**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2	Budget Amendments/Transfers		Division 0000 Total	$157,892	
	2 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
1	Budget Amendments/Transfers		Division 0000 Total	$162,685	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$162,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1	Budget Amendments/Transfers		Division 0000 Total	($284)	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
1	Budget Amendments/Transfers		Division 0000 Total	$27,029	
	1 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$27,029**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
3	Budget Amendments/Transfers		Division 0000 Total	$2,433,635	
	3 Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,433,635**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
14	**Transfers & Amendments between 10/1/2015 and 3/31/2016**			
			FY 2016 TOTAL TRANSFERS & AMENDMENTS	**4,257,175**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 3/31/2016

Legislation Details (With Text)

File #:	16-153	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/13/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4-26-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2016
Agenda Date: April 26, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for March 31, 2016 - April 13, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007377	ECG INC. 640 SOUTH INDUSTRY RD COCOA FL 32922	3/31/16	NEW	Specialty Trade Contractors	321-403-3053
16-00007379	HITMAN INDUSTRIES LLC 4509 PINE CONE PL COCOA FL 32926	4/07/16	NEW	Fabricated Metal Product Manufacturi	626-1665

Legislation Details (With Text)

File #:	16-159	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/13/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Monthly Fire Incident Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March Fire Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2016
Agenda Date: April 26, 2016
Prepared By: Jonathan D. Lamm, Deputy Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Monthly Fire Incident Summary Report

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of March 2016.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

None, Informational Only

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Fire Incident Summary Report

Print Date/Time: 04/13/2016 15:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 03/01/2016
To Date: 03/31/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	8	**EMS:**	318	**Unknown:**	36	**All**	437
Average Calls per Day	**Fire:**	0.27	**EMS:**	10.60	**All:**	14.57		
Total Number of Arson Calls	**All:**	0						
Estimated Dollar Loss	**Fire:**	$11,000.00	**Other:**	$0.00	**All:**	$11,000.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$11,000.00	**Other:**	$0.00	**All:**	$11,000.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	0.00%	**Other:**	0.00%	**All:**	0.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	536						
Average Responses per Day	**All:**	14.57						
Average Apparatus per Call	**Fire:**	1.75	**EMS:**	1.15	**All:**	1.23		
Average Turnout Time	**All:**	00:02:04						
Average Response Time	**All:**	00:05:19						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:15:24						
Average Personnel per Call	**Fire:**	4.00	**EMS:**	3.25	**All:**	3.30		
Total Aid Given Calls	**All:**	49						
Total Aid Received Calls	**All:**	2						

Total Calls By Incident Type	Count	Aid Given	Aid Received
113 113 Cooking fire, confined to container	3	0	0
118 118 Trash or rubbish fire, contained	1	2	0
142 142 Brush or brush-and-grass mixture fire	2	0	0
143 143 Grass fire	1	1	0
151 151 Outside rubbish, trash or waste fire	1	0	0
321 3213 Invalid Assist	10	0	0
321 3212 BLS Medical	180	20	0
321 3211 ALS Medical	90	5	0
321 321 EMS call, excluding vehicle accident with injury	2	0	0
322 322 Motor vehicle accident with injuries	3	0	0
322 3222 Vehicle Accident w/inj BLS	13	1	0
322 3221 Vehicle Accident w/inj ALS	1	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	2	2	0
324 324 Motor vehicle accident with no injuries.	16	1	0
340 340 Search for lost person, other	1	0	0
400 400 Hazardous condition, other	1	1	0
411 411 Gasoline or other flammable liquid spill	2	0	0
412 412 Gas leak (natural gas or LPG)	2	0	0
440 440 Electrical wiring/equipment problem, other	1	1	0

Fire Incident Summary Report

Print Date/Time: 04/13/2016 15:30
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 03/01/2016
To Date: 03/31/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

445 445 Arcing, shorted electrical equipment	1	0	1
542 542 Animal rescue	1	0	0
550 550 Public service assistance, other	1	0	0
551 551 Assist police or other governmental agency	2	1	0
552 552 Police matter	1	0	0
553 553 Public service	3	0	0
561 561 Unauthorized burning	1	0	0
611 611 Dispatched & canceled en route	31	11	0
622 622 No incident found on arrival at dispatch address	10	2	0
651 651 Smoke scare, odor of smoke	5	0	1
700 700 False alarm or false call, other	3	0	0
711 711 Municipal alarm system, malicious false alarm	1	0	0
734 734 Heat detector activation due to malfunction	1	0	0
735 735 Alarm system sounded due to malfunction	1	0	0
743 743 Smoke detector activation, no fire - unintentional	4	0	0
745 745 Alarm system activation, no fire - unintentional	2	0	0
911 911 Citizen complaint	1	1	0

Legislation Details (With Text)

File #:	16-164	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/14/2016			**In control:**	City Council
On agenda:	4/26/2016			**Final action:**	
Title:	Resignation of Mr. Ric Holt as a Regular member of the Utilities Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_14_16 Holt Resignation letter.pdf Utilities Advisory Board				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2016
Agenda Date: April 26, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Resignation of Mr. Ric Holt as a Regular member of the Utilities Advisory Board.

BACKGROUND:

Mr. Ric Holt formally resigned from the Utilities Advisory Board on April 14, 2016. His resignation letter is attached.

With his resignation, the board now has two (2) regular member vacancies and two (2) alternate member vacancies.

An updated Utilities Advisory Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

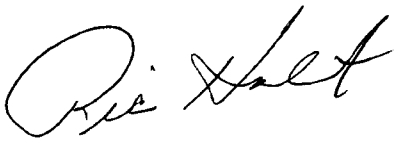
This is for Informational purposes only.

April 14, 2016

To the Honorable Mayor and City Council,

I, Ric Holt, am formally resigning as a regular member of the Utilities Advisory Board as of April 14, 2016.

Thank you,



Ric Holt

RECEIVED
APR 14 2016
OFFICE OF THE CITY CLERK

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	02/14 appointed (to fill non-renewed term of Carol Noble)	2016
VACANCY-Zimmerman, Elliot resigned 4/8/14	3212 Westchester Drive, Cocoa FL 32926 EZCPA@cfl.rr.com	632-8861(H)	1/8/13 appointed to fill vacancy of Ardell Smith	2015
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 11/14	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		