

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. State of Florida 725-001-01-1
Clerk Tracking No. 14-00146
Bid Name: Statewide Law Enforcement Radio System

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 3rd day of December, 2014, by and between **COMMUNICATIONS INTERNATIONAL, INCORPORATED**, whose address is 4450 North US Highway 1; Vero Beach, Florida 32967 ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the attached quotes and items offered in the Bid/Proposal No. **State of Florida 725-001-01-1 at a minimum discount of 25% off of the published list price**, attached hereto and made a part of as **EXHIBIT A** subject to such terms as are set forth in the Bid/Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay as allocated in a Department's Fiscal Year's Budget for the goods in accordance with the terms of this Agreement.
3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at an indicated City of Naples, Department and/or Division that is designated at the time an order is placed. Delivery of the goods to Buyer shall occur as directed at the time an order is placed. Normal City of Naples business hours are 8:00am thru 5:00pm EST.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement or at time of delivery, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller of the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description of the Bid/Proposal, or other attached warranty: Manufacturer's warranty will apply. Seller shall provide all warranty documentation at time of delivery.

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's designated facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Bid Documents.** The terms and conditions of the Bid/Proposal No., **State of Florida 725-001-01-1** attached hereto and made a part hereof shall be incorporated herein as a part of this Agreement.

14. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Buyer:
City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Seller:
Communications International, Incorporated
4450 North US Highway 1; Vero Beach, Florida 32967
Attention: **Barry Keim**, CFO
FEI/EIN Number: 59-1885709 State (FL)

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement and be valid through 06/29/2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:




Witness (Signature)
Susan Alvarez

Printed Name

SELLER:

Communications International, Incorporated
4450 North US Highway 1
Vero Beach, Florida 32967
Attention: **Barry Keim**, CFO
FEI/EIN Number: 59-1885709 State (FL)

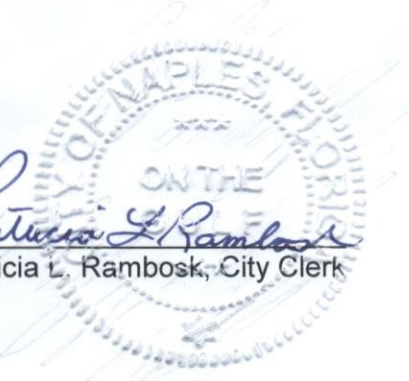
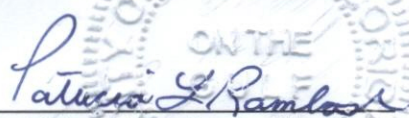
By: 

Authorized Representative
BARRY Keim

Printed Name

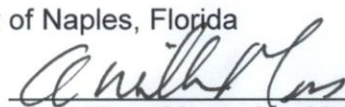
(Corporate Seal)

ATTEST:


By: 

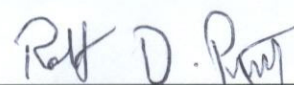
Patricia L. Rambosk, City Clerk

BUYER:

City of Naples, Florida
By: 

A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: 

Robert D. Pritt, City Attorney



HARRIS CORPORATION

PSPC
150 Apollo Drive
Chelmsford, MA 01824
phone 1-978-905-3500
fax 1-978-905-3360

www.pspc.harris.com

October 2, 2014

Mr. Adolfo Martinez
355 Riverside Circle
Naples, FL 34102

Sub: 800 MHz Trunked Radio Procurement

The Harris Corporation trunked 800 MHz EDACS radio equipment that the City of Naples uses and which operates on the Collier County's Harris 800 MHz radio system is only manufactured by Harris. This radio equipment can only be purchased directly from Harris, or indirectly from an authorized EDACS Channel Partner.

Harris offers existing EDACS users in Florida a 25% discount off the published list price of EDACS radio equipment. This is the same discount as the State of Florida Contract (no.725-001-01-1) which expires 2021.

