



FINANCE DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF BID NO. 601632-09

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 601632-09 BID PAGES: 26

DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS
AND ACCESSORIES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

_____ Fax on Demand _____ Internet

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 601632-09

ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

The bid package is available as follows:

- Fax on Demand – Call (702) 455-5428 and request Document No. 601632.
- Pick up – Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.
- Mail – Call (702) 455-2897
- Internet – Visit the Clark County website and navigate to the Purchasing and Contracts Department. Click on “Current Contracting Opportunities” and locate Document No. 601632-09 in the list of current solicitations.

A Prebid Conference will be held on **Tuesday, July 21, 2009** at **11:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106.

Bids will be accepted at the Clark County Government Center address specified above, on or before **Monday, August 3, 2009** at **3:00 pm**.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
July 13, 2009

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

FAX ON DEMAND



This fully automated system allows you to request and receive hard copy purchasing information electronically.

To access the system, dial (702) 455-5428 from any touch tone telephone and follow the voice prompts to request/receive the desired information.

The information available from the system includes our bidders list application, schedule of current projects, frequently asked questions, staff information, our workshop schedule, as well as other important and useful purchasing related information.

INTERNET



All Clark County solicitations are now posted on the Internet at <http://www.accessclarkcounty.com/depts/finance/Purchasing/Pages/pcindex9-05.aspx>, as well as other important and useful purchasing related information. To browse to this site simply go to www.accessclarkcounty.com and under "Departments P – Z" select **Purchasing and Contracts**. The solicitations are listed under "**Current Contracting Opportunities.**" To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County. You are encouraged to attend the prebid conference, if one is offered, because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE !

NEED ASSISTANCE?



The Clark County Business Development Division works with the Purchasing and Contracts Division to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Nita Lopez in the Business Development Division, at telephone number (702) 455-3138.

GENERAL INFORMATION

PRICE ADJUSTMENTS

HOW DO I REQUEST PRICE ADJUSTMENTS:

All price adjustments must be made in writing to:

Clark County Finance Department
Purchasing and Contracts Division
500 South Grand Central Parkway
Las Vegas, NV 89106
ATTN: Purchasing Manager

WHAT NEEDS TO BE INCLUDED WITH THIS REQUEST:

Documentation from the manufacturer, published price sheets and/or suitable documentation as specified in the bid document are needed to support your request. The contract number should also be referenced in this letter. Without this information, your price adjustment request cannot be considered.

WHEN CAN I REQUEST A PRICE INCREASE:

Normally bid prices must remain firm for the initial term of the contract. A service price increase is based upon an employment cost index or a consumer price index as specified in the price adjustment clause of the contract. A Goods price increase is based upon suitable proof.

WHAT ABOUT A PRICE DECREASE:

Likewise, any price reduction, which is over a percentage designated in the contract, shall be passed on to the County and suppliers are obligated to treat price decreases as equally as price increases during the tenure of the contract. This price adjustment clause applies to most commodity and service contracts.

HOW FAR IN ADVANCE MUST PRICE ADJUSTMENTS BE REQUESTED:

Advance notice may be 30, 60 or 90 days in advance of the effective date of the adjustment and would be determined by each individual contract. There are a few exceptions.

WHAT ABOUT DISCOUNT FROM LIST PRICING:

Price Adjustment clauses are not applicable for "discount from list" such as manufacturers' price sheets; price lists and catalogs, as the supplier's current list will already reflect market changes. Therefore, while the percent of discount offered by the supplier must remain firm for the term of the contract, the supplier must provide updated price lists to the County user department(s) when updated. Price lists can be submitted once a year per price adjustment period.

I - GENERAL PROVISIONS

BID NO. 601632-09

ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. TERMS

The term "Owner" as used throughout this document will mean the County of Clark, Las Vegas, Nevada.

The term "BCC" as used throughout this document will mean the Board of County Commissioners.

