



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 6/2/2016

Staff Contact: Laura Tadman and James Jacklett

Agenda Title: For Possible Action: To approve the purchase of Motorola equipment through Joinder Contract #06913 (effective through June 30, 2018) through NASPO (National Association of State Procurement Officials) for a not to exceed amount of \$61,256.22 to be funded from the receiving department's operating budgets and the court's restricted funds. (Laura Tadman, ltadman@carson.org and James Jacklett, jjacklett@carson.org)

Staff Summary: This order consists of 23 public safety hand held radios that will be issued to the officers of the requesting departments and used daily in the performance of their duties. These radios will significantly improve the ability for these first responders to communicate by providing enhanced coverage, improved audio quality, greater battery life, increased interoperable channel capacity, and full compatibility with the existing City public safety radio system. The distribution of radios to departments is: Justice Court(4), District Court(3), Juvenile Court(1), Department of Alternative Sentencing(6), and Juvenile Probation(9).

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of Motorola equipment through Joinder Contract #06913 through NASPO (National Association of State Procurement Officials) for a not to exceed amount of \$61,256.22 to be funded from the receiving department's operating budgets and the court's restricted funds.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

101-4710-412.08-11 \$10,653.26, 101-4710-412.08-78 \$7,989.94, 101-4505-423.06-70 \$2,663.31,

101-4710-412.08-79 \$15,979.88, 101-4505-423.03-67 \$23,969.83

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Current balances: 101-4710-412.08-11 \$92,934, 101-4710-412.08-78 \$47,085,
101-4505-423.06-70 \$65,770,
101-4710-412.08-79 \$21,117, 101-4505-423.03-67 \$40,360

Alternatives

Do not approve purchase.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



Quote Number: QU0000362948
 Effective: 18 MAY 2016
 Effective To: 16 AUG 2016

Bill-To:

CARSON PUBLIC WORKS, CITY OF
 3505 BUTTI WAY
 CARSON CITY, NV 89701
 United States

Ultimate Destination:

CARSON PUBLIC WORKS, CITY OF
 3505 BUTTI WAY
 CARSON CITY, NV 89701
 United States

Attention:

Name: HECTOR ESTRADA
 Phone: 775-283-7569

Sales Contact:

Name: Dan Pena MR
 Email: danp@sierraelectronics.com
 Phone: 775-359-1121

Contract Number: NASPO ValuePoint
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	23	H98KGF9PW6AN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	\$2,467.14	\$56,744.22
1a	23	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
1b	23	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS		
1c	23	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)		
1d	23	H35BU	ADD: CONVENTIONAL OPERATION		
2	23	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$80.04	\$1,840.92
3	16	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM *	\$75.37	\$1,205.92
4	7	RLN5313BXL	1 WIRE RECEIVE ONLY SURVEILLANCE KIT WITH TRANSLUCENT TUBE, EXTRA LOUD	\$34.58	\$242.06
5	10	NTN2571B	ASSEMBLY, ACCESSORY, WIRELESS ACCY KIT, NFP	\$89.01	\$890.10
6	10	PMLN7052A	AUDIO ACCESSORY-SURVEILLANCE,1-WIRE SURVEILLANCE KIT FOR OCW/MCW	\$33.30	\$333.00

Total Quote in USD

\$61,256.22

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (\$34409)

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT

Motorola Solutions
PO Box 98098, Las Vegas, NV 89193
(hereinafter "Contractor")

And

State of Nevada
 Department of Administration, Purchasing Division
 515 E Musser St., Carson City, NV 89701
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Category: Radios	
Subcategory: Portable, Dual-Band	Subcategory: Mobile, Single-Band tier II
Subcategory: Portable, Single-Band tier I	Subcategory: Mobile, Single-Band tier III
Subcategory: Portable, Single-Band tier II	Subcategory: Desktop, Dual-Band
Subcategory: Portable, Single-Band tier III	Subcategory: Desktop, Single-Band tier I
Subcategory: Mobile, Dual-Band	Subcategory: Desktop, Single-Band tier II
Subcategory: Mobile, Single-Band tier I	
Category: Base Stations/Repeaters: Single-Band tier I	
Category: Base Station/Repeaters, Single-Band tier II	
Category: Mobile Radio Antennas	

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

No Changes Are Required

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Name	Henry Johnson-Senior Account Manager
Address	PO Box 98098, Las Vegas, NV 89193
Telephone	702-617-1734
Fax	702-617-1735
E-mail	henry.johnson@motorolasolutions.com

Participating Entity

Name	Gail Burchett, Purchasing Officer II
Address	515 E Musser Street, Suite 300, Carson city, NV 89701
Telephone	(775) 684-0172
Fax	(775) 684-0188
E-mail	gburchett@admin.nv.gov

5. Subcontractors:

All Motorola dealers/resellers/distributors authorized in the State of Nevada, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Motorola dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services). "All contracts and PO's must be made out to Motorola Solutions, Inc. No subcontractors or order fulfillers are authorized to receive POs or contracts on this contract."

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 3288 and the Lead State Master Agreement number: 06913.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter

hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>Nevada</i>	Contractor: Motorola Solutions, Inc.
By: <i>Kimberlee Tarter</i>	By: <i>Larry Mabry</i>
Name: Kimberlee Tarter <i>Kimberlee Tarter</i>	Name: Larry Mabry
Title: Deputy Administrator	Title: MSSSI Vice President & Director Sales
Date: December 31, 2015	Date: January 5, 2016

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5708
E-mail	thay@naspovalupoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovalupoint.org to support documentation of participation and posting in appropriate data bases]



Contract number: 06913

Contract name: Public Safety Communication Equipment

Contract Amendment

Date Issued: January 25, 2016

Effective Date: July 1, 2016

Amendment Number: 1

Contractor Name: Motorola Solutions

This Contract Amendment is issued under the provisions of the contract referenced above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment – Per contract 06913 Section 1.5 Contract Term, DES offers to extend the contract with Motorola Solutions for an additional two (2) years effective July 1, 2016 through June 30, 2018.

Authorizing Signatures

FOR CONTRACTOR: <i>Motorola Solutions</i> 10680 Treena Street San Diego, CA 92131		FOR STATE OF WASHINGTON: <i>Department of Enterprise Services</i> 1500 Jefferson Street SE PO Box 41411 Olympia, WA 98504-1411	
Contact Name:	Travis Boettcher	Contact Name:	Neva Peckham
Contact Title:	MSSSI Vice President	Contact Title:	Contracts Specialist
Contact Phone:	480-980-9579	Contact Phone:	360-407-9411
Contact Email:	travisb@motorolasolutions.com	Contact Email:	Neva.Peckham@des.wa.gov
Signature:	<i>T. Boettcher</i>	Signature:	<i>Neva Peckham</i>
Date:	1/27/16	Date:	2/25/16
		DES Approving Manager:	
		Contact Name:	Farrell Presnell
		Contact Title:	Assistant Director, Department of Enterprise Services
		Contact Phone:	360-407-8820
		Contact Email:	Farrell.Presnell@des.wa.gov
		Signature:	<i>F. Presnell</i>
		Date:	4.1.2016