



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



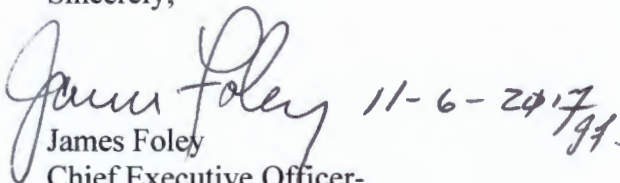
Metropolitan Washington Council of Governments
777 North Capitol Street
Suite 300
Washington, DC 20002-4291
Mr. Rick D. Konrad
Cooperative Purchasing Program Manager
Office of Finance and Accounting
RE: Contract 18-009 (Subscriber Radios)

Dear Mr. Konrad,

Enclosed with this correspondence is our signed copy of the contract for subscriber radios as indicated. Tactical Public Safety LLC looks forward to being a long standing and responsible supplier partner for the COG.

If there is any other information required or questions regarding this matter, please direct them to me personally as I will be the Corporate Officer responsible for maintaining this contract.

Sincerely,

 11-6-2017

James Foley
Chief Executive Officer-
Customer Solutions
Tactical Public Safety LLC
856-857-8130
Jim.Foley@tacticalpublicsafety.com



Metropolitan Washington
Council of Governments

Contract #18-009

Subscriber Radio Equipment

CONTRACT #18-009

This CONTRACT, made this 7th day of November 2017, by and between METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS, located at 777 N. Capitol Street, N.E., Washington, D.C. 20002 ("COG"); and Tactical Public Safety, LLC, a New Jersey corporation, at 1036 Industrial Drive, West Berlin, New Jersey 08091 ("CONTRACTOR").

The Project is: A Regional Cooperative Purchase Subscriber Radio Equipment

COG and CONTRACTOR agree as set forth below:

ARTICLE 1. CONTRACT DOCUMENTS

The CONTRACT shall consist of this CONTRACT and other documents issued prior to the execution of this CONTRACT including:

- RFP #17-016
- IFB
- RFQ
- Addenda (3)
- Scope of Work
- Specifications
- Plans and/or Drawings
- Contractor’s bid/proposal/quote
- COG Standard Terms & Conditions (attached as Exhibit A)
- Cooperative Rider Clause (attached as Exhibit B)
- Pricing Summary (attached as Exhibit C)
- Additional attachments – Answers to RFI’s (attached as Exhibit D)

These documents form the CONTRACT and are incorporated herein by reference. In the event there is a conflict between the documents comprising the CONTRACT, the following order of precedence shall apply: (a) This CONTRACT; (b) Exhibit A -Standard Terms and Conditions; (c) Proposal Documents RFP No. 17-016; (d) CONTRACTOR's Proposal; (e) CONTRACTOR’s Request For Information (“RFI”) responses. The CONTRACT represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

In addition to the foregoing, the Participating Agencies (“Participating Agencies”/”Participating entities”/”Members”) will enter into Purchase Orders with COG and TPS for performance of the specific work for the Agency set forth in Article 2. Upon execution of such Purchase Orders by all parties, the Participating Agencies shall have all rights and remedies of COG set forth in the CONTRACT.

ARTICLE 2. THE WORK

In consideration of the receipt and fulfillment of Purchase Orders with Participating Agencies as set forth herein CONTRACTOR agrees to furnish and deliver to said Agencies all equipment, training, and software described in the CONTRACT pursuant to the CONTRACT requirements.

ARTICLE 3. PERIOD OF PERFORMANCE

The Period of Performance shall commence as of the effective date of this CONTRACT and continue for a period of 36 months. Delivery of the individual purchases submitted by Participating Agencies shall be made by CONTRACTOR as set forth in Purchase Orders originating from those Agencies.

COG may at its own discretion, and based on the CONTRACTOR's performance, extend this CONTRACT for up to two (2) additional three (3) year periods. During all periods of performance, the Rider Clause (Exhibit B) shall be in full effect and binding on the CONTRACTOR.

ARTICLE 4. PAYMENTS BY PARTICIPATING AGENCIES FOR PURCHASE ORDERS

Participating Agencies shall pay CONTRACTOR for purchases under the CONTRACT based on the pricing provided in the CONTRACTOR'S proposal, amendments, and based on the CONTRACTOR'S answers to the RFI. A price summary sheet is attached as Exhibit C.

No work should begin without a Purchase Order from the Participating Agency.

ARTICLE 5. PAYMENTS

It is understood that payment to the CONTRACTOR by Participating Agencies is dependent upon receipt of funds from the specific Participating Agency's budget authority.

Invoices must include the Project Name, the COG contract number (#18-009), and the Participating Agency Purchase Order number.

ARTICLE 6. FEES TO COG

In consideration of the efforts of COG in the making of this procurement and CONTRACT and affording it to Participating Agencies, the CONTRACTOR must include a 1% administrative fee to be paid to COG by CONTRACTOR in each purchase by a Participating Agency. Contractor will be responsible for tracking and rebating this fee back to COG semi-annually based on gross sales for the periods covering May 1 – October 31 and November 1 – April 30 with payments due on November 30th and May 31st of each year on all contracts/Purchase Orders made pursuant to this CONTRACT.

THE PARTIES hereto have executed this CONTRACT as of the day, month and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS (COG)

TACTICAL PUBLIC SAFETY, LLC

By: Chuck Bean

By: James Foley

Signature: Chuck Bean

Signature: James Foley

Title: Executive Director

Title: CEO

Date: 11-7-2017

Date: 11-6-2017

EXHIBIT A

Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("COG") contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "COG" includes COG, its various members, agencies, employees or agents as may be appropriate. The term "Contract" shall include a document entitled "agreement" or any other title on a document that is denoting a contract.

Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this agreement or by law.

Compliance with Law. The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with the professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Contingent Fee Prohibition. The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not

paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

Force Majeure. Neither COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or members or Contractor's reasonable control. COG and/or members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the jurisdiction with whom the agreement is executed without regard to principles of conflicts of law.

Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify COG and members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG and/or members, their officers, agents and employees.

Independent Contractor.

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of COG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide COG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name COG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members prior to the time any services are provided providing coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide COG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

Nondiscrimination. A contractor who is the recipient of COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

Ownership of Documents and Materials.

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. COG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or members.

- C. The Contractor shall indemnify and save harmless COG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless COG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after COG's and/or members receipt of a proper invoice from the Contractor.

Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the COG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

Responsibility of Contractor.

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by COG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above it shall, if required by COG and/or members, perform at its own expense and without additional cost to COG and/or members, those services necessary for the

correction of any deficiencies of damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to COG and/or members under the "Remedies" paragraph, or otherwise available by law.

Severability/Waiver. COG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

Subcontracting or Assignment. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members deem appropriate.

Survival. The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG and/or members may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at COG's and/or members option, become COG's and/or member's property. COG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and COG and/or members can affirmatively collect damages.

Termination of Contract for Convenience. The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon written notice to the Contractor, when COG and/or members determines such termination is in the best interest of COG and/or members. The termination for convenience is effective on the date specified in COG's and/or members written notice. COG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-Year Contract. If COG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG's and/or members rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and COG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 7/22/2017)

Exhibit B

Cooperative Rider Clause

The Metropolitan Washington Council of Governments ("COG") is offering this solicitation to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

A lead agency format is used to accomplish this work. COG is the Lead Agency in this procurement and has included Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- A. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- B. To provide to COG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- C. Contract obligations rest solely with the participating entities only;
- D. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, Proposers are urged to consider the broad reach and appeal of Metropolitan Washington region with public and non-profit entities in this region.

A list of the participating members of the COG can be found at the following web links
www.COG.org/purchasing-and-bids/cooperative-purchasing/member-links/

Other agencies in the region may be permitted to ride this contract, including, but not limited to, the Baltimore Metropolitan Council members. www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

**EXHIBIT C
CONTRACT PRICING**

Item		Description	COST (Per Unit)
1FS	MAIN	XL-200P Full Spectrum	\$ 3,355.75
		OPTIONS -	
1FS	A	Ruggedized Housing	INCL
1FS	B	OTAP SOFTWARE	INCL
1FS	C	ENCRYPTION	INCL
1FS	D	OTAR SOFTWARE	INCL
1FS	E	MULTIKEY SOFTWARE	INCL
1FS	F	GPS SOFTWARE	INCL
1FS	G	INTRINSICALLY SAFE (Available December 1 st ,	\$ 227.50
1FS	H	CONVENTIONAL FAILSOFT MODE (Available	INCL
1FS	I	LTE Upgrade (Factory installed)	\$ 640.25
	a	Automatic Failsoft (April 2018)	\$ 500.00
	b	3000 ID subscribers (April 2018) [Phase I]	\$ 300.00
	c	7000 ID subscribers (April 2019) [Phase II]	\$ 600.00
	d	250 Zones (see a) April 2018	INCL
1SB	MAIN	XL-200P Single Band	\$ 3,355.75
		OPTIONS -	
1SB	A	Ruggedized Housing	INCL
1SB	B	OTAP SOFTWARE	INCL
1SB	C	ENCRYPTION	INCL
1SB	D	OTAR SOFTWARE	INCL
1SB	E	MULTIKEY SOFTWARE	INCL
1SB	F	GPS SOFTWARE	INCL
1SB	G	INTRINSICALLY SAFE (Available December 1 st ,	\$ 227.50
1SB	H	CONVENTIONAL FAILSOFT MODE (Available	INCL
1SB	I	LTE Upgrade (Factory installed)	\$ 640.25
	a	Automatic Failsoft (April 2018)	\$ 500.00
	b	3000 ID subscribers (April 2018) [Phase I]	\$ 300.00
	c	7000 ID subscribers (April 2019) [Phase II]	\$ 600.00
	d	250 Zones (see a) April 2018	N/C
2	MAIN	XG-75P System Model	\$ 2,533.25
		OPTIONS -	
2	A	Ruggedized Housing	INCL
2	B	OTAP SOFTWARE	INCL
2	C	ENCRYPTION	INCL
2	D	OTAR SOFTWARE	INCL
2	E	MULTIKEY SOFTWARE	INCL