The term "Purchasing Manager" as used throughout this document will mean the Clark County Purchasing Manager or her designee responsible for the Purchasing and Contracts Division.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Susan Tighi, Purchasing Analyst, telephone number (702) 240-3310 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be as identified on Purchase Order.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated Owner contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

6. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available by calling our Fax-On-Demand Information System at (702) 455-5428 and requesting Document 107. The price(s) bid must be net, exclusive of these taxes.

7. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

9. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

10. INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Owner harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless the Owner for any attorneys fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

11. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

12. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

13. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to the Bidder and may not be considered for award.

14. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

15. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

16. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for this contract utilizing **Attachment 1**. The information provided in **Attachment 1** by the Bidder is for the Owner's information only.

If there are any questions regarding **Attachment 1**, please contact Nita Lopez, at telephone number (702) 455-3138.

17. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner to evaluate and consider award.

18. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

19. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped at 3:01 p.m. or after will be returned unopened to the Bidder. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

The following are detailed delivery/mailing instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Government Center 500 South Grand Central Parkway Purchasing and Contracts Division, 4th Floor Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

20. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

21. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

If a Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

23. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

24. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

1. Failure to use the specified Bid Form furnished by the Owner.
2. Lack of signature by an authorized representative.
3. Failure to properly complete the Bid Form.
4. Evidence of collusion among Bidders.

5. Unauthorized alteration of the Bid Form.
6. Failure to fill out the Disclosure of Ownership/Principals form if requested.

Owner reserves the right to waive any minor informality or irregularity.

25. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to the Owner within 24 hours after request. Failure to fill out the subject form by the Bidder shall be cause for rejection of the bid.

26. TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

27. PROTESTS

- A. Any Bidder who submits a bid for this project and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated. The protest must be submitted in writing to the Purchasing Analyst, within 7 calendar days after the bid opening date. If the protest is not resolved by mutual agreement, the Purchasing Analyst will promptly issue a decision in writing to the protestor. Within 3 working days of receipt of the decision, a protestor may submit to the Purchasing Manager or her designee its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or her designee will notify the protestor of the date they may appear to present their appeal to the BCC. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.
- B. If this solicitation has been advertised, the Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 1. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
 2. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards the contract.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the bidder who posted the bond or submitted the security. If the protest is rejected, the OWNER may make a claim against the bond or other security in an equal amount to the expenses incurred by the OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

28. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting vendor.

29. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

30. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of this contract. All request for information will be in writing to the successful Bidder. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

31. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

32. TERMINATION FOR CONVENIENCE

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BCC or the Clark County Finance Department for approval.

33. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this contract, the Owner may **immediately** terminate all or part of the contract upon written notice of intent to terminate without any liability by the Owner to the successful Bidder. In the event of termination for cause, the Owner may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the Owner may deem appropriate and successful Bidder shall be liable to Owner for any excess cost or other expenses incurred by the Owner.

II -GENERAL CONDITIONS

BID NO. 601632-09

ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder lot by lot contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. item by item

2. NOTICE OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PREBID CONFERENCE

A prebid conference is being held for this bid. The intent of the prebid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this contract shall be from date of award through August 31, 2010.

5. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional four (4), one-year period(s) from its expiration date.

6. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 3 months from its expiration date for any reason.

7. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has visited the site and familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

8. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form shall be included in the envelope containing the bid. This document comprises the bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

9. ADDITIONAL BID SUBMITTALS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidders Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

10. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

11. DELIVERY REQUIREMENTS

A. NOTICE OF DELIVERY

Owner shall be given 24 working hours notice prior to delivery. Notify contact as identified on the Purchase Order.

B. LOCATION AND HOURS

Deliveries shall be made to the person identified on the Purchase Order, Monday through Friday (excluding Owner's holidays).

C. MAXIMUM DELIVERY TIME

Maximum delivery time is 14 calendar day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

D. FORCE MAJEURE

The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

E. F.O.B. DESTINATION - FREIGHT PRE-PAID

The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

F. PARTIAL SHIPMENTS

Partial shipments will be permitted.

G. FAILURE TO DELIVER

In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product and/or service is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier.

H. DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within 14 calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.

I. TECHNICAL SERVICE MANUAL

One copy of all technical service manuals shall be submitted to Owner upon request by Owner.

J. SUBMITTAL OF USAGE REPORTS

The successful Bidder shall submit an annual usage report 14 calendar days after the end of the specified period. The report shall list all items purchased by Owner for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

12. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

13. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

14. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

1. Company Name
2. Complete Address (including street, city, state, and zip code)
3. Telephone Number

4. Contact Person
5. Itemized description of products delivered (including quantities) or services rendered (including dates)
6. Clark County Purchase Order Number
7. Company's Tax Identification Number
8. Bid Number
9. Itemized pricing and total amount due (excluding Sales and Use Tax)
10. Percentage Discounts/ Payment Terms (if offered)
11. Company's Invoice Number

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

15. INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7 calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

16. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of the Owner.

17. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, the Owner reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the successful Bidder's obligations under this contract, in whatever manner the Owner determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and the Purchasing Manager or her designee.

18. WARRANTY

The successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of 3 years and 90 days for radios and 1 year for all other items after the final acceptance of the equipment and/or materials. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship within 14 calendar days after notification.

19. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial year price adjustment period(s) (PAP), thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least 30 calendar days in advance, to the Clark County, Nevada, Finance Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if the successful Bidder has been notified in writing of Owner's approval of the new Price(s). Only 1 written price adjustment request(s) will be accepted from the successful Bidder per PAP.

Suitable Proof:

Letter from Manufacturer/ Distributor for all line items in Lot I and Lot II, items 1 through 29.

Percentage Discount:

The pricing on Lot II, item 30 is based on a percentage discount from Motorola's Price List as published at <http://Businessonline.Motorola.com>. The percentage discount is to remain firm for the term of the contract, but said Price List may be updated in accordance with Motorola's Price List as published at <http://Businessonline.Motorola.com>.

20. PRODUCTS

New Product:

The successful Bidder shall guarantee that the product provided to Owner shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

21. NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

22. ENTITIES AUTHORIZED TO USE THE BID

It is hereby understood that the governmental entities listed below may utilize this bid at their option to obtain products at the bid price throughout the term as specified in this document.

Las Vegas Metropolitan Police Department

University Medical Center

Las Vegas Valley Water District

Clark County Water Reclamation District

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the Owner if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, 30 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 30 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 30 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

No prompt payment discount will be considered by the Owner in the bid evaluation process unless the discount period offered by the Bidder is 30 calendar days or more.

III - SPECIAL CONDITIONS

BID NO. 601632-09

ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

This is an annual requirements contract for the replacement of Clark County's existing radios and accessories.

1. Fire Department

a. First year purchases

The Clark County Fire Department (CCFD) has approximately 525 800 Mhz hand held radios and 125 800 Mhz mobile radios. During the first year and remaining years of this contract, CCFD intends to purchase:

Description	First Year	Second Year
Lot II, Item 27 Impress batteries	250	125

b. First year and beyond

i. In addition to the purchases in the first year, the CCFD intends to develop a replacement program for both hand held radios and upgrading our older mobile radios. This replacement program is needed to replace the estimated 15 hand held radios that are damaged beyond repair annually. We have approximately 50 older mobile radios that need to be upgrade and our intent is to upgrade about five of these annually. However, establishing a replacement program is contingent upon receiving capital funding which, at this time is uncertain.

ii. Further, we have opened one station per year annually since 1999. When we open a station we need to purchase six hand held radios and two mobile units. We anticipate that we will continue to open a station annually when the economy improves.

2. On occasion the County may require to purchase Motorola radios and accessories. The purchase of these items would be from the one-time purchases. This does not preclude us from bidding for unknown one-time purchases large projects.

3. All purchases for miscellaneous items listed must include a quote from the awarded supplier. The quote must show:

Part Number;
Description;
Quantity;
Motorola's list price;
Discount listed on bid form; and
Revised price.

