

CS-12-233

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# CONTRACT MANAGEMENT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT TRACKING NO.

cm1966

2013 APR 23 PM 2:16

2013 JUN 20 AM 9:25

## CONTRACTOR INFORMATION

Name: Motorola

Address: 1307 East Algonquin Road; Schaumburg, IL 60196

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contractor's Administrator Name: Alex Cordova Title: North Florida Customer Svc. Mgr.

Tel#: 850-294-5559 (cell) Fax: 850-656-6832 Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Motorola Service Agreement Contract Value: \$13,637.04

Brief Description: Motorola, through Hasty's Communications (their authorized manufacturer's rep), one year service agreement for maintenance, support or other services for subscriber units - mobile & two-way radios.

Contract Dates : From: 05/01/13 to 04/30/14 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                |                        |                   |                            |
|----|--|----------------|------------------------|-------------------|----------------------------|
| 1. | <u>[Signature]</u>                         | <u>4-17-13</u> | <u>49255525-546020</u> | <u>\$5,682.50</u> | <u>May - Sept 13</u>       |
|    | Department Head Signature                  | Date           | Funding Source/Acct #  |                   |                            |
| 2. | <u>Charlotte Young</u>                     | <u>6-6-13</u>  | <u>49000000-155000</u> | <u>\$7,955.50</u> | <u>(Oct 13 - April 14)</u> |
|    | Contract Management                        | Date           |                        |                   |                            |
| 3. | <u>[Signature]</u>                         | <u>6-19-13</u> | <u>49255525-546020</u> | <u>\$5,682.10</u> | <u>May - Sept 13</u>       |
|    | Office of Management & Budget              | Date           |                        |                   |                            |
| 4. | <u>[Signature]</u>                         | <u>6/21/13</u> | <u>49000000-155000</u> | <u>\$7,954.94</u> | <u>Oct - April</u>         |
|    | County Attorney (approved as to form only) | Date           |                        |                   |                            |

Comments: \_\_\_\_\_

### COUNTY MANAGER FINAL SIGNATURE APPROVAL

[Signature] 6/28/13

Ted Selby Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original & certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED  
COUNTY MANAGER'S OFFICE  
13 JUN - 7 PM 3:27  
13 JUN 24 AM 11:55  
RECEIVED  
COUNTY MANAGER'S OFFICE

CONTRACT MANAGEMENT

RECEIVED



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001016397
Contract Modifier: RN23-JAN-13 12:14:55

Date: 04/17/2013

Company Name: Nassau County Fire Rescue
Attn:
Billing Address: 96135 Nassau Pl
City, State, Zip: Yulee,FL,32097
Customer Contact: Chief Matt Graves
Phone: (904)491-7525

Required P.O.: No
Customer #: 1036350601
Bill to Tag #: 0001
Contract Start Date: 05/01/2013
Contract End Date: 04/30/2014
Anniversary Day: Apr 30th
Payment Cycle: ANNUAL
PO #:

Table with 5 columns: QTY, MODEL/OPTION, SERVICES DESCRIPTION, MONTHLY EXT, EXTENDED AMT. Includes rows for recurring services, subtotal, taxes, and contractor information.

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Handwritten signature and date over the line: AUTHORIZED CUSTOMER SIGNATURE, TITLE, DATE

Printed name: Ted Selby over the line: CUSTOMER (PRINT NAME)



CSR

5/1/2013

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MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE  
Alexander Cordova Jr 850-294-5559  
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

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Company Name: Nassau County Fire Rescue  
Contract Number: S00001016397  
Contract Modifier: RN23-JAN-13 12:14:55  
Contract Start Date: 05/01/2013  
Contract End Date: 04/30/2014

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than

the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL

LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.


17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

Nassau County Board of County Commissioners  
Sole Source/Single Source Certification Form

Vendor Name: Motorola Department: Fire Rescue  
Address: 1307 East Algonquin Rd Department Head Signature:   
Schaumburg, IL 60196  
Phone: 850-294-5559 Date: April 17, 2013  
Contact Name: Alex Cordova  
Account: 49255525-546020 Cost: \$13.637.04

Description of Commodity:

One year maintenance service agreement for mobile & two-way radios.

