

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**Special Item No. 132-8 Purchase of New Equipment**

**SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT**

**FSC/PSC Class 5820 RADIO AND TELEVISION COMMUNICATION EQUIPMENT,  
EXCEPT AIRBORNE**

**Two-Way Radio Transmitters/Receivers/Antennas**

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.



Hytera America Incorporated

3315 Commerce Pkwy

Miramar, FL 33025

T: 954-846-1011

F: 954-846-1672

[www.hytera.us](http://www.hytera.us)

Contract Number: GS-35F-095BA

Period Covered by Contract: Nov. 18, 2013 through Nov. 17, 2018

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #PS0001, 02/19/2014

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Hytera America Incorporated  
3315 Commerce Pkwy  
Miramar, FL 33025

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

T: 954-846-1011

F: 954-846-1672

**When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 093471431

Block 30: Type of Contractor: B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 59-1842249

Block 40: Veteran Owned Small Business (VOSB): No

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

4a. CAGE Code: oYHYo

4b. Contractor has/has not registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132 8</u>	<u>10</u> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 2%, Net 15 Days
- b. Quantity: None
- c. Dollar Volume: Additional 2% Discount for Single Orders Over \$150,000
- d. Other Special Discounts Same

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).



For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

**23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes   X  

No \_\_\_\_\_

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.hytera.us](http://www.hytera.us)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

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See Attached LOE	Dealer Directory- 1-800-845-1230	8:30am – 5:30pm
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b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.



## **Hytera America Incorporated Warranty/Return Policy**

### **WHAT THIS WARRANTY COVERS AND FOR HOW LONG:**

HYTERA AMERICA INCORPORATED warrants its manufactured Communication Products against defects in material and workman-ship under normal use and service for a period of time from the date of purchase by end-user as scheduled below:

#### **Hytera Brand:**

PD702	Three (3) years
PD702G	Three (3) years
PD782	Three (3) years
PD782G	Three (3) years
MD782	Three (3) years
MD782G	Three (3) years
RD982	Three (3) years

#### **HYT Brand:**

TC-320	One (1) year
TC-500	Two (2) years
TC-508	Two (2) years
TC-518	Two (2) years
TC-580	Two (2) years
TC-600	Two (2) years
TC-610	Two (2) years
TC-610P	Two (2) years
TC-700	Two (2) years
TC-700EX	Two (2) years
TC-780	Two (2) years
TM-600	Two (2) years
TM-610	Two (2) years
TM-628H	Two (2) years



**FOLLOWING ARE THE TERMS AND PRICING FOR EXTENDED WARRANTIES:**

**Low-Tier Analog Radios (1 additional year):** TC-320, TC-500, TC-508, TC-518, TC-580, TC-610/610P, TC-700, TC-700EXPLUS, TM-600/610/628H at List \$22.00

**High-Tier Analog Radios (1 additional year):** TC-780, at List \$35.00

**Analog Repeaters:** No extended warranty will be offered. Standard warranty applies.

**DMR Portable PD models:** List \$70.00, 2 year extended warranty from date of end user purchase.

**DMR Mobile MD models:** List \$70.00, 2 year extended warranty from date of end user purchase.

**DMR Repeaters RD models:** Standard 3 year warranty applies.

**Terms:** Maximum warranty will be 5 years. Repairs will be made at HYTERA AMERICA INCORPORATED's designated facility.

Normal RMA entry procedures will apply

**All Accessories, Batteries, and Repair Parts:** One (1) year warranty

HYTERA AMERICA INCORPORATED, at its option, will at no charge repair or replace this Product during the warranty period provided it is re-turned in accordance with the terms of this warranty to the place of purchase. Repair, at HYTERA AMERICA INCORPORATED's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts or Product shall become the property of HYTERA AMERICA INCORPORATED This express limited warranty is extended by HYTERA AMERICA INCORPORATED to the original end user purchaser or lessee only and is not assignable or transferable to any other party. This is the complete warranty for Product sold by HYTERA AMERICA INCORPORATED.

