

RESOLUTION NO.: 127-2023  
INTRODUCED BY: MAYOR THOMAS

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH DENNIS R. SPAULDING, INC. (dba COMMSERV) THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR MOTOROLA TWO-WAY RADIOS FOR THE DEPARTMENT OF PUBLIC SERVICE.**

WHEREAS, the Service Director of Public Service and Properties has requested the purchase of Motorola two-way radios to be used for crew member communications in and out of vehicles instead of using cell phones;

WHEREAS, the Charter of the City of Richmond Heights provides that this Council may authorize purchases exceeding twenty-five thousand dollars without public competitive bidding where the City is participating in cooperative purchasing programs of political subdivisions, and Sourcewell is a local government unit, corporation and public agency under the laws of the state of Minnesota which awarded a competitively bid contract for Motorola two-way radios to Dennis R. Spaulding, Inc. (dba CommServ);

WHEREAS, the Director has obtained a proposal from CommServ to provide Motorola Digital Radios under Sourcewell Contract #38946 in the amount of \$38,918.85.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into a purchase agreement with Dennis R. Spaulding, Inc. (dba CommServ) for Motorola Digital Radios and support services as set forth in the proposal to the Department of Public Service, dated August 2, 2023, a copy of which is attached hereto as Exhibit A, for a total amount not to exceed \$38,918.85;

Section 2: The Director of Finance is authorized to expend funds from the ARPA Fund in the amount deemed necessary to cover the cost of the purchase authorized in Section 1.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 12, 2023

APPROVED: September 12, 2023

ATTEST: Donnie L. Hunter  
Donnie L. Hunter  
Clerk of Council

Kim A. Thomas  
Kim A. Thomas, Mayor

Bobby Jordan  
Bobby Jordan  
President of Council

Exhibit A

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**PROPOSAL**



**PREPARED FOR:**

Richmond Hts. Service Dept.
Sourcewell ID# 38946
Att: Ryan Tiedman
26260 Chardonview Road
Cleveland, OH 44143

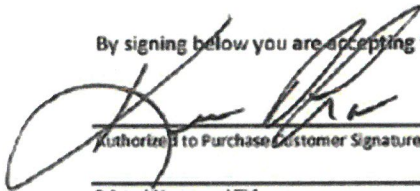
<b>QUOTATION #:</b>	Q032023
<b>SOURCEWELL CONTRACT #</b>	042021-MOT
<b>DATE:</b>	8/02/2023
<b>VALID THROUGH:</b>	11/02/2023
<b>PREPARED BY:</b>	Sam Spaulding
<b>PHONE:</b>	440-354-3715
<b>EMAIL:</b>	sam@comm-serv.com

**DESCRIPTION OF WORK**

Motorola MOTOTRBO Digital Radios to be used to cover the City of Richmond Heights. Proposed to use/share the repeater that is owned by Highland Heights Service Dept., allowing for interoperability if needed. Richmond Hts. Would have the 2<sup>nd</sup> slot on the repeater as their own. An FCC License would be needed for Talkaround channels – used for directing traffic, etc.

QTY	MODEL #	DESCRIPTION	LIST \$	SOURCEWELL DISC. \$	EXT. SOURCEWELL \$
1	AAM28QPN9WA1AN	MOTOROLA UHF XPR5550e BASE STATION*	\$ 1,352.00	\$ 1,149.20	\$ 1,149.20
1	RMNS050	DESK MIC	\$ 129.60	\$ 110.16	\$ 110.16
1	SEC-1212XPR5000	POWER SUPPLY	\$ 213.75	\$ 213.75	\$ 213.75
1	PARTS	ANTENNA & PARTS FOR BASE STATION	\$ 1,036.00	\$ 880.60	\$ 880.60
7	AAM28QPN9WA1AN	MOTOROLA UHF XPR5550e MOBILE	\$ 1,352.00	\$ 1,149.20	\$ 8,044.40
7	RHM4136	IGNITION SENSE CABLE	\$ 37.80	\$ 32.33	\$ 224.91
7		UHF ANTENNA - T80 (depends on truck roof)			\$
13	AAH06RDN9WA1AN	MOTOROLA R7 UHF PORTABLE	\$ 1,516.00	\$ 1,288.60	\$ 16,751.80
13	QA08150	REMOTE SPEAKER MIC	\$ 146.88	\$ 124.85	\$ 1,623.05
11	H951	OMIT STANDARD CHARGER	\$ (17.00)	\$ (17.00)	\$ (187.00)
2	PMPN4284	MULTI UNIT CHARGER	\$ 707.60	\$ 601.29	\$ 1,202.58
<b>SERVICES</b>					
1		FCC LICENSE FOR TALKAROUND CHANNEL	\$ 560.00	\$ 476.00	\$ 476.00
1		BASE ANTENNA INSTALLATION	\$ 775.00	\$ 658.75	\$ 658.75
7		MOBILE INSTALLATION	\$ 207.00	\$ 175.95	\$ 1,231.65
Subtotal of Equipment					\$ 30,013.45
Freight					
Services					\$ 2,356.40
CommServ Essential Support Services					\$ 6,539.00
<b>Total</b>					<b>\$ 38,918.85</b>