CLARK COUNTY, NEVADA

IV - BID FORM

BID NO. 601632-09

ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

Name of Firm

This bid is submitted in response to the Owner's Invitation To Bid and is in accordance with all conditions and specifications in this document.

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
1.	APX-7000 Astro 800 mhz portable: black face: q806 -software Astro digital cal operation, h38 -smartzone system software, q361 -project 25 9600 baud trunking software, db001 -dual band, dd001 -dual display channel capability, q498 -enh mdc & Astro p25 otar w/multikey WPLN4111AR smart rapid charger, ntn9858c nimh impres 2100 mah battery, hln6853 belt clip, 764-870mhz. Dual microphone Neon or Black	H97TGD9PW5 -N	Each	10	x	\$	=	\$
2.	BPR-40 Motorola VHF portable, 50-174 mhz, 8 channel, single unit rapid charger, battery, antenna, belt clip	AAH84KDS8A A1-N	Each	50	x	\$	=	\$
3.	BPR-40 Motorola UHF portable, 450-470 mhz, 8 channels, single unit rapid charger, battery, antenna, belt clip	AAH84RCS8A A1-N	Each	50	x	\$	=	\$
4.	CM 300 CDM Motorola VHF mobile, 146-174 mhz, 32 channels, 25-40 watts, standard microphone, standard bracket, power cable	AAM50KQF9A A1-N	Each	310	x	\$	=	\$
5.	CM CDM300 Motorola VHF mobile, 146-174 mhz , 32 channels, 25-40 watts, with astron power supply sl-15 cdm power supply, RMN5068 black desk microphone	AAM50KQF9A A1-N	Each	20	x	\$	=	\$
6.	CM CDM300 Motorola UHF mobile, 438- 470 mhz, 32 channels, 25-40 watts, standard microphone, standard bracket, power cable	AAM50RPF9A A1-N	Each	50	x	\$	=	\$
7.	CM CDM300 Motorola UHF mobile, 438-470 mhz, 32 channels, 25-40 watts, with astron power supply sl-15 Cdm power supply, RMN5068 black desk microphone	AAM50RPF9A A1-N	Each	20	x	\$	=	\$
8.	CDM 1250 Motorola lowband mobile, 40-60 watts, 42-5 mhz, 64 channels, standard microphone, bracket, power cable	AAM25DKD9A A2-N	Each	15	x	\$	=	\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
9.	CDM1250 Motorola mobile radio, VHF 136-174 mhz, 64 channels, 25-45 watts, standard microphone, standard bracket, power cable,	AAM25KKD9A A2-N	Each	50	x	\$	=	\$
10.	CDM 1250 Motorola mobile radio, VHF 136-174 mhz, 64 channels, 25-45 watts with astron sl-15 CDM, power supplyrmn5068 ,black desk microphone	AAM25KKD9A A2-N	Each	20	x	\$	=	\$
11.	CDM 1550 LS + Motorola mobile radio, VHF 136-174 mhz 160 channels, 25-45 watts, standard microphone, standard bracket, power cable	AAM25KKF9D P6-N	Each	50	x	\$	=	\$
12.	CDM 1550 LS + Motorola mobile VHF 136-174 mhz, 160 channels 25- 45 watts, with astron power supply sl-15 CDM power supply, rmn5068 black desk microphone	AAM25KKF9D P6-N	Each	25	x	\$	=	\$
13.	CDM1250 Motorola mobile, 403-470 mhz,64 channels,25-40 watts, standard microphone, standard bracket, power cable	AAM25RKD9A A2-N	Each	50	x	\$	=	\$
14.	CDM1250 Motorola mobile radio, UHF 403-470 mhz,64 channels,25-40 watts, with astron sl-15 CDM power supply, rmn5068 black desk microphone	AAM25RKD9A A2-N	Each	20	x	\$	=	\$
15.	CDM 1550 LS + Motorola mobile radio, UHF 403-470 mhz, 160 channels, 25-40 watts, standard microphone, standard bracket, power cable	AAM25RKF9D P6-N	Each	50	x	\$	=	\$