HYTERA AMERICA INCORPORATED assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of HYTERA AMERICA INCORPORATED Unless made in a separate agreement between HYTERA AMERICA INCORPORATED and the original end user purchaser, HYTERA AMERICA INCORPORATED does not warrant the installation, maintenance or service of the product. Speaker Microphones & Cords Rechargeable Batteries Headsets and Earpieces Mobile Microphones and Cords Antennas Carrying Cases Chargers Power Supplies External Speakers Duplexers

**Hytera America, Inc. Warranty Policy (Cont.)**

HYTERA AMERICA INCORPORATED cannot be responsible in any way for any ancillary equipment not furnished by HYTERA AMERICA INCORPORATED which is attached to or used in connection with Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, HYTERA AMERICA INCORPORATED disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

**WHAT THIS WARRANTY DOES NOT COVER:**

Defects or damage resulting from use of the Product in other than its normal and customary manner. Defects or damage from misuse, accident, water, or neglect. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment. Breakage or damage to antennas unless caused directly by defects in material workmanship. A Product subjected to unauthorized Product modifications, disassembles, or repairs (including, without limitation, the addition to the Product of non-HYTERA AMERICA INCORPORATED supplied equipment) which adversely affect performance of the Product or Interfere with HYTERA AMERICA INCORPORATED's normal warranty inspection and testing of the PRODUCT to verify any warranty claim. Product which has had the serial number removed or made illegible.

Rechargeable batteries if:

- i) Any of the seals on the battery enclosure of cells are broken or show evidence of tampering.
- ii) The damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified. Freight costs to the repair depot. Unapproved upgrades or modifications.
- iii) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with HYTERA AMERICA INCORPORATED's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from HYTERA AMERICA INCORPORATED

**SERVICE WARRANTY:**

Any out of warranty radio model repairs made by HYTERA AMERICA INCORPORATED is covered for an additional 90 days.





## Warranty/Return Policy

All returns must be authorized by Hytera America Incorporated in writing and must have the Hytera America Incorporated return goods authorization label affixed to the carton(s).

All returns must be freight prepaid; otherwise they will not be accepted.

Returns may be subject to a 20-25% restocking fee.

No returns are allowed for obsolete, unboxed, mishandled material, or models not appearing in Hytera America Incorporated GSA price schedule.

Special order products are sold on a non-returnable basis.

Under no circumstances will Hytera America Incorporated be liable for incidental or consequential damages.

Items must be returned in unused condition, in the unopened, original packaging within 45 days of receiving the order for a full refund of the purchase price.

All Warranty and Return matters should be sent to:

Hytera America Incorporated  
Eduardo Salazar  
3315 Commerce Parkway  
Miramar, FL 33025

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: \_\_\_\_

### **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

<b>SIN Proposed</b>	<b>Manufacturer Name</b>	<b>Item Number</b>	<b>Item Name/ Description</b>	<b>Prices offered to GSA (including IFF)</b>	<b>COO</b>
132-8	Hytera America Incorporated	MD782G-U1	DMR MOBILE GPS UHF 400-470 MHz 1024CH 45W	\$627.89	USA
132-8	Hytera America Incorporated	MD782G-U2	DMR MOBILE GPS UHF 450-520 MHz 1024CH 45W	\$627.89	USA
132-8	Hytera America Incorporated	MD782G-U5	DMR MOBILE GPS 800 MHz 1024CH 45W	\$722.98	USA
132-8	Hytera America Incorporated	MD782G-V1	DMR MOBILE GPS VHF 136-174 MHz 1024CH 45W	\$627.89	USA
132-8	Hytera America Incorporated	MD782U-1	DMR MOBILE UHF 400-470 MHz 1024CH 45W	\$583.10	USA
132-8	Hytera America Incorporated	MD782U-1-AN	DMR ANALOG MOBILE UHF 400-470 MHz 1024CH 45W DMR UPGRADEABLE	\$501.37	USA
132-8	Hytera America Incorporated	MD782V-1	DMR MOBILE VHF 136-174 MHz 1024CH 45W	\$583.10	USA
132-8	Hytera America Incorporated	MD782U-2	DMR MOBILE UHF 400-470 MHz 1024CH 45W	\$583.10	USA
132-8	Hytera America Incorporated	MT-680 F4	MOBILE RADIO TETRA 410-470MHZ	\$1,458.19	USA
132-8	Hytera America Incorporated	MT-680 F5	MOBILE RADIO TETRA 806-870MHZ	\$1,458.19	USA
132-8	Hytera America Incorporated	PD502U-1	DMR PORTABLE UHF 400-470 MHz 32CH 4W NON DISPLAY IP54 1500mAh Li-Ion	\$284.48	USA

