



### Agenda Item Details

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Meeting	Nov 12, 2013 - Regular Meeting
Category	7. Consent Agenda
Subject	7.14 Tag-On Bid: 12-TR-86 Motorola Two-Way Mobile Radios With Installation and Two-Way Portable Radios, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Varies
Recommended Action	Motion to approve Tag-On Bid 12-TR-86 Motorola Two-Way Mobile Radios With Installation and Two-Way Portable Radios through School District of Clay County. Bid will be used to purchase mobile and portable radios used District-wide on an as needed basis. The vendors are Austin Communications and First Communications. The contract period is April 19, 2013 through April 16, 2015.

### Public Content

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Request approval of Tag-On Bid 12-TR-86 Motorola Two-Way Mobile Radios With Installation and Two-Way Portable Radios through School District of Clay County. Bid will be used to purchase mobile and portable radios used District-wide on an as needed basis. The vendors are Austin Communications and First Communications. The contract period is April 19, 2013 through April 16, 2015. A copy of the approved documents is attached.

For additional information, please contact Vince Windham, Program Director, Purchasing at (850) 833-7668.

 [TAG-ON BID 12-TR-86.pdf \(438 KB\)](#)

### Administrative Content

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*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

### Motion & Voting

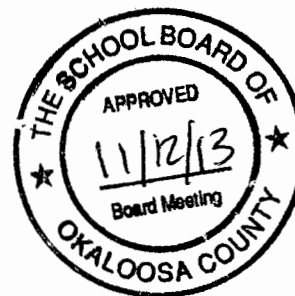
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Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Cathy Thigpen, second by Melissa Thrush.

Final Resolution: Motion Carries

Yes: Dewey Destin, Cathy Thigpen, Melissa Thrush, Rodney Walker





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**Item Author : View Agenda Item**

**Agenda**

April 18, 2013 - Regular Meeting

**Category**

Consent Agenda

**Sub-Category**

Business Affairs

**Item Title**

Bid Renewals April 2013

**Issue/Rationale**

**Issue Rationale for renewals as required per FS 287, DOE 6A-1.01 and School Board Policy**

a. Carpentry Construction County-Wide Bid #10-F-204.

Contract Period is April 19, 2013 through April 18, 2014. This is the final renewal.

b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86.

Contract Period is April 19, 2013 through April 16, 2015. This is the first renewal.

**Recommended Action**

**Extend renewals as follows:**

a. Carpentry Construction County-Wide Bid #10-F-204 - To:

- Core Construction Company
- Piasa Construction, LLC
- Quality Construction of N.E. FL, Inc.

b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86 - To:

- First Communications --Item 2 and 3
- **Release:** Ashtin Communications - Item 1

**Financial Impact**

a. Carpentry Construction County-Wide Bid #10-F-204: Estimated \$25,000.00

b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86:

Estimate \$50,000 per year

**Submitted By**

Dr. George F. Copeland, C.P.A., Assistant Superintendent for Business Affairs

Data Source: Nancy Racine, Director of Purchasing, Accounts Payable and Materials Management

**Attachments: (list)**

No Supporting Documents



# School District of Clay County e-agenda



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## Item Author : View Agenda Item

**Agenda**  
March 17, 2011 Regular Meeting

**Category**  
Consent Agenda

**Sub-Category**  
Business Affairs

**Item Title**  
Bids to Be Awarded March 2011

**Issue/Rationale**  
Issue Rationale for bids to be awarded as required per FS 287, DOE 6A-1.01 and School Board Policy

a. Closed Circuit TV Surveillance Systems Bid #11-F-210, Contract Period is March 18, 2011 through March 17, 2012 and may be renewed for a total agreement term of up to 60 month. – Bid established for the purchase and installation of materials for the Closed Circuit TV Surveillance Systems County Wide. Thirteen (13) bids solicited plus listed on our web site for download and fourteen (14) bids were received, one (1) no bid. The vendor awarded is the lowest most qualified responsive bidder meeting specifications.

b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86, Contract Period is April 22, 2011 through April 18, 2013. – Bid established for the purchase and installation of Motorola Two-Way Mobile Radios installed in district buses and Two-Way Portable Radios used county wide. Twelve (12) bids solicited plus listed on our web site for download and six (6) bids were received. The vendors awarded are the lowest most qualified responsive bidders meeting specifications.