3	MAIN	XG-75P Scan Model	\$ 2,403.25
		OPTIONS -	
3	A	Ruggedized Housing	INCL
3	B	OTAP SOFTWARE	INCL
3	C	ENCRYPTION	INCL
3	D	OTAR SOFTWARE	INCL
3	E	MULTIKEY SOFTWARE	INCL
4	MAIN	TP 9400	\$ 3,282.75
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	\$ 198.75
4	B	MULTICAST VOTING SCAN	INCL
4	C	MANDOWN OPERATION	INCL
4	D	DVRS ACTIVATION	N/A
4	E	ENHANCED DATA	N/A
4	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	N/A
4	G	TRACTICAL RADIO STUN/KILL	INCL
4	H	DIGITAL TONE SINGNALING	INCL
4	I	LONE WORKER FUNCTION	INCL
4	J	LINK LAYER AUTHENTICATION	\$ 75.00
4	K	USER IP DATA	\$ 187.50
4	L	BLUETOOTH FUNCTIONALITY	INCL
4	M	GPS DISPLAY AND LOCATION SERVICES	INCL
4	N	CHGR SINGLE FAST LI-ION US PLUG PACK	\$ 62.25
4	O	CHGR MULTI LI-ION WALL KIT US CABLE	\$ 603.75
5	MAIN	TP9400 IS	\$ 3,692.25
		OPTIONS -	
5	A	OVER THE AIR PROGRAMMING (OTAP)	\$ 198.75
5	B	MULTICAST VOTING SCAN	INCL
5	C	MANDOWN OPERATION	INCL
5	D	DVRS ACTIVATION	N/A
5	E	ENHANCED DATA	N/A
5	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	N/A
5	G	TRACTICAL RADIO STUN/KILL	INCL
5	H	DIGITAL TONE SINGNALING	INCL
5	I	LONE WORKER FUNCTION	INCL
5	J	LINK LAYER AUTHENTICATION	\$ 75.00
5	K	USER IP DATA	\$ 187.50
5	L	BLUETOOTH FUNCTIONALITY	N/A
5	M	GPS DISPLAY AND LOCATION SERVICES	INCL
5	O	CHGR MULTI LI-ION WALL KIT US CABLE	\$ 603.75
6	MAIN	TP9400 IS	\$ 3,692.25
		OPTIONS -	

6	A	OVER THE AIR PROGRAMMING (OTAP)	\$ 198.75
6	B	MULTICAST VOTING SCAN	INCL
6	C	MANDOWN OPERATION	INCL
6	D	DVRS ACTIVATION	N/A
6	E	ENHANCED DATA	N/A
6	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	N/A
6	G	TRACTICAL RADIO STUN/KILL	INCL
6	H	DIGITAL TONE SINGNALING	INCL
6	I	LONE WORKER FUNCTION	INCL
6	J	LINK LAYER AUTHENTICATION	\$ 75.00
6	K	USER IP DATA	\$ 187.50
6	L	BLUETOOTH FUNCTIONALITY	N/A
6	M	GPS DISPLAY AND LOCATION SERVICES	INCL
7	MAIN	XG-25M Front Mount:	\$ 2,590.30
8	MAIN	XG-75M Scan Front Mount:	\$ 3,209.25
9	MAIN	XG-75M System Front Mount:	\$ 3,469.75
10	MAIN	XG-100M Front Mount:	\$ 3,600.00
11	MAIN	TM9400-Dash Mount	\$ 4,141.50
		OPTIONS -	
11	A	OVER THE AIR PROGRAMMING (OTAP)	\$ 198.75
11	B	MULTICAST VOTING SCAN	INCL
11	C	DVRS ACTIVATION	N/A
11	D	ENHANCED DATA	N/A
11	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	N/A
11	F	TRACTICAL RADIO STUN/KILL	INCL
11	G	DIGITAL TONE SINGNALING	INCL
11	H	MANDOWN OPERATION	INCL
11	I	LONE WORKER FUNCTION	INCL
11	J	LINK LAYER AUTHENTICATION	\$ 75.00
11	K	USER IP DATA	\$ 187.50
11	L	GPS DISPLAY AND LOCATION SERVICES	INCL
12	MAIN	TM9400 - Remote Mount	\$ 4,259.25
		OPTIONS -	
12	A	OVER THE AIR PROGRAMMING (OTAP)	\$ 198.75
12	B	MULTICAST VOTING SCAN	INCL
12	C	DVRS ACTIVATION	N/A
12	D	ENHANCED DATA	N/A
12	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	N/A
12	F	TRACTICAL RADIO STUN/KILL	INCL
12	G	DIGITAL TONE SINGNALING	INCL

12	H	MANDOWN OPERATION	INCL
12	I	LONE WORKER FUNCTION	INCL
12	J	LINK LAYER AUTHENTICATION	\$ 75.00
12	K	USER IP DATA	\$ 187.50
12	L	GPS DISPLAY AND LOCATION SERVICES	INCL
OPTIONAL ITEMS			
Item		Description	COST (Per Unit)
	Option	XG-75P Scan Model	
MAEV-PA2U	A	Hi-Capacity Battery upgrade (3000 mAh rating or better)	\$ 91.00
EV-PA3R	B	Hi-Capacity Spare Battery	\$ 52.00
EV-PA3R	C	Standard Capacity Spare Battery	\$ 52.00
MAEV-	D	Desk Chargers	\$ 78.00
MAEV-	E	Multi-Unit Chargers (minimum of 6 slots)	\$ 487.50
MAEV-	F	Swivel Carry Case	\$ 22.75
MAEV-	G	Speaker Mic with Antenna	\$ 87.75
	Option	XG-75P System Model	
MAEV-PA2U	A	Hi-Capacity Battery upgrade (3000 mAh rating or better)	\$ 91.00
EV-PA3R	B	Hi-Capacity Spare Battery	\$ 52.00
EV-PA3R	C	Standard Capacity Spare Battery	\$ 52.00
MAEV-	D	Desk Chargers	\$ 78.00
MAEV-	E	Multi-Unit Chargers (minimum of 6 slots)	\$ 487.50
MAEV-	F	Swivel Carry Case	\$ 22.75
MAEV-	G	Speaker Mic with Antenna	\$ 87.75
MAH2-	H	Vehicular Charger	\$ 97.50
EV-AE1V	I	Bluetooth Remote Speaker Mic	\$ 194.35
	Option	XG-25M Front Mount	
	A	Remote Mount	\$ 91.00
	B	Dual Control Head	\$ 393.25
	C	Hand Held Control Head	\$ 68.25
	D	Headset Interface System	
	E	Control Station Option (power supply,	\$ 6,514.25
	F	Programming and installation of Remote	\$ 495.00
	G	Programming and installation of Dual	\$ 945.00
	H	Programming and installation of Hand Held	\$ 495.00
	Option	XG-75M System Front Mount	
	A	Control Station Option (power supply,	\$ 6,774.75
	Option	XG-100M Front Mount	
	A	Remote Mount	\$ 91.00

	B	Dual Control Head	\$ 393.25
	C	Hand Held Control Head	\$ 68.25
	D	CH100 Touchscreen Control Head	\$ 500.00
	E	Headset Interface System	
	F	Control Station Option (power supply,	\$ 6,848.25
	G	Motorcycle Mount	\$ 429.00
	H	Outside (external to vehicle) speaker	\$ 17.55
	I	Programming and installation of Remote	\$ 91.00
	J	Programming and installation of Dual	\$ 393.25
	K	Programming and installation of Hand Held	\$ 68.25

Exhibit D

Tactical Public Safety Response
October 20, 2017
MWCOG Additional Information Request

We have several more questions that we need answers to in relation to the Subscriber Radio proposal as we continue our review of the offerings. They are the following -

1. If able, please provide a reference or references (preferred) that are using Motorola platforms and Harris radios similar to the ones that are being offered to COG
We have provided an extensive list of references ALL of which have deployed Harris P25 Radios on Motorola platforms. We have also included a map of the NCR Harris P25 Network which supports Federal Agencies and U.S. Military and utilizes approximately 20,000 P25 radios both from Harris and Motorola, incorporating over 100 interop partner agencies, much of which overlaps the MWCOG member agencies geography. Upon request specific reference contact information can be made available.