By signing below you are accepting the attached Commserv Terms and Conditions.


8/25/23  
 Authorized to Purchase Customer Signature (Required) Date  
 \_\_\_\_\_  
 Printed Name and Title  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_



**COMMSEV Essential On-Site Support:**

**CommServ Essential On-Site Support Services for Proposed Project:**

Number of Years Included:

Total \$ for years included:

Accept CommServ's Essential Support Service Plan by Initialing to the right:

\* Dollar amount must be indicated for Acceptance to Apply.

Labor to Service equipment under the manufacture warranty period.

- Travel to the customer site for service calls.
- Service Monday through Friday 8 a.m. to 5 p.m. excluding holidays.
- Handling of all warranty repairs with Motorola and/or other vendors on your behalf.
- \*Required software updates on Motorola Infrastructure and Subscribers.

**\*MotoTRBO Software Update Policy:** MotoTRBO Software refers to the firmware and core application software for MotoTRBO Infrastructure and Subscribers.

**\*MotoTRBO Technical Support Policy:** Technical support will be limited to MotoTRBO Infrastructure and devices with software levels within the supported window, which is currently defined as to 2 years after the general availability of a MotoTRBO Software release.

**\*MotoTRBO Hardware Repair Policy:** If the equipment sent to Motorola Solutions for repair has firmware that is within the 2-year support window, it will be repaired and delivered back with the same firmware, otherwise it will be updated with the latest firmware and subject to applicable license fees.

**Declining of Services:**

I understand that if I choose to decline the CommServ Essential On-Site Support as quoted, I will be charged for all service work, including that which equipment is under manufacture warranty. All services will be charged at the below CommServ Standard Rates:

**CommServ Standard Service Rates**

- Service Call = \$115.00
- Technician Services and Project Management = \$122.00/hour
- System Installation = \$150.00/hour
- Vehicle Installation = \$125.00/hour

**Motorola Essential Services:** An additional Flat Rate charge will be incurred for Motorola Depot to update radio firmware prior to repair if the unit is out of compliance. Unit must be within 2 software versions of the current to not incur this additional fee. Flat Rate charge provides this software for a 3-year period.

**Manufacture Warranty** will cover parts, as specified by each manufacture during the warranty period. CommServ services are not covered under the product manufacture's warranty. CommServ will charge for technical labor and travel for service calls regardless of warranty status of equipment.

If parts are not covered under the manufacture warranty due to outside of the scope of warranty, or liquid damage or Acts of God, CommServ will notify the customer of repair and/or replacement parts cost.

By declining the CommServ Essential On-Site Support Services, you are acknowledging that you will be charged for all services at the above listed rates or at the CommServ current service rates.

**Terms-** Terms of payment are subject at all times to the approval of Dennis R. Spaulding INC, dbe CommServ hereinafter called CommServ, credit department. Payment options: Cash with Order, Cash on Delivery or Net 30. Forms of payments include: Cash, Check, MasterCard, Visa, or American Express.

**Damage or Claim Loss-** CommServ responsibility for damage or loss in transit of goods purchased ceases upon delivery of the goods in good condition to the carrier and the buyer assumes all risk of damage and loss in transit. Claims for errors, deficiencies or imperfections shall not be considered unless made within ten (10) days after receipt of the goods against which the claim is made. All claims must be made in writing and must expressly refer to the appropriate bill of lading and factory order numbers. Any goods deemed defective shall be subject to inspection by CommServ. Goods will not be taken back and repaired or replaced except by permission of CommServ.

**Cancellations-** Orders placed with CommServ may not be cancelled without express written consent of CommServ. Approved cancellations will be subject to, reimbursement of all CommServ costs and associated with the order, including shipping and restocking charges.