**Recommended Action**  
Award bid as follows:

- a. Closed Circuit TV Surveillance Systems Bid #11-F-210:  
Recommend award to:
  - W.W. Gay Fire & Integrated System, Inc., 522 Stockton Street, Jacksonville, FL 32204
- b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86:  
Recommend award to:
  - Ashtin Communications, 4577 NW 6<sup>th</sup> St. Suite C, Gainesville, FL 32609 – Item 1
  - First Communications, 234 Blountstown Highway, Tallahassee, FL 32304 – Item 2 and 3

**Financial Impact**

- a. Closed Circuit TV Surveillance Systems Bid #11-F-210:  
Estimated \$355,000
- b. Motorola Two-Way Mobile Radios With Installation And Two-Way Portable Radios Bid #12-TR-86:  
1<sup>st</sup> Year Estimate \$50,000

**Submitted By**  
Dr. George F. Copeland, C.P.A., Assistant Superintendent for Business Affairs

Data Source: Nancy Racine, Director of Purchasing, Accounts Payable and Materials Management

**Attachments: (list)**  
No Supporting Documents



[Change Role](#) | [log out](#)

Bertha Staefe - (Purchasing Specialist/Buyer)  
Role : Item Author

Version: 1.1.1.27 - 1.1.2.24

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All Rights Reserved

**BID TABULATION**

OPENED: 1:00 P.M., FEBRUARY 17, 2011

Posted by: [Signature]

Witnessed by: [Signature]

Time / Date: 1:50 pm 2-18-11

**BID #12-TR-86  
MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION  
AND TWO-WAY PORTABLE RADIOS**

<b>Vendor</b>	<b>ITEM 1 XPR4350 Mobile (VHF) PART # AAM27JQC9LA1_N UNIT PRICE</b>	<b>ITEM 2 CP200 Portable (UHF) PART # AAH50RDC9AA1AN UNIT PRICE</b>	<b>ITEM 3 BPR40 Mag One Portable (UHF) PART # AAH84RCS8AA1AN UNIT PRICE</b>	<b>EXTEND TO CLAY COUNTY</b>	<b>EXTEND TO STATE OF FLA</b>
Ashtin Communications	585.49	252.99	157.89	YES	YES
Don Rice Communications	658.00	288.00	159.00	YES	YES
First Communications	NO BID	236.96	148.96	YES	YES
Fisher Communications	709.00	305.00	175.00	YES	YES
Hasty's Communications of FL	621.62	302.00	172.00	YES	YES
Superior Communication, Inc.	1,150.00	314.00	185.00	YES	YES

**RECOMMENDATION:**

Item 1 awarded to Ashtin Communications.

Item 2 awarded to First Communications.

Item 3 awarded to First Communications.

These awarded vendors are the lowest most qualified responsive bidders.

Failure to file a protest within the time prescribed in section 120.53(5), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Clay County School Board  
814 Walnut Street  
Green Cove Springs, FL 32043

Bid opened and tabulated by: [Signature]  
[Signature]

Date: FEBRUARY 17, 2011 @ 1:00 P.M.



**SCHOOL BOARD OF CLAY COUNTY  
INVITATION TO BID  
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY  
814 WALNUT STREET  
GREEN COVE SPRINGS, FLORIDA 32043  
ATTN: PURCHASING DEPARTMENT  
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 18 SHALL BE RECEIVED AT THE OFFICE OF THE  
SUPERINTENDENT OF SCHOOLS UNTIL 1:00 P.M., FEBRUARY 17, 2011 AND MAY NOT BE  
WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: JANUARY 26, 2011

BID TITLE: MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION  
AND TWO-WAY PORTABLE RADIOS BID # 12-TR-86

\*\*\*\*\*

**First**  
**Communications**

Wireless Technology Center  
(850) 576-7113  
234 Blountstown Highway  
Tallahassee, Florida 32304  
1-800-959-2929 • Fax (850) 575-9545

Leila Allen  
State Contract Coordinator

32304

PHONE NUMBER: 850 576-7113

FAX NUMBER: 850 575 9545

E-MAIL ADDRESS: natsales@firstcomm.net

AUTHORIZED SIGNATURE (MANUAL): 

AUTHORIZED SIGNATURE/TITLE (TYPED): CHARLES C. LIVINGSTON JR.