Motorola P25 Network

DOJ IWN, RSDU unit of FBI
AWIN (Arkansas Statewide P25) Conway, AK
AWIN Garland County, AK Sheriff
Camden County, NJ Delaware River Port Auth.
NJ State Police PSIC System, Atlanticare EMS
USAF Air National Guard U.S. and Possession
Territories Fire and Emergency Management
deployed on **89 separate installations globally!**
USMC All West Coast bases operations personnel
USMC All First Responders on bases nationwide
USAF Cannon AFB New Mexico
Roanoke County, VA (City of Salem and Vinton)
USAF Shaw AFB Sumpter, SC
USAF Moody AFB Georgia
USAF Laughlin AFB Texas
KCMO Kansas City, MO
MARRS State of Missouri
Coral Springs, FL
Phoenix, AZ
MSWIN State of Mississippi (Panola and Jackson
Counties)
South Texas Rio Grande Valley System
State of Minnesota
State of Ohio
Ministerio de Seguridad Publica Costa Rica
Instituto Costarricense de Electricidad Costa Rica
ICE Costa Rica
El Salvador Army

US Customs and Border Protection
State of Michigan
Clayton County, GA (Cities of Lovejoy and Lake)
Gwinnett County, GA
State of Georgia Multiple Agencies
Department of Homeland Security
Fulton County, GA
State of Idaho (Depts. Of Corrections and Fish
and Game
US ARMY Subscriber Unit and
Accessories(SURAC) Moto P25 System
certification testing successfully completed
entire Harris P25 product line
City of Savannah, GA
Lafayette County, MS (on State of Mississippi)
City of Cleveland (on State of Ohio)
Golden Gate Bridge and Transportation District

Harris Model Radios on Network

XL-200P
XL-200P
XL-200P, XG-25P
XG-25P
XL-200P

XL-200P (tens of thousands deployed globally)
XG-100P (pre-XL-200P generation multi-band))
XG-100P and XG-100M
XL-200P
XL-200P
XL-200P
XL-200P and Unity 100 M
XG-75P
XL-200P
XL-200P
XL-200P
TP9400 and TM9400

TP9400 and TM9400
TP9400 and TM9400
TP9400 and TM9400
TP9400 and TM9400
XL-200P
XL-200P
XG-25P and XG-75P
XG-100M

XL-200P (first order totalled 18,000 units will eventually
replace entire fleet of around 80,000 radios
TP9400 and TM9400, XG-100M, XG-100P, XL-200P
XL-200P
XL-200P
XL-200P
XG-100P, XL-200P
XL-200P

XL-200P

radios not yet deployed on networks as of this date
TP9400P and TP9400M
TP9400P and TP9400M
TP9400P and TP9400M
TP9400P and TP9400M

2. Provide in writing an outline of Harris' plans and timetables relating to the following questions –

- a. What is your plan for Failsoft within the region to include encrypted communications in current Motorola P25 Failsoft Network?

Please provide a timetable of your rollout to deal with this challenge.

We already support manual failsoft and plan to support automatic failsoft required by Motorola P25 Network Users as of April 2018 including up to 250 Zones of Operation this will require a discounted feature upgrade purchase as follows and is field upgradeable:

Part number XL-CFM250 \$500.00

- b. The NCR have approximately 40,000 subscribers that are interoperable. At any one time, there could be up to 7,000 of these subscribers working together on the same incident. It is the desire of the NCR to be able to identify each subscriber unit via a call list so incident command does not have to guess who is transmitting. For example, an emergency activation needs to be quickly identified by the dispatch center and incident command.

What is your plan, timeline, and capacity potential to accommodate this need?

We will be able to support 3000 concurrently as of April 2018 and this will require a discounted feature upgrade purchase as follows and is field upgradeable;

Part number XL-A3000 \$300.00

We will be able to support 7000 as of April 2019 and this will require a discounted feature upgrade purchase as follows and is field upgradeable;

Part number XL-A7000 \$600.00

- c. We have the potential need for 250 zones (with 16 talkgroups apiece) to be utilized in a multiband subscriber unit. **We will support 250 Zones as of April 2018 please see above.**

What is your plan and timetable to accommodate this request?

- d. Based on your answers would any subscriber purchased on this contract *prior* to the implementation of these measures be updated with these new capabilities at no cost to the owner?

These items are field upgradeable and DO come with a cost, as identified above, to the owner.

Additionally in the case where we know some of the COG member agencies have deployed Motorola ADP Encryption (which is not compliant to the APCO P25 Standard) Harris offers the following equivalent that will provide ADP interoperability:

Part number XL-PL8Y \$20.00 Encryption Lite (ADP Equivalent)

4. If possible, please provide a list of supporting infrastructure and software that members would need to support these radios if they choose to use the Harris platform. Provide pricing as well.

Members would need to purchase Harris RPM2 Programming Software as follows for Harris Radio Models:

Part number

Windows-Based Radio Programming Software

N	SS-SW1E	895.00	RPM/RPM2 WITH ANNUAL UPDATES (NO DONGLE)
N	SS-SW1D	1,095.00	RPM/RPM2 W/MAST DONGLE & ANNUAL UPDATES
N	SS-SW1M	1,095.00	RPM/RPM2 W/DIST DONGLE & ANNUAL UPDATES

RPM supports the following radio models in P25 trunked, EDACS trunked, and Conventional modes: Unity® XG-100P, Unity XG-100M, XG-75P, XG-75M, P7300, M7300, P7200, M7200, P5300, M5300, P5400, P5500, P7100IP, P5200, P5100, XG-25P, XG-25M, XG-15P, Jaguar™ 700P, and Jaguar 725M.

RPM2 supports the following radio models in P25 trunked, EDACS trunked, and Conventional modes: XL-200P, XG-75P, XG-25P, XG-15P, Unity XG-100M, XG-75M, and XG-25M

Harris P25 Radio Programming Cables

Harris Portables

N	XL-CJ3A	170.00	CABLE, USB, PROGRAMMING, XL-200P
N	XPCJ3A	170.00	CABLE, USB, PROGRAMMING, UNITY XG-100P
S	CA-023407-001	190.00	CABLE, PROGRAMMING, XG-75, P7300/P5500/P5400/P5300, XG-25P, and XG-15P
S	MATQ-03421	205.00	ADAPTER CABLE, USB TO RS-232 Allows newer PCs to interface with Harris PC programming accessory cables.

Harris Mobiles

N	XMCL8U	180.00	CABLE, PROGRAMMING, CH-100/CH-721 FRONT CONNECTOR,
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UNITY XP-100M
 N MATQ-NCL8U..... 180.00 CABLE, PROGRAMMING, CH-721
 FRONT CONNECTOR, XG-75M/
 M7300/M5300
 S CA-104861 90.00 CABLE, SERIAL PROGRAMMING,
 CH-721, M7300/M7200/M5300
 N DM-CL2Y 90.00 CABLE, PROGRAMMING, XG-25M

Harris Tait Programming Software is free online from Tait with the purchase of their radios; Members would need to purchase Tait Programming Cables and Adapters as follows for specific Harris Tait P25 Radio Models:

T03-00118-0601 USB to RJ11 Programming Cable (good for all Tait P25 radio models)
 \$120.00
T03-00118-0101 TP81/93/94 Programming Adaptor \$38.00
T03-22009-AAAA TP93/94 Intrinsically Safe Programming Adaptor AEx/\$225.00
TMAA20-04 Adaptor RJ12 Socket/RJ45 Plug \$27.00

3. What kind of roll out and ongoing marketing would your organization be willing to do for the COG membership in the event of a contract award?

Tactical Public Safety (TPS) and Harris are strategic partners and as such Harris PSPC Headquartered in Lynchburg, VA, will develop and provide a marketing campaign, online materials and support to TPS to “Get the Message Out” upon contract award and this would also include ongoing campaigns. We have successfully partnered with their resources on several other large scale projects.

5. Please acknowledge the required sales reporting and fee payment schedule in the RFP and indicate your ability to provide the needed documentation and payments.

As taken directly from the RFP-17-016, TPS will comply with the 1% administrative Fee as described below on a semi-annual basis:

“8.7 The Proposal must include a 1% administrative fee paid to COG. The successful Proposer will be responsible for tracking and rebating this fee back to COG semi-annually based on gross sales for the periods described in Section III.7.1 and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.”

TPS will have a dedicated POC and Order Coding specific to the MWCOG Contract Vehicle Orders that will allow us to efficiently track these orders internally.



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL NO. 17-016
Contract for SUBSCRIBER RADIOS (REGIONAL)
Rick Konrad, *Cooperative Purchasing Program Manager*
Email: rkonrad@mwkog.org

Proposers shall submit one (1) original and five (5) copies of their written Proposal and six (6) CD's or USB's with the complete Proposal to:

Cooperative Purchasing Program Manager
c/o Rick Konrad
Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Submission Deadline: June 1, 2017

Time: 2:00 PM EDT

REQUEST FOR PROPOSAL (RFP)

RFP- 17- 016

Subscriber Radios

Metropolitan Washington Council of Governments

I. Introduction

1. In this procurement, Metropolitan Washington Council of Governments (COG), acting on behalf of its participating Agencies as Lead Agency, is soliciting competitive bids for products and/or services, which may be purchased by the Agencies during the contract term.
2. This Request for Proposal (RFP) is being offered for the procurement of various types of **Subscriber Radios** in various public safety, emergency services and other Agencies within the counties, cities and towns in the Metropolitan Washington region, including the District of Columbia, Virginia, and Maryland, for the period of July 1, 2017 and ending June 30, 2020 [three (3) years] with two (2) options for a renewal period of three (3) additional years each. Other jurisdictions are eligible to join this award as per the Rider Clause (Attachment F).
3. COG will identify the qualified, responsible and responsive best Proposer(s) based on the scoring criteria in Section IV.1.
4. Contracts will be executed between the Agencies and the winning Proposer(s). COG reserves the right to accept or reject any and all Proposals or portions thereof, to waive any informalities in bidding, and to recommend awards that appear to be in the best interest of the participating Agencies.
5. Qualified Proposers are requested to make submissions to the COG Cooperative Purchasing Program Manager not later than **2:00 PM EDT on June 1, 2017**. At which time bids will be opened in the presence of witnesses.
6. This RFP is open to all Agencies in the COG region and includes a rider clause (Attachment F) that allows those Agencies to use this procurement or the resulting contract to make purchases in accordance with their own policies.
7. Proposers are requested not to contact the Agencies participating in the RFP directly. Proposers are requested to only contact COG in writing with questions regarding this RFP.