**Product Changes-** In the interest of continuous product improvement CommServ or any manufacturers represented by CommServ may fill orders with goods having improvements or changes that are not shown in CommServ's price catalogs or printed matter.

**Warranty-** New equipment sold by CommServ carries the warranty of the manufacturer unless otherwise stated in the contract. These products must be properly installed, cared for, and operated under normal conditions, with competent supervision, and in accordance with the manufacturer's installation, operating and maintenance instructions.

CommServ will not be responsible for performance deficiencies of the system caused by ancillary equipment not furnished by CommServ, attached to or used with the system provided hereunder. Additionally, CommServ will not be responsible for system performance where the functionality is reduced for reasons beyond CommServ control, including but not limited to i) the construction of a building that adversely affects the microwave path reliability or RF coverage; ii) the addition of additional frequencies at system sites that cause RF interference or intermodulation; iii) Customer changes to load usage and/or configuration outside the parameters originally specified; iv) any other act of parties who are beyond CommServ's control, including customer or its employees, contractors, consultants or agents.

Replacement parts purchased from CommServ are warranted for a period of 90 days from date of invoice against defects in material and workmanship. Parts furnished by CommServ on a warranty basis are warranted only to the expiration date of the warranty of the product they are part of.

This warranty supersedes and is in lieu of all other warranties express or implied, and no person, agent, or representative is authorized to give an additional warranty on behalf of CommServ or assume for CommServ any other liability in connection with any supplied product.

No warranty is given in connection with used products and equipment, or products or equipment altered or rebuilt, without CommServ or the manufacturer's approval, unless otherwise specified.

**General Indemnity-** CommServ agrees to indemnify and hold customer harmless from all liabilities which may occur against customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by CommServ negligence, the actions or negligent inactions of CommServ, or that of its employees, subcontractors, or agents while on the customer's premises during the delivery, installation, or testing of the communications system pursuant to this agreement.

CommServ indemnification of customer under this section will be the full extent of CommServ's indemnification of customer from liabilities that are in any way related to CommServ's performance under this agreement.

**CommServ Liability-** CommServ will use its best efforts to fill all orders given and accepted but it shall not be responsible or liable for delays or defaults occasioned by strikes, fires, floods, differences with workmen, accidents, the exercise of governmental authority, inability to obtain, or shortage of material, fuel, labor, or transportation, for any reason and all causes unavoidable or beyond CommServ's control. CommServ will not be responsible for any consequential damages arising from the installation or lack of performance of the equipment supplied on the face of this order.

**Assignability-** This agreement may not be assigned by either party without the prior consent of the other party except that CommServ may assign the agreement to any of its affiliates or its right to receive payment without the prior consent of customer. No assignment will release the assigning party from its obligations hereunder.

**Title-** Title of goods shipped by CommServ will remain its property until full payment is received. CommServ reserves the right to repossess all goods and remove without legal process, and that any payments which may have been made on account of same shall be retained by CommServ as liquidated damages without prejudice to its right of recovery of further damage it may suffer from any cause.

**Waiver-** CommServ's failure to object to provisions contained in the customer's order or any other communications shall not be deemed a waiver of the terms of conditions hereof nor acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon CommServ unless in writing and signed by an authorized officer of CommServ.

**Taxes-** Any taxes that may be imposed upon the sale of the goods covered by this agreement, whether by Federal, State, or Local Government, shall be paid by the buyer in addition to the specified purchase price.

**Proprietary Rights-** All plans, specifications, drawings, and engineering data devised or designed by CommServ shall remain the exclusive property of CommServ and shall not be reproduced or altered excepting upon written consent of authorized representatives of CommServ.

**Governing Law-** This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in Palmsville, Ohio, Leno County









## Motorola XPR 5550E

With this dynamic evolution of MOTOTRBO digital mobile radios, you're better connected, safer and more productive. The XPR 5550e is designed for the mobile user who refuses to compromise. With high-performance integrated voice and data, and advanced features for efficient operation, these next-generation radios deliver complete connectivity to your organization.

Here's what's new in these next-generation radios:

- Integrated Wi-Fi
- Over-the-air software updates
- Bluetooth® 4.0

Each XPR5550e Standard Package Includes:

- Compact Microphone (RMN5052)
- Low Profile Bracket (RLN6469A)
- 10 ft Power Cable (HKN4191)
- Radio Operation Quick Reference Cards and Safety Manual with Quick Reference Guides
- 5 Year Essential Repair and Software Warranty



**\*Radio model pictured may vary from product offered**