Harris is pleased to confirm that Communications International Inc. (CII) is an authorized reseller for Harris as a Network Solutions Provider and they continue to be the only Harris Authorized Reseller of EDACS trunked radio systems and terminal equipment for Collier County and the City of Naples.

CII is also the only Authorized Service Center (ASC) assigned by Harris to handle maintenance and engineering services for Collier County and the City of Naples.

If you have any further questions or concerns please do not hesitate

Respectfully,

Edward C. Muller
Manager, Indirect Channel
Harris Corporation

Cc: Matt Hinckle, VP Sales, Communications International

Department of Management Services

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Statewide Law Enforcement Radio System **725-001-01-1**

Effective Period Contract Type Contract Information

10/22/2000 through 06/29/2021

State Term Contract

[How to Use this Contract](#)

- [Service and Access Agreement](#) (1.46 MB)
- [Schedule A: Statement of Work](#) (73.11 KB)
- [Schedule B - Acceptance Test Procedures](#) (1.24 MB)
- [Schedule C - Existing Contracts](#) (10.51 KB)
- [Schedule D - Owned Tangible Equipment](#) (15.64 KB)
- [Schedule E - Existing Towers Potentially Available For Conveyance](#) (23.52 KB)
- [Schedule F - Long Term Purchase Agreement](#) (17.07 KB)
- [Schedule G - User Equipment Maintenance Agreement](#) (17.56 KB)
- [Schedule H - Special Conditions](#) (38.99 KB)
- [Schedule I - General Conditions](#) (23.31 KB)
- [Schedule J - Technology Escrow Agreement](#) (29.79 KB)
- [Contract Clarification Letter 1](#) (66.09 KB)
- [Contract Clarification Letter 2](#) (135.31 KB)
- [Contract Clarification Letter 3](#) (434.34 KB)
- [Assignment of State of Florida Contract from M/A Com, Inc., to Harris Corporation](#) (129.13 KB)
- [Forms and Other Information](#)

Contract Documents

Contract Administration

- [Greg Prescott](#)
- greg.prescott@dms.myflorida.com

Commodity Codes

725-001, UNSPSC-43191510, UNSPSC-43221704, UNSPSC-43221705

Document reader download link

- [Adobe PDF Reader](#)



Communications International, Inc.
 Ref: State of FL Contract No. 725-001-01-1

**COMMUNICATIONS
 INTERNATIONAL**

1910 J & C Blvd.
 Naples, FL 34109
 Voice: 239.514.4428 Fax: 239.514.4879

Exhibit A :: Description of Goods ::
 Quotes :: :: Warranty Information

QUOTATION 3 of 5

Page	1/1
Date	10/1/2014
Quote Number	QTE1400405

Bill To	City of Naples 355 Riverside Circle Naples, FL, 34102
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Site	City of Naples Police Department 355 Riverside Circle Naples, FL, 34102
Contact	Adolfo Martinez Voice: 239-213-4806 Fax: 239-213-4841

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
XG-75M						
MAMWSDMXX - Mobile,M7300, 764-870 MHz, Half Duplex, Unencrypted	11.00	2,300.00	28.00 %	644.00	1,656.00	18,216.00
MWPL4U - Feature, Single-Key DES Encryption	11.00	0.01	0.00 %	0.00	0.01	0.11
MAMWNPL3R - Feature, Max(1024+) Sys/Grp Option	11.00	0.01	0.00 %	0.00	0.01	0.11
MAMWPKGED - Feature Package, EDACS Trunking Operation	11.00	1,100.00	28.00 %	308.00	792.00	8,712.00
MAMWNCP9E - Control Unit, CH-721, Scan, Remote Mount	11.00	720.00	28.00 %	201.60	518.40	5,702.40
MAMWNZN7R - M7300 Remote Mount Accessory Kit	11.00	360.00	28.00 %	100.80	259.20	2,851.20
MAMWNMC7Z - Microphone,Standard,CH721 Control Unit	11.00	80.00	28.00 %	22.40	57.60	633.60
AN225001004 - Antenna,Element,700/800 2dB Low Profile	11.00	60.00	28.00 %	16.80	43.20	475.20
AN125001002 - Antenna, Base, Standard Roof Mnt Low Loss 5 db	11.00	80.00	28.00 %	22.40	57.60	633.60
Program, Rear Mount Radio	11.00	58.00	0.00 %	0.00	58.00	638.00
Shipping and Handling Prices meet or exceed State of Florida contract number 725-001-01-1.	1.00	150.00	0.00 %	0.00	150.00	150.00
Subtotal:						38,012.22