132-8	Hytera America Incorporated	PD502V-1	DMR PORTABLE VHF 136-174 MHz (STD ANT 147-160MHZ) 32CH 5/1W NON DISPLAY IP54 1500mAh Li-Ion	\$284.48	USA
132-8	Hytera America Incorporated	PD602U-1	DMR PORTABLE UHF 400-527 MHz 32CH 4W NON DISPLAY IP67 1500mAh Li-Ion	\$384.28	USA
132-8	Hytera America Incorporated	PD602V-1	DMR PORTABLE VHF 136-174 MHz 32CH 4W NON DISPLAY IP67 1500mAh Li-Ion	\$384.28	USA
132-8	Hytera America Incorporated	PD702G-U1	DMR PORTABLE GPS UHF 400-470 MHz 32CH 4W NON DISPLAY	\$633.40	USA
132-8	Hytera America Incorporated	PD702G-U2	DMR PORTABLE GPS UHF 450-520 MHz 32CH 4W NON DISPLAY	\$633.40	USA
132-8	Hytera America Incorporated	PD702G-U5	DMR PORTABLE GPS 800 MHz 32CH 2.5W	\$745.77	USA
132-8	Hytera America Incorporated	PD702G-V1	DMR PORTABLE GPS VHF 136-174 MHz 32CH 5W NON DISPLAY STD ANTENNA 147-160MHZ	\$633.40	USA
132-8	Hytera America Incorporated	PD702U-1	DMR PORTABLE UHF 400-470 MHz 32CH 4W NON DISPLAY	\$609.82	USA
132-8	Hytera America Incorporated	PD702U-2	DMR PORTABLE UHF 450-520 MHz 32CH 4W NON DISPLAY	\$609.82	USA
132-8	Hytera America Incorporated	PD702V-1	DMR PORTABLE VHF 136-174 MHz 32CH 5W NON DISPLAY STD ANTENNA 147-160MHZ	\$609.82	USA
132-8	Hytera America Incorporated	PD782G-800	DMR PORTABLE GPS 800 MHz 1024CH 2.5W DISPLAY	\$864.44	USA
132-8	Hytera America Incorporated	PD782G-U1	DMR PORTABLE GPS UHF 400-470 MHz 1024CH 4W DISPLAY	\$706.48	USA
132-8	Hytera America Incorporated	PD782G-U1-MD	DMR PORTABLE MAN DOWN GPS UHF 400-470 MHz 1024CH 4W DISP	\$767.78	USA
132-8	Hytera America Incorporated	PD782G-U2	DMR PORTABLE GPS UHF 450-520 MHz 1024CH 4W DISPLAY	\$706.48	USA
132-8	Hytera America Incorporated	PD782G-U2-MD	DMR PORTABLE MAN DOWN GPS UHF 450-520 MHz 1024CH 4W DISPLAY	\$767.78	USA