SEALED BID: All bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**NO BID-** I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other <u>N/A</u>

Company Name: FIRST COMMUNICATIONS CO

**MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION & TWO-WAY PORTABLE RADIOS**  
**BID # 12-TR-86**  
**BID SPECIFICATIONS/BID TENDER FORM**

Bid shall be awarded to the lowest most responsive qualified vendor(s) based on **Individual Unit Pricing**. To be considered responsive, vendor must respond to Unit Pricing and submit on Bid Tender Form. However, each unit price shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing are subject to rejection.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	40	<b><u>Motorola XPR4350 Mobile Two-Way Radio</u></b> <b><u>PART # AAM27JQC9LA1_N (VHF)</u></b> Includes: Quarter Wave Antenna (HAD4008A), IMPRES Telephone Style Handset (HMN4098), Shipping, Installation and Programming.	<u>NO SUB</u>	\$ <u>No Bid</u> \$ <u>0<sup>00</sup></u>
2	40	<b><u>Motorola CP200 Portable Two-Way Radio</u></b> <b><u>PART # AAH50RDC9AA1AN (UHF)</u></b> Includes: Battery (NNTN4497_R), Charger (WPLN4138_R), Antenna (UHF Whip 403-520 MHz NAE6483_R), 3" Belt Clip (HLN8255), Operating Instruction Manual, Two (2) Year Warranty on Radio, One (1) Year Warranty on Battery, Shipping and Programming.	<u>NO SUB</u>	\$ <u>236<sup>96</sup></u> \$ <u>9,478<sup>40</sup></u> Additional One Year Warranty For Radio (Q884) <u>21<sup>00</sup></u> \$ <u>840<sup>00</sup></u> Additional Two Year Warranty For Radio (H885) <u>40<sup>00</sup></u> \$ <u>1,600<sup>00</sup></u>
3	40	<b><u>Motorola BPR40 Mag One Portable Two-Way Radio</u></b> <b><u>PART # AAH84RCS8AA1AN (UHF)</u></b> Includes: Battery (PMNN4071_R), Charger (120 Volt-90 Minute Rapid Rate WPLN4238_R), Charger Kit (PMLN4685_R Base-PMLN4829_R Transformer-PMLN4738_R), Antenna (UNH 450-470 MHz- PMAE4020_R), Operating Instructional Manual, One (1) Year Warranty on Radio, Six (6) Month Warranty on Battery, Shipping and Programming.	<u>NO SUB</u>	\$ <u>148<sup>96</sup></u> \$ <u>5,958<sup>40</sup></u>

**NOTE:** On Two-Way Mobile Radios - The successful bidder shall be required to record the following information for the SBCC as each radio is installed:

- SBCC Property Number for Each Radio
- Manufacturer's Serial Numbers for Each Radio
- Bus Number that Radio is Installed In

Company Name: FIRST COMMUNICATIONS CO

**MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION & TWO-WAY PORTABLE RADIOS  
 BID # 12-TR-86  
 BID SPECIFICATIONS/BID TENDER FORM**

Cost List for Additional Accessories / Replacement Items available for the above listed products.

Accessories/Replacement Items for XPR4350

_____	\$	No Bid
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	

Accessories/Replacement Items for CP200

NNTN4497 - Replacement BATTERY (Lithion)	\$	42 <sup>96</sup>
WPLN4138 - Replacement single unit charger	\$	39 <sup>96</sup>
NAE6483 - UHF Replacement Antenna	\$	8 <sup>96</sup>
HLN8255 - Replacement Belt clip	\$	4 <sup>29</sup>
PMNN4013 - Remote speaker microphone	\$	49 <sup>96</sup>
RLN5411 LIGHTWEIGHT HEADSET	\$	43 <sup>96</sup>

Accessories/Replacement Items for BPR40 Mag One

PMNN4071 - Replacement NICAD BATTERY	\$	14 <sup>96</sup>
PMLN5048 Replacement charger	\$	33 <sup>96</sup>
PMAE4020 Replacement UHF Antenna	\$	6 <sup>96</sup>
PMLN4743 Replacement Belt clip	\$	3 <sup>96</sup>
PMNN4008 Remote speaker microphone	\$	21 <sup>96</sup>
RLN4941 Receive Only Earpiece w/CLEAR TUBE	\$	35 <sup>96</sup>

Extend discount to other Government Entities in the State of Florida


YES  NO

Extend discount to other Government Entities in Clay County, Florida

YES  NO

NOTE: ALL BID SHEETS PAGES 1 - 18 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

  
 AUTHORIZED SIGNATURE OF BIDDER

16 FEB 2011  
 DATE



## Warranty Information

### I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA INC. ("MOTOROLA") warrants its MOTOROLA manufactured Radius Communication Products ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