Contact information is listed below:

Rick D. Konrad
Cooperative Purchasing Program Manager
777 North Capitol Street, NE, Suite 300
Washington, DC 20002-4239
Email rkonrad@mwkog.org

II. RFP INSTRUCTIONS

The contract will be awarded to the Proposer or Proposers meeting the following criteria in accordance with COG procurement policy:

1. Proposer must include the documentation as specified below and otherwise in this RFP or may be determined to be non-responsive and could be rejected. See also the Proposer's Checklist on the Proposal Form.
 - 1.1 Proposer must have at least five (5) years of experience in the supply and delivery to public safety organizations of subscriber radio, software, other equipment, and maintenance services. Please complete attached PROPOSER QUALIFICATION FORM (Attachment A).
 - 1.2 The CONTACT INFORMATION FORM shall be filled out in full (Attachment B).
 - 1.3 Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative shall execute the affidavit (Attachment C).
 - 1.4 REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work (Attachment D).
 - 1.5 All Proposals are to be submitted using the RFP REPLY LABEL on the outside of the solicitation package to identify the bid (Attachment E).
 - 1.6 Accord Form – PROOF OF INSURANCE must be provided as per Terms and Conditions (Attachment G).
2. All Proposals must be signed by responsible company officials and delivered in a sealed envelope no later than the time and date indicated herein. Proposals received after the time and date indicated will be returned unopened.
3. Proposals will be scored based upon their ability to meet the specifications, product quality, organizational experience and capacity, staffing knowledge and experience, minority business enterprise capabilities, warranty and ability to provide ongoing service and maintenance (Section IV.1).
4. Multiple awards may be made for items covered by this RFP. Agencies reserve the right to award the Proposal in its entirety, in segments or by individual item.

5. SUBSTITUTIONS

- 5.1 Because of the distinct difference in quality and, more importantly, the cost of certain products, and when it has been determined that no other manner

of description suffices, proprietary specification (brand names) have been used for some items.

- 5.2 The use of brand names in no way precludes any Proposer from submitting alternative equivalent items for those items as long as the brand substitution is clearly indicated and technical specifications (cut sheets) are provided which meet or exceed the requirements in the RFP Specifications (Section IV.3).

6. CLARIFICATIONS VIA ADDENDA

- 6.1 Questions regarding discrepancies, omissions, specifications, proposal instructions, or the proposal form may be directed **in writing only** at least seven (7) business days before the bid opening to Rick Konrad, at rkonrad@mwkog.org.
 - 6.2 Bidders are requested **not** to contact the Agencies participating in the RFP directly. See Section I.7.
 - 6.3 Exceptions taken do not obligate COG to change the specifications. If no changes are needed, then no addendum will be issued.
 - 6.4 COG will notify potential Proposers in writing, by addendum posted online duly issued at least five (5) business days before the bid opening, of any updated interpretations, specifications, or instructions.
 - 6.5 It is the responsibility of the Proposer to check and see if addenda have been issued on the COG Website at www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/
 - 6.6 Proposals should indicate that they have reviewed the latest addenda on the Proposal form.
7. COG shall recommend the award of contract(s) to the Proposer who has the highest score based on the criteria spelled out in Section IV.1. Scoring will be done by a committee of qualified Agency representatives.
 8. Proposers must acknowledge their understanding of the all terms listed in this RFP by signing the Proposal Qualification Form (Attachment A) and the Proposal Form (Section V) and include it with their submission.
 9. COG, as Awarding Authority, reserves the right to cancel this RFP, or reject in whole or in part any all Proposals, if COG determines that cancellation or rejection serves the best interests of the participating Agencies.
 10. COG, in consultation with participating Agencies, will award or reject in whole, or in part any, and all Proposals within 60 days of the bid opening. If additional time is needed to make an award, all proposers will be notified.

11. Proposals are due at the designated time and date and should be submitted in the following formats

11.1 In a sealed envelope with the Proposal Reply Label affixed to the outside, submit one (1) original and five (5) printed copies of the Proposal AND six (6) digital copies of the Proposal.

11.2 The digital copies can be six (6) CD's or six (6) USB memory sticks.

12. At any point during the award period, problems or concerns shall be addressed to COG c/o Rick Konrad at rkonrad@mwcog.org. As the administrator of the regional procurement program, COG should be notified immediately of any problems that any Proposer has with the program or any problems that the Proposer experiences with any Agency. COG will attempt to resolve the problem as quickly as possible.

III. GENERAL CONDITIONS

1. Because all orders will be on an "as needed" basis, Proposer must be familiar with the geographical proximity of the area for delivery purposes and be able to provide prompt customer service to participating agencies. Contact information for a company customer service representative must be included on CONTACT INFORMATION FORM (Attachment B).

2. Due to the importance of product quality and manufacturer support and certification, Proposals must be able to show they are a licensed distributor for products as appropriate.

3. PURCHASE AND DELIVERY TERMS

3.1 No minimum order quantity.

3.2 Successful Proposers shall accept orders via mail, facsimile, email, telephone and online web form from the Agency if accompanied by a Purchase Order number or a P-card number. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.

3.3 No separate charges for freight and delivery.

3.4 Delivery will be to each Agency as designated.

3.5 Forty-eight (48) hours (or less) turn-around is the preferred delivery time. Indicate any different delivery times. Delivery is **required** within 20 business days from receipt of order.

3.6 Failure to meet delivery date and provide product as specified may result in written termination of the contract. Time is of the essence.

- 3.7 If the Agency requests expedited delivery, the Proposer may pass those costs to the requesting Agency only with prior written approval.
- 3.8 If the Proposer cannot meet the delivery requirement, either standard or expedited, each Agency reserves the right to obtain the product from another source. The extra cost of procuring the product may be charged to the Proposer and deducted from any monies due or which may become due from the Agency.
- 3.9 Further, if the Proposer is unable to meet the delivery requirement and supply the requested product within the designated time due to factory delay, strike, or any unforeseen circumstances, the Proposer must notify the ordering Agency representative of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which will be considered in subsequent awards or renewals, and could result in the termination of the contract.
- 3.10 Freight terms for all orders requested "delivered" shall be FOB destination Freight Prepaid. All delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price. No taxes shall be included in the price.
- 3.11 All participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within three (3) business days from receipt of notification of damage.
- 3.12 Delivery shall be during normal business hours Monday through Friday, excluding holidays. The Proposer shall be responsible for ensuring that deliveries are made during regular business hours for each participating Agency.
- 3.13 A packing slip shall accompany all deliveries. The packing slip must include the Agency's purchase order number. Any delivery that does not identify the appropriate Agency's purchase order number will be rejected. On the packing slip, the Proposer shall obtain a signature from the Agency employee for all items delivered. The Proposer will be required to furnish proof of delivery in case of dispute.
- 3.14 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

4. PERFORMANCE

- 4.1 Proposers with a documented record of poor performance may be replaced by the next competitive Proposer.

- 4.2 Performance issues may be related to delivery, product performance, and inability to meet the warranty requirements.
- 4.3 The contracting Agency will give 30 days' notice of termination of the contract.

5. PRICES / BILLING

- 5.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract.
- 5.2 For each subsequent year on the contract, it shall be the Proposer's responsibility to notify the Agency at least 45 days prior to any increase taking effect and submit a request for a price increase by furnishing bona-fide manufacturer's documents or a price list reflecting the changes. Increases shall be limited to the actual cost increase to the Proposer.
- 5.3 Price increase requests may be denied if not supported with appropriate price increase justification.
- 5.4 Each participating Agency reserves the right to accept or reject a price increase within 14 days of written request for a price increase. If the price increase is rejected, the specific item will be canceled. If the price increase is approved, the price will remain firm for the renewal term for which it was requested
- 5.5 The Proposer shall set up its billing system to ensure that all Agency invoices do not include sales tax. Agencies will provide certificate of exemption for sales tax upon request.
- 5.6 **INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:** To facilitate prompt payment, invoices must contain the commodity and/or service descriptions as per the Proposal, quantity, and unit pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction. **Please submit a sample invoice with the response to this RFP.**
- 5.7 The Proposer shall assign a dedicated key account representative and provide their contact information for customer service and invoice issues. Include the name and contact information of the assigned representative in the Contact Information Form (Attachment B).