132-8	Hytera America Incorporated	PD782G-V1	DMR PORTABLE GPS VHF 136-174 MHz 1024CH 5W DISPLAY STD ANTENNA 147-160MHZ	\$706.48	USA
132-8	Hytera America Incorporated	PD782G-V1-MD	DMR PORTABLE GPS MAN DOWN VHF 136-174 MHz 1024CH 5W DISPLAY STD ANTENNA 147-160MHZ	\$767.78	USA
132-8	Hytera America Incorporated	PD782U-1	DMR PORTABLE UHF 400-470 MHz 1024CH 4W DISPLAY	\$662.47	USA
132-8	Hytera America Incorporated	PD782U-1-MD	DMR PORTABLE MAN DOWN UHF 400-470 MHz 1024CH 4W DISPLAY	\$726.91	USA
132-8	Hytera America Incorporated	PD782U-2	DMR PORTABLE UHF 450-520 MHz 1024CH 4W DISPLAY	\$662.47	USA
132-8	Hytera America Incorporated	PD782U-2-MD	DMR PORTABLE MAN DOWN UHF 450-520 MHz 1024CH 4W DISPLAY	\$726.91	USA
132-8	Hytera America Incorporated	PD782V-1	DMR PORTABLE VHF 136-174 MHz 1024CH 5W DISPLAY STD ANTENNA 147-160MHZ	\$662.47	USA
132-8	Hytera America Incorporated	PD782V-1-MD	DMR PORTABLE MAN DOWN VHF 136-174 MHz 1024CH 5W DISPLAY STD ANTENNA 147-160MHZ	\$726.91	USA
132-8	Hytera America Incorporated	PD792ex-U1	DMR PORTABLE GPS UHF 400-470 MHz 1024CH 1W DISPLAY FM/ATEX APPROVED 1800mAh LI-ION BATTERY, MD	\$1,241.64	USA
132-8	Hytera America Incorporated	PT-580H F4	PORTABLE RADIO TETRA 410-470MHZ (FCC APPROVED 450-470MHZ) 1800MaH LI-ION	\$1,166.55	USA
132-8	Hytera America Incorporated	PT-580H F5	PORTABLE RADIO TETRA 806-870MHZ 1800MaH LI-ION	\$1,166.55	USA
132-8	Hytera America Incorporated	RD622U-1	DMR REPEATER UHF 400-470 MHz 1W to 25W 100% continuous duty cycle	\$1,570.91	USA
132-8	Hytera America Incorporated	RD622V-1	DMR REPEATER VHF 136-174 MHz 1W to 25W 100% continuous duty cycle	\$1,570.91	USA
132-8	Hytera America Incorporated	RD982U-1	DMR REPEATER UHF 400-470 MHz 50W	\$1,768.16	USA
132-8	Hytera America Incorporated	RD982U-1-AN	REPEATER ANALOG DMR UHF 400-470 MHz 50W UPGRADABLE TO DIGITAL	\$1,131.62	USA