Check one (1) of the following two (2) choices:

- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Motorola, through Hasty's Communications (their authorized manufacturer's rep), one year service agreement for maintenance, support or other services for subscriber units--mobile & two way radios.

Approval:

 6/28/13  
County Manager Date



## Constance Holmes

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**From:** Cordova Alex-C12255 [C12255@motorolasolutions.com]  
**Sent:** Wednesday, June 05, 2013 9:28 AM  
**To:** Constance Holmes  
**Subject:** RE: Sole Source Letter

Good morning Constance,

We agree to net 45 days.

Thank you,

Alex Cordova  
North Florida Customer Service Manager  
Cell: 850-294-5559  
Fax: 850-656-6832

---

**From:** Constance Holmes [mailto:cholmes@nassaucountyfl.com]  
**Sent:** Wednesday, June 05, 2013 9:26 AM  
**To:** Cordova Alex-C12255  
**Subject:** RE: Sole Source Letter

Alex,

The County has one other item. Does Motorola agree to the net 45 versus net 30 days for payment? Please let me know by e-mail and it will be incorporated in the agreement. Thank you.

Constance C. Holmes  
Fire Rescue Headquarters  
96160 Nassau Place  
Yulee, FL 32097  
904.491.7525  
904.321.5748/fax

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**From:** Cordova Alex-C12255 [mailto:C12255@motorolasolutions.com]  
**Sent:** Wednesday, June 05, 2013 8:51 AM  
**To:** Constance Holmes  
**Subject:** Sole Source Letter  
**Importance:** High

Good morning Ms. Holmes,

I attached the sole source letter. Again, I apologize for any inconvenience the delay has caused.

Thank you and I appreciate your business.

Alex Cordova  
North Florida Customer Service Manager  
Cell: 850-294-5559  
Fax: 850-656-6832

6/5/2013



May 1, 2013

Chief Matthew A. Graves  
Nassau County Fire & Rescue

Subject: Motorola Authorized Service Providers

Chief Graves:

Motorola Solutions is committed to providing high quality and responsive services to meet the warranty and on-going maintenance requirements of our service customers. Motorola Solutions Authorized Service Subcontractors located throughout the United States provide the closest point of contact to Motorola's customer base. In order to promote continued customer satisfaction, Motorola Solutions will assess each of its authorized service subcontractors with respect to their general operations and ability to perform systems service functions for Motorola Solutions.

The "Motorola System Service Subcontractor Assessment" program is the institutionalized vehicle to establish our service subcontractors. Motorola Solutions' goal is to subcontract system support agreements from an availability pool of technically competent service subcontractors who, on an as needed basis, possess the test equipment, service structure, qualified technicians, training, capacity, and quality assurance processes to meet contractual requirements of our customer base.

Hastys' Communications in Jacksonville meets, and in many cases, exceed the requirements of this assessment. Hastys' Communications is Motorola Solutions' Authorized Service Provider in Nassau County. They are our vendor of choice in executing warranty and service of Motorola Solutions' contractual obligations.

Hastys' Communications is the Authorized Manufacturers Representative for the purchase of Motorola Solutions' equipment in Nassau County and surrounding area.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alexander Cordova', with a large, stylized flourish at the end.

Alexander Cordova  
North Customer Support Manager  
Office: 850-294-5559

## Constance Holmes

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**From:** Cordova Alex-C12255 [C12255@motorolasolutions.com]  
**Sent:** Wednesday, April 17, 2013 8:32 AM  
**To:** Constance Holmes  
**Subject:** Nassau County Fire 2013-2014 Maintenance Contract  
**Importance:** High  
**Attachments:** Nassau County Fire 2013-2014 Maintenance Contract.pdf

Good morning Ms. Holmes,

I received the contract this morning. Again, I apologize for the delay. Please let me know if you have any questions.

The maintenance value did not increase this year ☺.

Have a great day.

Thank you,

Alex Cordova  
North Florida Customer Service Manager  
Cell: 850-294-5559  
Fax: 850-656-6832