

Vendor Name: _____

THE CITY OF MIDLAND

DETAIL SHEET

FOR

26005331

Sale of Radio Communication Equipment & Accessories

ITEM	DESCRIPTION	QTY	COST EA.	TOTAL
1	XG-25M DES ENCRYPTION	31	\$ _____	\$ _____
2	UNITY (FOR FIRE)	13	\$ _____	\$ _____
3	XG-75M/M7300/M5300, 35W	70	\$ _____	\$ _____
4	XG-100 TRANSCEIVER	55	\$ _____	\$ _____
5	M7100 (NEW IN BOX)	34	\$ _____	\$ _____
6	MACOM CONTROL HEAD	197	\$ _____	\$ _____
7	HARRIS CONTROL HEAD	178	\$ _____	\$ _____
8	TRANSMISSION IMPAIRMENT MEASURING SET	11	\$ _____	\$ _____
9	POWER SUPPLY	1	\$ _____	\$ _____
10	M7100 TRANSCEIVER	153	\$ _____	\$ _____
11	M7300/M7533 TRANSCEIVER	191	\$ _____	\$ _____
12	MOBILE ANTENNA	111	\$ _____	\$ _____
13	DESKTOP CHARGERS	581	\$ _____	\$ _____
14	SPEAKERS	453	\$ _____	\$ _____
15	FIRE XG-75 PORTABLE (YELLOW)	116	\$ _____	\$ _____
16	XG-75 PORTABLE (BLACK)	219	\$ _____	\$ _____
17	XG-95 PORTABLE	20	\$ _____	\$ _____
18	XG-75e NO KEYPAD	9	\$ _____	\$ _____
19	XG-25 PORTABLE	242	\$ _____	\$ _____
20	MACOM HARRIS CONTROL HEAD	54	\$ _____	\$ _____
21	MACOM TRANSCEIVER WITH CONTROL HEAD	8	\$ _____	\$ _____
22	MACOM TRANSCEIVER WITHOUT CONTROL HEAD	1	\$ _____	\$ _____
23	MOBILE MICROPHONE (L BEND)	283	\$ _____	\$ _____
24	MACOM MOBILE MICROPHONE	165	\$ _____	\$ _____
25	KT008608 MOUNTS	262	\$ _____	\$ _____

ITEM	DESCRIPTION	QTY	COST EA.	TOTAL
26	FP-GEORION MOUNTS	30	\$ _____	\$ _____
27	KT-80310 MOUNTS	36	\$ _____	\$ _____
28	HAVIS CONTROL HEAD MOUNTS	146	\$ _____	\$ _____
29	13056 MOUNTS	13	\$ _____	\$ _____
30	RANDOM MOUNTS	30	\$ _____	\$ _____
31	FM-104859 MOUNTS	502	\$ _____	\$ _____
32	XG-25 MOBILE (IN BOX)	20	\$ _____	\$ _____
33	TRIMBLE	79	\$ _____	\$ _____
34	TRIMBLE WIRING	12	\$ _____	\$ _____
35	MISC CUT UP TOWER CABLING		\$ _____	\$ _____
36	MOBILE ANTENNA CABLE	17	\$ _____	\$ _____
37	TRANSCEIVER CABLE	30	\$ _____	\$ _____
38	5300 IN BOX	3	\$ _____	\$ _____
39	PORTABLE BATTERY BELT CLIPS	320	\$ _____	\$ _____
40	PORTABLE ANTENNA	495	\$ _____	\$ _____
41	MOBILE MICROPHONE BUTTON MOUNT	59	\$ _____	\$ _____
42	MOBILE SPEAKER TRANSCEIVER SPEAKER CONNECTOR	168	\$ _____	\$ _____
43	BATTERY BELT CLIP BUTTON	54	\$ _____	\$ _____
44	HELIAX (R) CABLE	84	\$ _____	\$ _____
45	ZERO PORTABLE HOLSTER	22	\$ _____	\$ _____
46	14011-001-03 RADIO HOLSTER	40	\$ _____	\$ _____
47	14035-4201-01 PORTABLE HOLSTER	8	\$ _____	\$ _____
48	PORTABLE BATTERY	868	\$ _____	\$ _____
49	XG-45 PORTABLE	14	\$ _____	\$ _____
50	MACOM BASE RADIO	7	\$ _____	\$ _____
51	JAGUAR PORTABLE MICROPHONE	34	\$ _____	\$ _____
52	PORTABLE MICROPHONE	346	\$ _____	\$ _____
53	WHELEN MICROPHONE	12	\$ _____	\$ _____
54	YELLOW OTTO PORTABLE MICROPHONE	20	\$ _____	\$ _____
55	XG-25 MOBILE MICROPHONE	193	\$ _____	\$ _____
TOTAL ITEMS		7120	\$ _____	\$ _____
			TOTAL BID:	\$ _____

VENDOR CONTACT:

The City Of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152
Midland, TX 79702 OR EMAIL purchasing@midlandtexas.gov

A. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT.

THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE

BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. WAIVER:

BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
- 2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
- 4. AWARD OF THE CONTRACT.**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

_____ Company Name	_____ Date
_____ Authorized Signature	_____ Phone
_____ Print Above Name	_____ Fax
_____ E-mail Address	