132-8	Hytera America Incorporated	RD982U-2	DMR REPEATER UHF 450-520 MHz 50W	\$1,768.16	USA
132-8	Hytera America Incorporated	RD982U-2-AN	REPEATER ANALOG DMR UHF 450-520 MHz 50W UPGRADABLE TO DIGITAL	\$1,131.62	USA
132-8	Hytera America Incorporated	RD982V-1	DMR REPEATER VHF 136-174 MHz 50W	\$1,768.16	USA
132-8	Hytera America Incorporated	RD982V-1-AN	REPEATER ANALOG DMR VHF 136-174 MHz 50W UPGRADABLE TO DIGITAL	\$1,131.62	USA
132-8	Hytera America Incorporated	TC-320U-1	PORTABLE RADIO UHF 400-470 MHz RDA (STD Antenna 450-470mhz)	\$117.09	USA
132-8	Hytera America Incorporated	TC-320U-2	PORTABLE RADIO UHF 450-470 MHz	\$117.09	USA
132-8	Hytera America Incorporated	TC-500-U1	PORTABLE RADIO UHF 400-470 MHz 16CH 3.5W 110/230V ADAPTER RDA PLATFORM (STD ANT 450-470MHZ)	\$164.24	USA
132-8	Hytera America Incorporated	TC-500-U2	PORTABLE RADIO UHF 450-470 MHz 16CH 3.5W 110/230V ADAPTER	\$164.24	USA
132-8	Hytera America Incorporated	TC-500-V(2)	PORTABLE RADIO VHF 150-174 MHz 16CH 3.5W 110V/230V Transformers	\$164.24	USA
132-8	Hytera America Incorporated	TC-508-U1	PORTABLE RADIO UHF 400-470 MHz 16CH 4W/2W IP54 1650mAh LI-ION STD ANTENNA 450-470MHZ	\$172.89	USA
132-8	Hytera America Incorporated	TC-508-U2	PORTABLE RADIO UHF 450-470 MHz 16CH 4W/2W IP54 1650mAh LI-ION	\$172.89	USA
132-8	Hytera America Incorporated	TC-508-V2	PORTABLE RADIO VHF 146-174 MHz 16CH 5W/2W IP54 1650mAh LI-ION	\$172.89	USA
132-8	Hytera America Incorporated	TC-518U-1	PORTABLE RADIO UHF 400-470MHZ 16CH 4/2W DTMF CTCSCC DCS 1650mAh LI-ION RAPID CHARGER	\$179.96	USA
132-8	Hytera America Incorporated	TC-518U-2	PORTABLE RADIO UHF 450-520MHZ-EXPORT ONLY 16CH 4/2W DTMF CTCSCC DCS 1650mAh LI-ION RAPID CHARGER	\$179.96	USA

132-8	Hytera America Incorporated	TC-518V	PORTABLE RADIO VHF 136-174MHZ 16CH 5/2W DTMF CTCSS DCS 1650mAh LI-ION RAPID CHARGER	\$179.96	USA
132-8	Hytera America Incorporated	TC-580U-1	PORTABLE RADIO UHF 400-470MHZ 256CH 4W/1W 32 ZONE 25 /12.5 KHz DISPLAY KEYPAD DTMF PTT ID MIL SPEC	\$234.97	USA
132-8	Hytera America Incorporated	TC-580V	PORTABLE RADIO VHF 136-174MHZ 256CH 5W/1W 32 ZONE 25 /12.5 KHz DISPLAY KEYPAD DTMF PTT ID MIL SPEC	\$234.97	USA
132-8	Hytera America Incorporated	TC-610P-2TONE-U2	PORTABLE RADIO TWO-TONE UHF 450-470MHz 16CH 2/5W	\$274.26	USA
132-8	Hytera America Incorporated	TC-610P-2TONE-V2	PORTABLE RADIO TWO TONE VHF 136-174 MHz 16CH 2/5W	\$274.26	USA
132-8	Hytera America Incorporated	TC-610P-HDC-U2	PORTABLE RADIO HDC1200 UHF 450-470MHz 16CH 2/5W 2000mAH Battery	\$274.26	USA
132-8	Hytera America Incorporated	TC-610P-HDC-V2	PORTABLE RADIO HDC1200 VHF 136-174 MHz 16CH 2/5W 2000mAH	\$274.26	USA
132-8	Hytera America Incorporated	TC-610U-2	PORTABLE RADIO-YELLOW- UHF 450-470MHz 16CH 2/5W	\$258.54	USA
132-8	Hytera America Incorporated	TC-610U-2-BLK	PORTABLE RADIO-BLACK-UHF 450-470MHz 16CH 2/5W	\$258.54	USA
132-8	Hytera America Incorporated	TC-610V-2	PORTABLE RADIO-YELLOW- VHF 136-174 MHz 16CH 2/5W	\$258.54	USA
132-8	Hytera America Incorporated	TC-610V-2-BLK	PORTABLE RADIO-BLACK VHF 136-174 MHz 16CH 2/5W BLACK	\$258.54	USA
132-8	Hytera America Incorporated	TC-700EXPL US-U7FM	PORTABLE RADIO UHF 400-470 MHz 16CH 4/2/1W INT SAFE	\$459.72	USA
132-8	Hytera America Incorporated	TC-700EXPL US-U8FM	PORTABLE RADIO UHF 450-520 MHz 16CH 4/2/1W INT SAFE	\$459.72	USA
132-8	Hytera America Incorporated	TC-700EXPL US-VFM	PORTABLE RADIO VHF 136-174MHz 16CH INT SAFE	\$459.72	USA
132-8	Hytera America Incorporated	TC-700U-2	PORTABLE RADIO UHF 440-490 MHz 16CH 4W	\$297.84	USA