6. COOPERATIVE PURCHASE

- 6.1 COG, as an agent to our participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement based on the attached

Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.

- 6.2 The Proposer agrees to notify COG of the participating Agencies that desire to use any contract resulting from this RFP within 30 days and to provide reporting as required per this RFP (Section III.7).
- 6.3 All contracts resulting from this RFP are with the individual participating Agencies. COG assumes no authority, liability or obligation on behalf of any Agency using a contract resulting from this RFP, or any contractor or vendor, or any other entity with respect to this procurement or any contract resulting from it.
- 6.4 Participating Agencies may have other or additional terms and conditions that must be met by the Proposer.
- 6.5 All purchases and payment transactions will be made directly between the Proposer and the participating Agency. Any exceptions to this requirement must be specifically noted in the Proposal response.

7. PARTICIPATION AND SALES REPORTING

- 7.1 The Proposer agrees to provide summary information on the purchases by participating Agencies through the purchasing program associated with this RFP on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.

Semi-annual reporting Due Dates beginning 2017:

- November 30 covering May 1 – October 31
- May 31 covering November 1 – April 30

- 7.2 The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Agency within the timeframe laid out above. Proposer is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to participating Agencies under this RFP.

8. CONTRACT TERMS

- 8.1 The contract(s) shall be with the individual Agencies and shall run for an initial term of three (3) years with options for up to an additional two (2) terms of three (3) years each.
- 8.2 There are no product substitutions without prior written approval.
- 8.3 COG will notify the Proposer(s) of the intention to extend the contract for an additional term of three (3) years at least 60 days prior to the end of the current contract.

- 8.4 The Proposer shall notify all Agencies of any price increases which shall take effect in the next year at least 45 days prior to the end of the contract year (pursuant to Section III.5.2 & Section III.5.4).
 - 8.5 Notification shall be in writing and shall identify what items, the new price, and the amount of increase specified as a percentage (%).
 - 8.6 The award and resultant contract(s) shall be non-exclusive. Each Agency shall determine its method of purchasing supplies from the contracted Proposer; this includes the right to obtain products from any other Proposer(s) with lower prices and better overall service during the contract term.
 - 8.7 The Proposal must include a 1% administrative fee paid to COG. The successful Proposer will be responsible for tracking and rebating this fee back to COG semi-annually based on gross sales for the periods described in Section III.7.1 and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.
 - 8.8 No guarantee is made regarding specific quantities that may be ordered under the contract.
9. The Proposer shall assign a salesperson/customer services representative to address product quality and delivery issues. Include the name and contact information of the assigned representative in the Contact Information Form (Attachment B).
10. Proposers are advised that the items on the RFP Form are the most commonly used and ordered items. The Proposer shall be required to provide the specified item at the specified price.
11. VOLUNTEER FIRE DEPARTMENT PROCUREMENT
- 11.1 The Proposer shall extend the same prices, terms and conditions to all regional Volunteer Fire Departments and EMS Companies requiring these commodities and/or services.
 - 11.2 Each Volunteer Fire Departments is responsible for payment of invoices from its purchases. All purchase and payment transactions will be made directly between the Proposer and the Volunteer Fire Departments.
12. PROCUREMENT CARD
- 12.1 The participating Agency retains the option to use their Agency procurement card for the purchase of equipment or services listed in the Contract in lieu of issuing a purchase order.
 - 12.2 No procurement card transaction shall take place without the authorization of

the cardholder and shall not exceed the limit placed on the cardholder's procurement card.

- 12.3 The Proposer may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the Agency.
- 12.4 For partial shipments or performance, the Proposer may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the Agency. Upon shipment or completion of the remaining order, the Proposer may process a payment request to the credit card network for the remainder of the order.
- 12.5 The Proposer may not charge the Agency for any fees related to the use of a procurement card.
- 12.6 For all transactions, the Proposer shall have a valid W-9 form on file with each participating Agency.

IV. SPECIFICATIONS

1. AWARD CRITERIA

All Proposals should address the following criteria (See sample scoring sheet on Attachment H):

- 1.1 Cost (35%) – the unit cost as stated in the Proposal shall make up 35% of the scoring for this RFP.
- 1.2 Organizational Capacity (15%) –
 - 1.2.1 Proposers must outline their ability to provide the product being procured by submitting information on key staff (and their experience), and their ability to provide the required volume of product in a timely manner.
 - 1.2.2 A credit and background check will be done as part of this evaluation process. A Dunn & Bradstreet number is required to evaluate the financial capacity of the Proposer (See Attachment A).
 - 1.2.3 Proposer will provide a plan on addressing future technology changes in subscriber radio equipment and services.
- 1.3 Experience and References (15%) – Proposers should also provide an outline of their corporate experience along with references of at least three (3) other government public safety organizations for which they provided a similar product and level of service projected on this procurement as set forth in Attachment D and section II.1.4.

- 1.4 Warranty and Service Agreement (20%) - the Proposer shall outline all warranties on equipment and submit options for ongoing service agreement(s). Proposal should describe their warranty to include standard and extended and any cost the customer would incur while the equipment is under warranty to include shipping, labor or other ancillary cost.
- 1.5 Disadvantaged Business Enterprise (MBE/DBE) (15%) -
- 1.5.1 DBE participation shall be a component of the Proposer selection process for this RFP. COG has established a DBE goal of 15% for this project. COG's DBE Policy may be viewed on its website www.COG.org/purchasing-and-bids/dbe-policy/. Responding firms shall submit with their Proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).
- 1.5.2 COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d - 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- 1.5.3 Federal Law - CFR Part 26.37 (Monitoring Performance) requires the Metropolitan Washington Council of Governments to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is performed by DBE's. To comply with this requirement, the awarded vendor(s) will be required to submit a monthly report and supporting documentation (DBE invoices, check registers, etc.) showing timely payments to the DBE's listed in your proposal. This information should be submitted by the 30th of April 30th and the 31st of October 31st of each year on all contracts made pursuant to this RFP in conjunction with other required reporting.
- 1.5.4 A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between two or more Proposals, the Proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

PARTICIPATION POINTS	
10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

SAMPLE DBE PARTICIPATION PLAN

DBE SUBCONTRACTOR		PERCENTAGE OF CONTRACT
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	

NOTE: See Attachment H for a sample scoring sheet

2. SUBSCRIBER RADIO EQUIPMENT (SEE ALSO APENDIX A)

The COG requires Proposers to provide various types of radio subscriber equipment and devices for Public Safety agencies and participating Agencies for use with independent jurisdictional radio communications systems. The participating Agencies intend to procure radio subscriber units that shall require a variety of features and options depending on the various user agencies and their respective operational requirements.

Public safety radios shall, in general, be of a higher tier and include a larger suite of features, functionality, and overall design to withstand the harsh operating environments encountered by the first-responder community. COG has adopted a further distinction between high-tier and mid-tier subscribers based on the overall mode and capacity of the radio. For reference, COG has supplied a set of features required in Appendix A of this document. Assumptions have been made as to the availability of specific accessories for the various radio configurations, and no equipment availability assumption shall be interpreted to imply the preference of any specific Proposer. Proposers shall thoroughly describe the features and functionality provided with each proposed subscriber. Subscriber radio equipment refers to user radio configurations consisting of mobile radios and portable radios.

3. GENERAL REQUIREMENTS

- 3.1 Subscriber units are required in a variety of different configuration packages: mobile radios, portables and vehicular adapters.
- 3.2 The subscriber radio equipment shall consist of an integral radio set, capable of frequency synthesis of multiple RF channels, with automatic channel switching under the control of external channel(s) and/or internal channel switching logic. Additionally, the radio shall include such other items as are necessary for a complete, highly reliable, two-way analog and digital radio suitable for communications in multi-channel/mode trunked and conventional systems.
- 3.3 All radio subscriber system parameters (programming personality) shall be software configurable without the need to replace internal components for parameter configuration. In addition to the suite of features and functionality outlined in previous sections, the Proposers shall provide all features, characteristics, and functionality with all proposed radio subscriber equipment necessary to meet or exceed the individual jurisdictional radio systems specifications. The Proposers shall provide a comprehensive feature and functionality matrix for each proposed subscriber by type.
- 3.4 All radio subscriber internal software shall be downloadable from a programming device (i.e., laptop, PDA, etc.) without the need to replace internal components for new software versions. Proposers shall provide radio subscribers equipped for over-the-air reprogramming of both system configuration parameters and internal operating software.
- 3.5 The subscriber units shall be of current hardware and software production and shall be capable of withstanding the harsh environment associated with use in emergency service vehicles. At a minimum, the mobile and portable equipment shall meet or exceed the MIL-STD-810E "Environmental Test Methods and Engineering Guidelines" specification, with some of the criteria noted as follows:
- Method 506.3 Rain - Procedure I - Blowing Rain
 - Method 509.3 Salt Fog
 - Method 510.3 Sand and Dust Procedure I - Blowing Dust
 - Method 514.4 Vibration Procedure I, Category 10 - Minimum Integrity Test (axes)
 - Method 516.4 Shock Procedure I - Functional Shock
- All subscriber radio equipment shall also meet or exceed the requirements of TIA/EIA-603 "Land Mobile FM or PM Communications Equipment Measurement and Performance Standards" when operated in the analog mode.
- 3.6 The radio subscriber units shall support all analog and digital communications and all compatible systems operating in the 700 and 800 MHz frequency bands. The subscriber units shall provide FM analog communications within this system

when involved in a call from an analog unit on conventional mutual aid repeater and/or simplex channels or compatible analog trunking systems. Mobile subscriber radios and control station subscriber radios shall exhibit as good or greater talk-in/talk-out coverage reliability performance in the guaranteed coverage areas as handheld portable radios used on the hip in leather swivel case.