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)	38,012.22

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, Inc.
 Ref: State of FL Contract No. 725-001-01-1

**COMMUNICATIONS
 INTERNATIONAL**

1910 J & C Blvd.
 Naples, FL 34109
 Voice: 239.514.4428 Fax: 239.514.4879

Exhibit A :: Description of Goods ::
 Quotes :: :: Warranty Information

QUOTATION 4 of 5

Page	1/1
Date	10/1/2014
Quote Number	QTE1400454

Bill To	City of Naples 355 Riverside Circle Naples, FL, 34102
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Site	City of Naples Police Department 355 Riverside Circle Naples, FL, 34102
Contact	Adolfo Martinez Voice: 239-213-4806 Fax: 239-213-4841

Description	Qty	List Price	Disc %	Disc Amt	Sale Price	Total
Portable EDACS XG-75						
EVXGPB78B - Portable XG-75, 764-870 MHz, Scan, Black	31.00	1,970.00	28.00 %	551.60	1,418.40	43,970.40
MAEVNPL3R - Feature, Maximum (1024+) Systems/Groups	31.00	0.01	0.00 %	0.00	0.01	0.31
EVPL4U - Single-Key DES Encryption	31.00	0.01	0.00 %	0.00	0.01	0.31
MAEVPKGED - Feature Package, EDACS Trunking	31.00	1,100.00	28.00 %	308.00	792.00	24,552.00
CIIPA2U - Battery, Lithium Polymer, P5400/7300/XG-75	62.00	90.00	20.00 %	18.00	72.00	4,464.00
TWC1HA1 - Endura Single Unit Rapid Charger, Harris P5400/7300	31.00	63.80	20.00 %	12.76	51.04	1,582.24
MAEVNNC5X - Antenna, 764-870 MHz, 1/4 Wave Whip (KRE10115062)	31.00	40.00	28.00 %	11.20	28.80	892.80
MAEVNHC2C - Case, Leather with Belt Loop	31.00	60.00	28.00 %	16.80	43.20	1,339.20
V2S2ER12111 - Storm Speaker Mic, XG-75	31.00	127.20	15.00 %	19.08	108.12	3,351.72
Program, Portable Scan	31.00	58.00	0.00 %	0.00	58.00	1,798.00
Shipping and Handling Prices meet or exceed State of Florida contract number 725-001-01-1.	1.00	225.00	0.00 %	0.00	225.00	225.00
Subtotal:						82,175.98

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)	82,175.98

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.

WARRANTY

- A. Harris Corporation, a Delaware Corporation, through its RF Communications Division (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
 2. for parts and accessories (except as noted in B.1 and B.5), ninety (90) days.
 3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
 4. for Unity[®] model Subscriber Units, thirty-six (36) months.
 5. for Six-Bay battery Chargers (12082-0314-xx and CH-104570-xxx), one (1) year.
 6. for all other equipment of Seller's manufacture, one (1) year.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3, B.4 and B.5. To be eligible for no-charge labor, service must be performed at Seller's factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles (48 km) from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.**

This warranty applies only within the United States.

Harris Corporation
RF Communications Division
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
1-800-368-3277

Harris Corporation
RF Communications Division
1680 University Avenue
Rochester, NY 14610
1-585-244-5830

ECR-7047U