16.	CDM 1550 LS+ Motorola mobile UHF, 403-470 mhz, 160 channels, 25-40 watts, with astron power supply sl-15 CDM power supply, rmn5068 black desk microphone	AAM25RKF9D P6-N	Each	20	x	\$	=	\$
17.	HT-750 Motorola lowband portable, 35-50 mhz, 16 channels, antenna, rapid desk charger	AAH25CEC9A A3-N	Each	5	x	\$	=	\$
18.	HT-750 Motorola VHF portable 136-174 mhz,16 channels, single unit rapid charger, battery, antenna, belt clip	AAH25KDC9A A3-N	Each	50	x	\$	=	\$
19.	HT-750 Motorola UHF portable radio, 403-470 mhz,16 channels, single- unit rapid charger, battery, antenna, belt clip	AAH25RDC9A A3-N	Each	50	x	\$	=	\$
20.	HT-1250 Motorola VHF portable radio,136-174 mhz, 128 channels, single-unit rapid charger, battery, antenna, belt clip, display LTD key pad	AAH25KDFAA 5-N	Each	75	x	\$	=	\$
21.	HT-1250 Motorola UHF portable radio,403-470 mhz,128 channels, single-unit rapid charger, battery, antenna, belt clip, display LTD key pad	AAH25RDF9A A5-N	Each	50	x	\$	=	\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
22.	HT-1250 LS+ Motorola VHF portable, 136-174 mhz, 32 channels, single-unit rapid charger, battery, antenna, belt clip, display LTD key pad, 15/16 trunk zones/talk groups, passport trunking	AAH25KDF9D P7-N	Each	25	x	\$	=	\$
23.	HT-1250 LS + Motorola UHF portable, 403- 470 mhz, 32 channels, LTD Keypad, single- unit rapid charger, battery, antenna, belt clip, 15/16 Trunk Zones/talkgroups	AAH25RDH9D P7-N	Each	25	x	\$	=	\$
24.	HT-1550 XLS Motorola VHF portable, 136-174 mhz, 160 channels, single unit rapid charger, battery, antenna, belt clip	AAH25KDN9D U8-N	Each	10	x	\$	=	\$
25.	HT-1550 XLS Motorola UHF portable, 403-470 mhz, 160 channels, single unit rapid charger, battery, antenna, belt clip	AAH25RDN9D U8-N	Each	10	x	\$	=	\$
26.	MTR-2000 100 watt UHFx540 repeater, option x580 , conventional operation x597 required, high performance preselector x265 ,decibel products duplexer, db4077-a ,spectra tac capability x269 , no cabinet	T5766U	Each	10	x	\$	=	\$
27.	MTR- 2000 Motorola 100 watt VHF x530 repeater, option x580 , conventional operation, x597 required, high performance preslector x265 , decibel products duplexer db4062woc-a, spectra tac capability x269 , no cabinet	T5766V	Each	10	x	\$	=	\$
28.	MTR-2000 VHF Motorola voting receiver; x319 , x597 -conventional, x265 -hi performance preselector, x269 -spectra tac cap, l1884 -28v battery revert, no cabinet	T5769/X319	Each	10	x	\$	=	\$
29.	MTR-2000 UHF Motorola voting receiver; x320 , x597 -conventional, x265 hi performance preselector, x269 -spectra tac capability, l1884 -28v battery revert, no cabinet	T5769/X320	Each	10	x	\$	=	\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
30.	XTS-2500 Astro 800 mhz portable black face unit: Q574 –ENH software trunking 9600 baud, q883 - enh 3600/9600 inter-operability, q696 -alt, naf5080 antenna 1/2 wave 7'whip 700/800 mhz, NTN9858C battery nimh impres 1800 mah, Hln6853 belt clip, wpln4111 ar desk smart charger rapid charger, Neon or Black	H46UCF9PW6-N	Each	15	x	\$	=	\$