- 3.7 The radio subscriber units shall be equipped to concurrently priority scan both conventional channels (at least 8) and trunked talkgroups (at least 8) in both clear and encrypted voice. The radio subscriber units shall also be equipped to concurrently scan between trunked talkgroups on compatible trunked systems in both clear and encrypted voice. Channel or trunked mode scanning shall be completed in the minimum time necessary to reliably deliver audio traffic to the radio subscriber. Proposers shall provide the maximum scan time required between trunking and conventional reception. The scan shall be a selectable priority which means that the transmitter channel or talkgroup selected by the user is configurable to be the priority channel or talkgroup.
- 3.8 The subscriber units shall provide an ESN (Electronic Serial Number) for lookup and validation purposes by the fixed network infrastructure. The subscriber units shall provide a multi-point data port to multiple external peripherals. The subscriber units shall provide the functionality to be placed in a listen-only mode (no transmit capability) from the network management system on a dynamic basis. While in the listen-only mode, the receiver would still be capable of receive operation but the radio would not be capable of transmitting in any mode.
- 3.9 Audible and Visual Signaling

The subscriber units shall support audible and visual signaling to and from subscriber units for functions as described below. Radio users shall also be able to select and unselect audible and visual signaling (i.e., surveillance, covert operations, etc.) or any or all of the default types of signaling described below. The mandatory default audible and visual signaling shall include the following standardized signals and the Proposers shall thoroughly define the nature and characteristics of each type of signaling scheme:

- Emergency Activation/Reception
- Dynamic Regrouping
- Individual Call
- Telephone Interconnect Call
- Selective Alert
- Console Alert Tone(s)
- Subscriber-Generated Evacuation Tone
- Mode Announcement (voice directory for programmable radio modes)
- Failure Modes (e.g., loss of trunking control, loss of wide area communications, etc.)
- Trunks Busy

- Callback
- Battery Life Indication
- Charging Mode Indication
- Transmit and Receive Indicate
- Programming Mode Activation
- Software Upgrade Mode Activation
- Feature Acknowledgment
- Channel Beacon
- Voice Communications Mode
- Data Communications Mode
- Priority Scanning
- Home Mode Activation
- Talkaround/Direct Mode
- Ready-to-Talk
- Vehicular Repeater Mode.

3.10 FCC Regulatory Compliance

All proposed subscriber equipment shall be type accepted under current FCC Rules and codified regulations in concert with the APCO Project 25 specification. Proposers shall define the Type Acceptance designation and FCC Emission Designators for all proposed radio subscriber equipment. Proposers shall provide detailed performance specifications for all proposed radio subscriber equipment.

3.11 Electrical & Mechanical

3.11.1 The subscriber radio equipment shall be state-of-the-art, frequency synthesized, and microprocessor based. All configurable operating parameters shall be stored in electrically-alterable, non-volatile memory technology. All radio operating frequencies, features, functions and other operating parameters shall be field-configurable via PC-based programming equipment. The physical and electrical architecture of the equipment shall be such that addition of user features and/or functions at future dates shall not require the addition and/or replacement of circuit cards within the proposed radios.

3.11.2 To the greatest extent possible, all equipment assemblies and sub-assemblies shall be shielded to minimize electromagnetic interference which may be caused to/by electrical equipment co-located and/or adjacent to this equipment. Similarly, and in acknowledgement of the region's proximity to possible areas of interest for terrorism activities, radios should be capable of shielding from electromagnetic radiation (EMR) resulting from the detonation of a nuclear device or other EMR pulse generating device.

3.11.3 Power loss and/or replacement of the portable unit's battery shall not

alter the operating software and/or configuration parameters. Radios shall be equipped to operate with Nickel-Cadmium, Nickel-Metal Hydride, and Lithium Ion battery technologies. COG requires any proposed radio and battery technology to meet or exceed the Factory Mutual rating for intrinsically safe operation per Class I, Division II, Group A standards. COG requires Proposers to provide the highest capacity battery that operates within the regional operating environment, for each proposed variety of subscriber radio.

- 3.11.4 The unit shall perform a self-diagnostic test each time it is turned on. This test shall be automatic and shall include all radio operating parameters and internal hardware. At the conclusion of a successful test, no operator intervention shall be required. A self-diagnostic test that is unsuccessful shall notify the operator with an error message or fault code.
- 3.11.5 The radio housing shall completely integrate the radio transmitter unit(s) and receiver unit(s). Aside from the speakers and mics, the housing shall be devoid of any louvers or other openings, thereby protecting the radio set from dirt, dust, moisture, and splashing water. All subscriber units shall be designed so that they are protected from damage if power is applied in reverse polarity or pins of connecting cables are shorted together.
- 3.11.6 Access and ease of operation are critical to the users and the maintenance personnel. Proposers are to provide information and details on all vehicular mounted equipment, particularly equipment mounted in the passenger compartment. The equipment housings shall be suitable for mounting on vertical or horizontal surfaces. The equipment housings shall be suitable for trunk mount and dash mount vehicle configurations. Remote mounted transceivers for mobile radios shall be interconnected to their respective control heads through a weatherproof, control cable connectorized at both ends.
- 3.11.7 Mobile transceiver radios shall support weatherproof multiple control heads as well as any existing remote control speaker/microphone capabilities, siren/PA assemblies, and motorcycle configurations to include helmet speaker & mics, and other 3rd party technologies such as Bluetooth accessories. The radio cabinet(s), control heads, and ancillary installations must be a package that can be mounted inside or outside of the vehicle without restricting the use of the front seat by a driver and one passenger or interfere with air bag deployment. Mobile and portable transceiver radios shall be inherently compatible with optional handheld control heads and vehicular repeater assemblies as required.
- 3.11.8 The Proposers shall describe variations for shock mounting, stabilization, tilts and swiveling with secure customized mounting for different vehicle models and types.

3.12 Subscriber Operational Characteristics

- 3.12.1 All proposed subscriber radios shall be equipped to operate within the 764-869 MHz frequency range per FCC and P25 channel spacing requirements.
- 3.12.2 Modulation modes shall include, at a minimum, analog and digital for both 12.5 kHz and 20/25 kHz channel spacing as required. COG ultimately requires a migration strategy to 6.25 kHz or equivalent operation which shall be defined by the Proposers.
- 3.12.3 Communications modes shall include P25 digital trunking and conventional operations. Trunking modes shall be half-duplex in normal mode. Conventional modes shall include both half-duplex and simplex as programmed. All programmable modes shall function in either clear or encrypted mode as programmed. All modes of operation shall be programmable.
- 3.12.4 Squelch modes provided by the equipment shall include: carrier, continuous tone coded, and continuous digital coded squelch. Squelch modes shall be "field programmable" by channel.
- 3.12.5 Unit identification modes shall include on a standard basis for all display radios: Unit ID upon Push-To-Talk, Emergency Unit ID, Selective Alert, Telephone Interconnect (optionally), and Alphanumeric Text Messaging (optionally).
- 3.12.6 All subscribers shall be programmable for a variable duration transmit time-out-timer for continuous activity to prevent stuck microphone, dead key or abusive key-up scenarios.
- 3.12.7 All mobile subscribers shall be programmable for a minimum variable RF Output Power between 5-30 Watts across the entire frequency operating range.
- 3.12.8 All portable subscribers shall be programmable for a variable RF Output Power between 1-3 Watts across the entire frequency operating range.
- 3.12.9 Mobile speaker audio output shall be 10 Watts, minimum.
- 3.12.10 Portable speaker audio output operating in a vehicular adapter shall be 5 Watts, minimum.
- 3.12.11 Handheld radios, not operating in a vehicular charger or adapter, should provide no less than 500 milliWatts of audio output.
- 3.12.12 Specialized radio accessories to support motorcycles, special weapons

teams, bomb technicians, and other first responder specialists shall be made available. Proposers shall provide a comprehensive list of compatible accessories with unit pricing for all proposed radio subscribers.