• VL50 Portables	One (1) year	
• CP110 Portables	One (1) year	
• <del>BR40 Portables</del>	<del>One (1) year</del>	
• CP185 Portables	Two (2) years	
• <del>CP200 Portables</del>	<del>Two (2) years</del>	
• CP200XLS Portables	Two (2) years	
• CM200 Mobiles	Two (2) years	
• CM300 Mobiles	Two (2) years	
• Mag One Accessories (except Mag One Battery)	Six (6) months	
• Accessories (including Mag One Battery)	One (1) year	
• Speaker Microphones and Cords	• Carrying Cases	• Antennas
• Rechargeable Batteries	• Chargers	• Duplexers
• Headsets and Earpieces	• Power Supplies	• Telephone Interconnects
• Mobile Microphones and Cords	• External Speakers	• DC and Tone Remote Adapters

Rechargeable Batteries will be replaced during the applicable warranty period if:

- a) the battery capacity falls below 80% of rated capacity, or
- b) the battery develops leakage.

MOTOROLA, at its option, will at no charge either repair or replace this Product during the warranty period provided it is returned in accordance with the terms of this warranty to the place of purchase. Repair, at MOTOROLA'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 MOTOROLA.

This express limited warranty is extended by MOTOROLA 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 manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA 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, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

### II. WHAT THIS WARRANTY DOES NOT COVER:

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies, or repairs (including, without limitation, the addition to the Product of non-MOTOROLA supplied equipment) which adversely affect performance of the Product or interfere with MOTOROLA's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) 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.
- H) Freight costs to the repair depot. Unapproved upgrades or modifications.
  - I. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.



## Warranty Information Cont.

### III. HOW TO GET WARRANTY SERVICE:

To receive warranty service, deliver or send the Product, transportation and insurance prepaid, to the place of purchase along with your proof of purchase or lease and transceiver serial number. Alternatively, call 1-800-927-2744 for other locations.

### IV. GENERAL PROVISIONS:

This warranty sets forth the full extent of MOTOROLA's responsibilities regarding the PRODUCT. Repair, replacement or refund of the purchase price, at MOTOROLA'S option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXTENDED WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

### V. PATENT AND SOFTWARE PROVISIONS:

MOTOROLA will defend at its own expense any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringes a United States patent, and MOTOROLA will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- i. That MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim.
- ii. That MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise and;
- iii. Should the Product or parts become, or in MOTOROLA's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution or reverse engineering of such MOTOROLA software or exercise of rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

### VI. STATE LAW RIGHTS:

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights, and there may be other rights which may vary from state to state.



**SCHOOL BOARD OF CLAY COUNTY  
INVITATION TO BID  
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY  
814 WALNUT STREET  
GREEN COVE SPRINGS, FLORIDA 32043  
ATTN: PURCHASING DEPARTMENT  
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 18 SHALL BE RECEIVED AT THE OFFICE OF THE  
SUPERINTENDENT OF SCHOOLS UNTIL 1:00 P.M., FEBRUARY 17, 2011 AND MAY NOT BE  
WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: JANUARY 26, 2011

BID TITLE: MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION  
AND TWO-WAY PORTABLE RADIOS BID # 12-TR-86

\*\*\*\*\*



**Bill Cox**  
President  
bc Cox@ashtincomm.com

4577 NW 6th St., Suite C, Gainesville, FL 32609  
Tel: 352.373.0505 • 866.373.0505 • Fax: 352.373.0541

380 SE 61st Ct., Ocala, FL 34472  
Fax: 352.789.6158

PHONE NUMBER: 352-373-0505

FAX NUMBER: 352-373-0541

E-MAIL ADDRESS: bc Cox@ashtincomm.com

AUTHORIZED SIGNATURE (MANUAL): William L. Cox

AUTHORIZED SIGNATURE/TITLE (TYPED): William L. Cox President

SEALED BID: All bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**NO BID**- I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other _____

Ashtin Communications, Inc.

Company Name: \_\_\_\_\_

**MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION & TWO-WAY PORTABLE RADIOS**  
**BID # 12-TR-86**  
**BID SPECIFICATIONS/BID TENDER FORM**

Bid shall be awarded to the lowest most responsive qualified vendor(s) based on **Individual Unit Pricing**. To be considered responsive, vendor must respond to Unit Pricing and submit on Bid Tender Form. However, each unit price shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing are subject to rejection.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	40	<u>Motorola XPR4350 Mobile Two-Way Radio</u> <u>PART # AAM27JQC9LA1_N (VHF)</u> Includes: Quarter Wave Antenna (HAD4008A), IMPRES Telephone Style Handset (HMN4098), Shipping, Installation and Programming.	<u>NO SUB</u> \$ <u>585.49</u>	\$ <u>23419.60</u>

**NOTE:** On Two-Way Mobile Radios - The successful bidder shall be required to record the following information for the SBCC as each radio is installed:

- SBCC Property Number for Each Radio
- Manufacturer's Serial Numbers for Each Radio
- Bus Number that Radio is Installed In

Ashtin Communications, Inc.