31.	XTL-2500 800 mhz mobile: g806 -software astro digital call opearation, g51 -smartzone operation, g442 xtl-2500 control head hardware, g444 -control head software, g66 - dash mount, g335 -standard antenna ¼ wave 764-870 mhz and mounting, w22 -standard microphone, b18 -ex-speaker, g114 -enhanced digital id display, g361 -astro project 25 trunking software	M21URM9PW 1-N With dual control option	Each	5	x	\$	=	\$
32.	XTL-2500 800 mhz mobile: g806 -software astro digital call opearation, g51 -smartzone operation, g442 xtl-2500 control head hardware, g444 -control head software, g66 - dash mount, g335 -standard antenna ¼ wave 764-870 mhz and mounting, w22 -standard microphone, b18 -ex-speaker, g114 -enhanced digital id display, g361 -astro project 25 trunking software, gaa0092 – dual control, g67 remote Hardware mount, g610 remote mount cable/10 meters (30 ft)	M21URM9PW 1-N With dual control option	Each	10	x	\$	=	\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
33.	XTL-5000 800 Mhz mobile: 10-35 watts, 764-870 mhz, g806- software Astro digital cal operation, g51- smartzone operation, g442- Xtl-2500 05 control head, g444- control head software, g66- dash mount, g335- standard antenna 1/4 wave 764-870 mhz and mounting, b18- ex-speaker, g114- enhanced digital id display, g361- astro project 25 trunking software, **project 25 9600 baud trunking software, HLN6863A- acc-connector, gaa0092 – dual control, g67 remote Hardware mount, g610 remote mount cable/10 meters (30 ft), w22 microphone	M200URS9PW1-N	Each	10	x	\$	=	\$
34.	XTL-5000 800 Mhz mobile: 10-35 watts, 764-870 mhz, g806- software Astro digital cal operation, g51- smartzone operation, g442- Xtl-2500 05 control head, g444- control head software, g66- dash mount, g335- standard antenna 1/4 wave 764-870 mhz and mounting, b18- ex-speaker, g114- enhanced digital id display, g361- astro project 25 trunking software,**project 25 9600 baud trunking software, HLN6863A- acc-connector	M20URS9PW1-N	Each	50	x	\$	=	\$
35.	XTS-5000 Astro 800 mhz portable model -2 3x2 keypad display. black face model: q806- software Astro digital cal operation, h38- smartzone system' software, q361- project 25 9600 baud trunking, q361xx-p25, h14- enhanced ptt id display, h499- submersible, q696- antenna, ntn9858c battery nimh impress, WPLN4111AR charger, smart rapid, HLN6853 belt clip Neon or Black	H18UCF9PW6-N	Each	60	x	\$	=	\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT I – MOTOROLA VHF,UHF, 800 MHZ AND LOW BAND RADIOS, NO SUBSTITUTE ALL RADIOS PURCHASED FROM THIS BID SHALL INCLUDE THE USUAL 90 DAY WARRANTY AND AN ADDITIONAL EXTENDED THREE-YEAR WARRANTY								
36.	XTS 5000 Model II 3x2 Keypad Display 764-870 MHZ 1-3W 1000 Channel Q806 ADD: Software Astro Digital CAI Operations H38 Smartzone System Software Package Option Q361 ENH: Project 25 9600 Baud Trunking Software H14 ENH: Enhanced Digital ID Display H207 DEL: Battery Altogether NNTN6034A ADD: IMPRES SMART 4150 MAH Li-ion Batteryfor XTS-5000 Portable H499 ALT: Ruggedized Housing Option H64 Yellow Housing Q696 ALT: Antenna ½ Wave 7" Whip 700/800 MHZ	H18UCF9PW6 N	Each	15	x	\$	=	\$
LOT I – Items 1 - 36 Grand Total								\$