132-8	Hytera America Incorporated	TC-700U-7	PORTABLE RADIO UHF 400-470 MHz 16CH 4/2/1W	\$297.84	USA
132-8	Hytera America Incorporated	TC-700U-8	PORTABLE RADIO UHF 450-520 MHz 16CH 4/2/1W	\$297.84	USA
132-8	Hytera America Incorporated	TC-700V	PORTABLE RADIO VHF 136-174 MHz 16CH 5Watts	\$297.84	USA
132-8	Hytera America Incorporated	TC-780U-1	PORTABLE RADIO UHF 400-470 MHz 256CH 5/2/1W	\$347.35	USA
132-8	Hytera America Incorporated	TC-780U-2	PORTABLE RADIO UHF 450-520 MHz 256CH 5/2/1W STD ANT 470-520MHZ	\$347.35	USA
132-8	Hytera America Incorporated	TC-780U-2-MD	PORTABLE RADIO UHF 450-520 MHz 256CH 5/2/1W MAN DOWN	\$384.28	USA
132-8	Hytera America Incorporated	TC-780V	PORTABLE RADIO VHF 136-174 MHz 256CH 5W/2W/1W	\$347.35	USA
132-8	Hytera America Incorporated	TM-600U-1	MOBILE RADIO UHF 400-470 MHz 8CH 25W	\$289.98	USA
132-8	Hytera America Incorporated	TM-600U-2	MOBILE RADIO UHF 450-500 MHz 8CH 25W	\$289.98	USA
132-8	Hytera America Incorporated	TM-600V	MOBILE RADIO VHF 136-174 MHz 8CH 25W	\$289.98	USA
132-8	Hytera America Incorporated	TM-610U-1	MOBILE RADIO UHF 400-470 MHz 128CH 25W	\$311.98	USA
132-8	Hytera America Incorporated	TM-610U-2	MOBILE RADIO UHF 450-500 MHz 128CH 25W	\$311.98	USA
132-8	Hytera America Incorporated	TM-610V	MOBILE RADIO VHF 136-174 MHz 128CH 25W	\$311.98	USA
132-8	Hytera America Incorporated	TM-628H-U	MOBILE RADIO UHF 400-470 MHz 128CH 45W	\$347.35	USA
132-8	Hytera America Incorporated	TM-628H-V	MOBILE RADIO VHF 136-174 MHz 128CH 50W	\$347.35	USA
132-8	Hytera America Incorporated	X1e-U1	COVERT 400-470MHZ 4W,GPS,man down, ,IP67,1800mah li-ion battery,dual charger,antenna	\$864.44	USA

132-8	Hytera America Incorporated	X1e-V	COVERT 136-174MHZ 5W,GPS,man down, IP67,1800mah li-ion,dual charger,antenna153-164mhz	\$864.44	USA
132-8	Hytera America Incorporated	X1p-U1 (02)	COVERT PLUS Display 400-470MHZ NA 4W/1W 1024CH 25K/20K/12.5K GPS MD BT IP67 1800mah LI batt charger	\$972.10	USA
132-8	Hytera America Incorporated	X1p-V1 (02)	COVERT PLUS Display 136-174MHZ,NA,5W/1W,1024C H,25K/20K/12.5K,GPS,MD, BT,IP67,1800mah LI batt,charger,	\$972.10	USA



**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

Hytera America Incorporated provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact.

**Eduardo Salazar, [Eduardo.salazar@hytera.us](mailto:Eduardo.salazar@hytera.us), P: (954) 846-1011 , F: 954-846-1672**



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.