Company Name: \_\_\_\_\_

**MOTOROLA: TWO-WAY MOBILE RADIOS WITH INSTALLATION & TWO-WAY PORTABLE RADIOS**  
**BID # 12-TR-86**  
**BID SPECIFICATIONS/BID TENDER FORM**

Cost List for Additional Accessories / Replacement Items available for the above listed products.

Accessories/Replacement Items for XPR4350

HAD 4008 / ANTENNA KIT  
HMN 4098 / Telephone style Handset  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ 19.95  
\$ 148.99  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Extend discount to other Government Entities in the State of Florida

YES  NO

Extend discount to other Government Entities in Clay County, Florida

YES  NO

**NOTE: ALL BID SHEETS PAGES 1 - 18 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

*WLC*

AUTHORIZED SIGNATURE OF BIDDER

2/10/2011  
DATE



## CONVENTIONAL BRANDED LIMITED WARRANTY COMMUNICATIONS PRODUCTS

Date 1/1/2011

**I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:**

MOTOROLA INC. ("MOTOROLA") warrants its MOTOROLA manufactured Conventional Branded Communication Products ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

• PR880 Portables	Two (2) year
• HT750 Portables	Two (2) year
• HT1250 Portables	Two (2) year
• EX500 Portables	Three (3) years
• PR1500 Portables	Two (2) years
• MT1500 Portables	One (1) year
• CDM750 Mobiles	Two (2) years
• CDM1250 Mobiles	Two (2) years
• CDM1550 Mobiles	Two (2) years
• PM1500 Mobiles	Two (2) years
• PM1200 Mobiles	Two (2) years
• XTL1500 Mobiles	One (1) year
• XPR Portables	Two (2) years + One (1) year RSA
• <del>XPR Mobiles</del>	<del>Two (2) years + One (1) year RSA</del>
• Pagers	One (1) year

**Accessories :**

- |                                 |                     |                               |
|---------------------------------|---------------------|-------------------------------|
| • Speaker Microphones and Cords | • Carrying Cases    | • Antennas                    |
| • Rechargeable Batteries        | • Chargers          | • Duplexers                   |
| • Headsets and Earpieces        | • Power Supplies    | • Telephone Interconnects     |
| • Mobile Microphones and Cords  | • External Speakers | • DC and Tone Remote Adapters |

Rechargeable Batteries will be replaced during the applicable warranty period if:

- A) the battery capacity falls below 80% of rated capacity, or
- B) the battery develops leakage.

MOTOROLA, at its option, will at no charge either repair or replace this Product during the warranty period provided it is returned in accordance with the terms of this warranty to the place of purchase. Repair, at MOTOROLA'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 MOTOROLA.

This express limited warranty is extended by MOTOROLA 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 manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA 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, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

**II. WHAT THIS WARRANTY DOES NOT COVER:**

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies, or repairs (including, without limitation, the addition to the Product of non-MOTOROLA supplied equipment) which adversely affect performance of the Product or Interfere with MOTOROLA's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) 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.
- H) Freight costs to the repair depot. Unapproved upgrades or modifications.
  - i) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.

**H**

**CONVENTIONAL BRANDED  
LIMITED WARRANTY  
COMMUNICATIONS PRODUCTS**

Date 1/1/2011

**III. HOW TO GET WARRANTY SERVICE:**

To receive warranty service, deliver or send the Product, transportation and insurance prepaid, to the place of purchase along with your proof of purchase or lease and transceiver serial number. Alternatively, call 1-800-927-2744 for other locations.

**IV. GENERAL PROVISIONS:**

This warranty sets forth the full extent of MOTOROLA's responsibilities regarding the PRODUCT. Repair, replacement or refund of the purchase price, at MOTOROLA'S option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXTENDED WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**V. PATENT AND SOFTWARE PROVISIONS:**

MOTOROLA will defend at its own expense any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringes a United States patent, and MOTOROLA will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- i) That MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim.
- ii) That MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise and;
- iii) Should the Product or parts become, or in MOTOROLA's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution or reverse engineering of such MOTOROLA software or exercise of rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

**VI. STATE LAW RIGHTS:**

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights, and there may be other rights which may vary from state to state.