Item	Description	Part Number	Unit of Measure	Estimated Annual Quantity	x	Unit Price	=	Extended Total
LOT II – MOTOROLA ACCESSORIES No substitute								
1.	800/700 MHZ gain antenna	RRA4983	Each	75	x	\$	=	\$
2.	CDM-1250 mobile DC power cable	HKN4192	Each	100	x	\$	=	\$
3.	Ear Tips	5080370E97	25/PK	125	x	\$	=	\$
4.	GR-1250/CDM-1250/CDM-1550LS+ mobile microphone	RMN5068A	Each	25	x	\$	=	\$
5.	HT-1000 desk rapid charger	RPX4747	Each	50	x	\$	=	\$
6.	HT-1000 multi-bank charger	WPLN4108BR	Each	10	x	\$	=	\$
7.	HT-1000 multi-bank charger, Impress Batteries	WPN4108	Each	25	x	\$	=	\$
8.	HT-1000 NIMH 7.2 nickel cad battery	NTN7144 CR	Each	200	x	\$	=	\$
9.	HT-1000 NIMH impres battery	HNN9028AR	Each	75	x	\$	=	\$
10.	HT-1250/750 battery	HNN9009	Each	200	x	\$	=	\$
11.	HT-1250/750 Multi-bank charger	WPLN4187A	Each	10	x	\$	=	\$
12.	HT-750/1250 desk charger impress	WPLN4182A	Each	50	x	\$	=	\$
13.	HT-750/1250 multi-charger impress	WPLN4187A	Each	10	x	\$	=	\$
14.	HT-750/1250 NIMH impres battery	HNN4001	Each	75	x	\$	=	\$
15.	M1225 EX-mobile speaker	HSN9008	Each	150	x	\$	=	\$
16.	MCS-2000 mobile mounting bracket	HLN6356B	Each	25	x	\$	=	\$
17.	MT-1000 battery	NTN5447	Each	40	x	\$	=	\$
18.	MTS/XTS surveillance microphone	BDN6667	Each	50	x	\$	=	\$
19.	P1225 battery	HNN9049	Each	40	x	\$	=	\$
20.	Remote speaker microphone	PMMN4051	Each	50	x	\$	=	\$
21.	Spectra mobile microphone	HMN1080A	Each	75	x	\$	=	\$
22.	VHF MTS-2000/HT-1000 wideband antenna	8505518V01	Each	125	x	\$	=	\$
23.	XTL-5000/7000 mobile microphone	HMN1080	Each	50	x	\$	=	\$
24.	XTS -5000 vehicular charger	WPLN4208B	Each	100	x	\$	=	\$
25.	XTS- 5000/APX 7000 desk charger impress	WPLN4111AR	Each	150	x	\$	=	\$
26.	XTS-2500/5000/7000 impres battery	NTN9857C	Each	300	x	\$	=	\$
27.	XTS-5000 Impress Smart 4150 MAH Li-ion Battery	NNTN6034A	Each	250	x	\$	=	\$
28.	XTS-2500/5000/7000 remote speaker microphone with coiled cord	PMMN4045	Each	100	x	\$	=	\$
29.	XTS-2500/5000/APX 7000 multi-charger impress	NTN1667A	Each	75	x	\$	=	\$

Item	Motorola's Published List Price as detailed on Motorola's website Businessonline.motorola.com	Estimated Annual Spend	x	Percentage Discount from Motorola's Published List	=	Extended Total
30.	800/700 antenna Adapters Belt Clip Chargers Control Flex Board Desk Microphones Microphones Mounting Brackets Power Cables Speakers Volume Knobs And other miscellaneous Radios items and options not listed.	\$70,000	x	(1 - _____%)	=	\$
LOT II – Items 1 - 30 Grand Total						\$

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

1. **Attachment 1**, Subcontractor Information, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. **ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.**

SIGNATURE OF BIDDER

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

DATE

OUT OF TOWN SUPPLIER'S
TOLL-FREE OR COLLECT CALL NUMBER

EMAIL ADDRESS

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

Attachment 1
BID NO. 601632-09
ANNUAL REQUIREMENTS CONTRACT FOR MOTOROLA RADIOS AND ACCESSORIES

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
 7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
12. Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
- ☐ No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name:

(Include d.b.a., if applicable)

Business Address:

Business Telephone:

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity

Print Name

Date