- 3.12.13 All proposed subscriber radios shall be equipped with a button or switch that activates a programmable "Home" mode or preferred channel with a single key, button press, or switch change.
- 3.12.14 All proposed public safety "mid-tier" subscriber radios shall be equipped with no less than 256 modes or total channel capacity. All proposed public safety "high-tier" subscriber radios shall be equipped with no less than 512 modes or total channel capacity.
- 3.12.15 All proposed subscriber radios shall be equipped with a button or switch that activates the emergency mode.
- 3.12.16 All proposed portable subscriber radios shall be less than 1.5 lbs. in total weight with attached battery (not to include external accessories).
- 3.12.17 All proposed portable subscriber radios shall be equipped to provide a minimum duty cycle of 12 hours using a 10/10/80 (10% Transmit/10% Receive/80% Idle) operational behavior model.
- 3.12.18 All proposed portable subscriber radios shall be equipped standard with a ½ wavelength whip style antenna operational across the entire 764-869 MHz frequency range per current FCC requirements.
- 3.12.19 All proposed subscriber radios shall be equipped to provide both transmit and receive audio control to customize the equalization and audio gain control associated with the subscriber radios to optimize the overall subscriber audio quality.
- 3.12.20 All proposed subscriber radios and associated accessories shall be equipped to operate consistently and reliably according to manufacturer and system specifications in environmental conditions ranging from -30 degrees Celsius to +60 degrees Celsius at a 90% non-condensing humidity level.
- 3.12.21 All proposed subscriber radios with display capabilities shall utilize a hardened LCD display capable of withstanding non-abusive vibration and direct impact encountered in the normal daily radio use without being rendered inoperable. The LCD displays shall provide configurable contrast levels to enable proper usage in direct sunlight and low-light operating conditions. All display radios shall provide user-enabled backlighting for nighttime and low-light usage.
- 3.12.22 All proposed public safety tier (high-tier and mid-tier) portable subscriber

radios shall be equipped with high performance noise-cancelling, remote speaker microphones that provide an emergency button, discrete volume control, rotary channel selector knob, and audio earpiece connectivity.

- 3.12.23 All proposed portable subscriber radios shall be equipped with a personal, desktop-style single battery charger and spare battery of the same type and duty cycle rating as the primary battery provided with the radio.
- 3.12.24 All proposed portable subscriber radios shall be equipped standard with a belt clip in addition to any accessories that may be also ordered with the portable radios.
- 3.12.25 All proposed subscriber radios shall be equipped with a configurable button keypress timer to optimize the intended activation and clearing of emergency mode. The timer shall range from 0-to-3 seconds in millisecond increments.
- 3.12.26 All proposed subscriber radios shall be equipped to mute all radio tones and/or audio when operating in covert or sensitive tactical situations (e.g., surveillance, SWAT, etc.).
- 3.12.27 All proposed subscriber radios shall be equipped to provide a time and date indication on radios with a display.
- 3.12.28 All proposed portable subscriber radios shall be equipped to provide an audible and visual battery status indication to warn of battery depletion and need to charge.
- 3.12.29 All proposed subscriber radios shall be equipped to provide a configurable minimum and maximum volume setting for the radio so as to be able to customize audio levels for various operating environments.
- 3.12.30 All proposed subscriber radios shall be equipped to provide configurable button, switch, and menu layouts to customize the radio operational characteristics for the various users and agencies. All buttons, switches, and menu items that are labeled or inscribed shall match the programmable functionality so as not to confuse the radio operators.
- 3.12.31 All proposed subscriber radios shall be equipped to provide multiple configurable folders or zones of talkgroups and channels to uniquely organize the available modes programmed into each radio. Each folder or zone shall be accessible through any defined combination of button, switch, or menu item setting. Trunking and conventional channels shall be capable of being interleaved within a programmable zone or folder.
- 3.12.32 All proposed subscriber radios shall be equipped to provide user-

definable, priority scan functionality for all systems and channels programmed into the radio. Radio scan lists shall include at least twenty (20) members each. Any combination of talkgroups and conventional channels shall be definable in a scan list.

- 3.12.33 All proposed subscriber radios equipped for encrypted operation shall provide both infinite key retention capability and volatile key retention modes of operation which must be configurable in the individual radio programming.
- 3.12.34 All proposed subscriber radios shall be equipped to provide a keypad lock functionality to prevent inadvertent mode or switch activation.
- 3.12.35 All proposed subscriber radios shall be equipped to provide password-protection (on a configurable radio programming basis) to gain access to the radio for normal system usage.
- 3.12.36 All proposed subscriber radios shall be equipped to provide selective radio disable/inhibit, un-inhibit, and dynamic regrouping functionality in conjunction with the system NMS and dispatch consoles.
- 3.12.37 All proposed subscriber radios shall be capable of supporting Conventional Fallback/Failsoft
- 3.12.38 All proposed subscriber radios shall be flash-upgradeable.

3.13 Mobile Subscriber Units

3.13.1 Power Supply

- 3.13.1.1 The equipment shall operate from an external negative ground primary power source supplying a nominal 12 VDC.
- 3.13.1.2 All power circuits shall provide for reverse polarity protection and each power cabling assembly shall be properly fused and grounded.
- 3.13.1.3 Mobile radios shall be equipped to operate in both a continuous mode (always powered on) or in a switched mode (powered down with an ignition sense) as required on an individual basis by the regional jurisdictions.

3.13.2 Mobile Equipment Housing

- 3.13.2.1 The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment.
- 3.13.2.2 Palm microphones, external speaker housings and transceiver housings shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- 3.13.2.3 Trunk-mounted transceiver housings shall be equipped with a base plate. The base plate shall allow for the removal of the transceiver from its mounted location for replacement or servicing. Removal of the transceiver from the base plate shall not expose its internal circuitry.

3.13.3 Mobile Radio Features

- 3.13.3.1 All mobile radios shall be equipped with a control head/interface that has backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating folder/zone and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
- 3.13.3.2 The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
- 3.13.3.3 All mobile radios shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode. All provided button labels and stenciled switch descriptors shall match the programmed radio functionality.
- 3.13.3.4 All mobile radios shall be capable of interfacing to the following accessories and ancillary assemblies as required by the Agencies: horn and lights activation relays, siren/PA control head, status/message control head, external emergency switch or button, motorcycle assembly, multi-control head environments, handheld control head/keypad microphone, and mobile-in-a-tray control station.
- 3.13.3.5 All mobile radios shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.

- 3.13.3.6 On multi control head units, the switch to enable or disable scanning shall be field programmable or designated by the user.
- 3.13.3.7 On multi control head units, each control head shall be equipped with a switch to take over control of the unit.
- 3.13.3.8 On multi control head units, transmit and receive audio shall, at all times, be available from any position regardless of the position of the takeover control switch.
- 3.13.3.9 As an Option, Proposers shall provide multiband mobile radios capable of operating in the following frequency bands:
 - a. VHF: 136-174 MHz
 - b. UHF: 380-520 MHz
 - c. 700/800 MHz

Note: Multiband mobile radios shall retain all requirements listed above.

3.13.4 Mobile Radio Accessories

- 3.13.4.1 The units shall be equipped with a palm type microphone with coiled cord. The microphone shall be of the modular connector, plug-in type. Remote units for outside vehicle use shall have, at a minimum, a weatherproof rating.
- 3.13.4.2 Each unit shall be equipped with an in-vehicle speaker. The speakers shall be of the modular connector, plug-in type. Remote speakers for outside vehicle use shall have, at a minimum, a weatherproof rating.
- 3.13.4.3 Multiple control heads shall be available for specialized fire apparatus, EMS ambulances, and other unique applications as defined by the jurisdictions.
- 3.13.4.4 Mobile radios shall be compatible with the installation of common fire/emergency services apparatus headset intercom systems (e.g., David Clark, Firecom, etc.).

3.14 Portable Subscriber Units

- 3.14.1 Power Supply - The equipment shall operate from a negative ground internal battery power source. All power circuits shall provide for non-destructive reverse polarity and overcharge protection.

3.14.2 Portable Radio Equipment Housing

- 3.14.2.1 The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment. The housing shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- 3.14.2.2 Removal of the battery from the unit shall not expose its internal circuitry and all battery leads/external connection points shall be properly sealed and covered to prevent any internal moisture damage to the radio.

3.14.3 Portable Radio Features

- 3.14.3.1 All portables shall be equipped with a backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating zone/folder and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
- 3.14.3.2 The LCD display shall be top-mounted, front-mounted, or dual display as specified in the Subscriber Inventory.
- 3.14.3.3 The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
- 3.14.3.4 All portables shall be equipped with a top-mounted rotary volume control knob.
- 3.14.3.5 All portables shall be equipped with a primary, top-mounted trunked talkgroup or conventional channel selector knob.
- 3.14.3.6 All portables shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.
- 3.14.3.7 All portables shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode.
- 3.14.3.8 All portables shall be capable of interfacing to the following accessories and ancillary assemblies as required

by the Agencies: man-down emergency activation switch, public safety speaker microphone (i.e., elevated antenna at shoulder height), multiple unit charger/conditioner, surveillance headsets/earpieces, Bluetooth accessories, RF adapter switch for vehicular mobile adapter assemblies, GPS-speaker microphones, and bone microphones. Any other available accessories should be included in the Proposal.

3.14.3.9 As an Option, Proposers shall provide multiband portable radios capable of operating in the following frequency bands:

- a. VHF: 136-174 MHz
- b. UHF: 380-520 MHz
- c. 700/800 MHz

Note: Multiband portable radios shall retain all requirements listed above.

3.14.4 Portable Radio Accessories

3.14.4.1 All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style vehicular mobile charger that does not cover up the LCD display and accommodates the attached remote microphone. The vehicular charger shall operate from the vehicle's battery, and provide a charger/conditioning system for the portable radio battery. The charger shall be mechanically configured to provide electrical contact to the radio battery upon insertion of the radio or separate battery into the charger. Rapid battery charging shall be possible whether the battery is out of or attached to the radio. The proposed vehicular charger shall be compatible with every proposed portable radio type, and different vehicular chargers shall not be required based upon the radio or battery type.

3.14.4.2 All portable batteries shall be equipped to operate in a tri-chemistry, pocket-style vehicular mobile travel charger. The vehicular travel charger shall operate from the vehicle's cigarette lighter/accessory connector, and provide a charger/conditioning system for the spare portable radio battery. The proposed travel charger shall be compatible with every proposed portable radio type, and different travel chargers shall not be required based upon the radio or battery type.

3.14.4.3 All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style 120VAC multiple unit

charger that can simultaneously charge/condition a minimum of six (6) portable batteries. The proposed multi-unit charger shall be compatible with every proposed portable radio type, and different multi-unit chargers shall not be required based upon the radio or battery type.

3.15 System Programming Key

The Proposers shall provide complete sets of programming hardware and software for all subscriber equipment initially ordered. This equipment complement shall include all hardware and software necessary to program, troubleshoot, and flash upgrade each proposed subscriber type. The NCR requires the availability of a software system programming key that can be distributed to regional interoperability partners for programming initiatives.

3.16 APCO P25 CONFORMANCE INTEROPERABILITY PROOF-OF-CONCEPT

3.16.1 COG requires the Proposer to verify that its entire proposal for the proposed subscriber complement conforms to the APCO Project 25 standard by providing for each proposed subscriber: (1) an independent, interoperability conformance testing certification of inter-Proposer P25 trunking and conventional subscriber and infrastructure compatibility noting all compatible and incompatible proposed features as verified with actual field and laboratory system testing (e.g., NIST/SAFECOM, TIA P25CAWG; (2) a comprehensive list noting all P25-compliant open standard features and all proprietary, Proposer-specific subscriber features; (3) a list of at least three (3) operational, compatible, field-installed, 700/800 MHz P25 trunking customer systems with system contact reference that utilize the same subscriber complement and system platform version; and (4) length of time that each subscriber has been in manufacturing production.

3.16.2 Proposers shall develop test procedures in conjunction with individual jurisdictional requirements to ensure subscriber capabilities and performance is adequate for operations within the Agency jurisdictions and the region.

3.17 SUBSCRIBER SOFTWARE/HARDWARE ROADMAP

3.17.1 COG intends to maximize and protect its subscriber radio purchase investment. Unlike FNE equipment and networks that integrate third-party equipment/software/firmware, manufacturers are almost completely in control of the support of their subscribers. The Proposers are required to provide support for the proposed subscriber fleet offering for a period of no less than 15 years from the date of purchase. The offering consists of all hardware, software, cabling, and services rendered to implement and maintain, with OEM repair parts and

accessories, the proposed radio subscriber fleet.

- 3.17.2 COG require the Proposers to provide a comprehensive product roadmap (noting timetable of initial release through end of guaranteed Proposers supportability) for the proposed subscriber fleet defining the product life cycles of all major components and ancillary accessories.

3.18 SUBSCRIBER RADIO OPTIONAL FEATURES

The Proposers shall provide a detailed list (with associated pricing) and explanation of optional features and accessories for all proposed subscriber radios that can be supplied for review and understanding.

- 4. Quantities (All quantities are approximate and would be purchased over time relative to life cycle and individual Agency budget considerations)

Radios by Jurisdictions

Agency/Jurisdiction	# Subscriber Radios Current Types	Number	
		Mobile	Portable
Alexandria	Mobile	600	
Alexandria - Public Safety	Mobile	1400	
Amtrak	Mobile	12	
Arlington County	Portable and mobile	474	1421
Charles County	Mobile	2000	
City of Fairfax PD	Portable and mobile	61	80
District of Columbia	Mobile	8260	
Fairfax Co. and Fairfax CIG	Mobile	7300	
Fairfax Co. Sheriff's Office	Portable and mobile	125	700
Falls Church (Arlington County System)	Mobile	329	
Frederick County (City included)	Mobile	4500	
Frederick PD	Portable and mobile	144	181
MCFRS	Mobile	3000	
Montgomery County	Mobile	7200	
Met. Wash. Airport Auth.	Mobile	1850	
Prince George's County	Mobile	10435	
Prince William County	Portables and mobiles	2292	3043
Stafford County	Mobile	1210	
Supreme Court Police	Mobile	200	
Loudoun County	Mobile	2500	
TOTAL		53892	5425

Appendix A

STANDARD FEATURE SET-DUAL BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TRACTICAL RADIO STUN/KILL
DIGITAL TONE SINGNALING

STANDARD FEATURE SET-SINGLE BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TRACTICAL RADIO STUN/KILL
DIGITAL TONE SINGNALING

STANDARD FEATURESET FOR DUAL BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
VHF OR UHF ANTENNA
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
DOME 3.5DB LOW PROFILE ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TRACTICAL RADIO STUN/KILL
DIGITAL TONE SINGNALING

STANDARD FEATURESET FOR SINGLE BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER- MINIMUM 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TRACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

V. PROPOSAL FORM (Page 1 of 3)

TO: Metropolitan Washington Council of Governments,
 777 North Capitol Street, NE, Suite 300
 Washington, DC 20002

Date _____

PROPOSAL - SUBSCRIBER RADIOS

Item		Description	COST (Per Unit)
1	MAIN	STANDARD FEATURE SET-DUAL BAND PORTABLE	
		OPTIONS -	
1	A	OVER THE AIR PROGRAMMING (OTAP)	
1	B	MULTICAST VOTING SCAN	
1	C	MANDOWN OPERATION	
1	D	DVRS ACTIVATION	
1	E	ENHANCED DATA	
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
1	G	TRACTICAL RADIO STUN/KILL	
1	H	DIGITAL TONE SINGNALING	
2	MAIN	STANDARD FEATURE SET-SINGLE BAND PORTABLE	
		OPTIONS -	
2	A	OVER THE AIR PROGRAMMING (OTAP)	
2	B	MULTICAST VOTING SCAN	
2	C	MANDOWN OPERATION	
2	D	DVRS ACTIVATION	
2	E	ENHANCED DATA	
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
2	G	TRACTICAL RADIO STUN/KILL	
2	H	DIGITAL TONE SINGNALING	
3	MAIN	STANDARD FEATURESET FOR DUAL BAND MOBILE	
		OPTIONS -	
3	A	OVER THE AIR PROGRAMMING (OTAP)	
3	B	MULTICAST VOTING SCAN	
3	C	DVRS ACTIVATION	
3	D	ENHANCED DATA	
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
3	F	TRACTICAL RADIO STUN/KILL	
3	G	DIGITAL TONE SINGNALING	

PROPOSAL FORM (Page 2 of 3)

Item		Description	COST (Per Unit)
4	MAIN	STANDARD FEATURESET FOR DUAL BAND MOBILE	
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	
4	B	MULTICAST VOTING SCAN	
4	C	DVRS ACTIVATION	
4	D	ENHANCED DATA	
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
4	F	TRACTICAL RADIO STUN/KILL	
4	G	DIGITAL TONE SINGNALING	

Addendums Acknowledged (if applicable) -

Addendum #1 YES ___ NO ___ N/A ___

Addendum #2 YES ___ NO ___ N/A ___

Addendum #3 YES ___ NO ___ N/A ___

Addendum #4 YES ___ NO ___ N/A ___

Others _____

Proposal Check List Required Forms Included

One (1) original and five (5) paper copies of the RFP _____

One (6) digital copies (CD or Memory Stick) _____

Attachment A – Proposer Qualification Form _____

Attachment B – Contact Information Form _____

Attachment C – Non-Collusion Affidavit _____

Attachment D – References _____

Attachment E – RFP Reply Label (affixed to outside of bid submission) _____

Attachment F – Rider Clause (acknowledged) YES _____

PROPOSAL FORM (Page 2 of 3)

Attachment G – Terms and Conditions (acknowledged) YES _____

Accord Form – Proof of Insurance _____

Sample Invoice _____

Licensed Distributor documentation as appropriate _____

Exceptions YES _____ NO _____

*If yes please attach all on separate sheet(s) at the end of the bid submission.

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

NOTE: Please attach a written Proposal to this sheet outlining your organizational plan to meet the requirements of this RFP. Follow with all required attachments.

Attachment A

PROPOSER QUALIFICATION FORM

1. NAME OF PROPOSER: _____
2. PERMANENT MAILING ADDRESS: _____
3. YEAR & STATE INCORPORATED: _____
4. DUN AND BRADSTREET D-U-N-S # _____
5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM
NAME: _____ YEARS _____
6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, WHY? _____

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR
COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER
9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

10. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION TO CONTACT THIS (THESE)
MANUFACTURES AND LENDING INSTITUTION(S)? YES NO

By signing this form, you acknowledge compliance with all terms and conditions of this bid.

Name: _____ Date: _____

Title: _____ Company: _____

Attachment B

CONTACT INFORMATION FORM

Proposer Company Name _____

Contact for Proposal

Name _____

Title _____

Phone number _____

Email address _____

Sales Representative Contact

Name _____

Title _____

Phone number _____

Email address _____

Area covered: _____
("all", or list)

Service/Support Representative Contact

Name _____

Title _____

Phone number _____

Email address _____

Area covered: _____
("all", or list)

Use additional sheet for more sales/support representatives

Attachment C

NON-COLLUSION AFFIDAVIT

DATE _____

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned PROPOSER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted Metropolitan Washington Council of Governments.

In addition, the Proposer also certifies that they are in good standing and not on any debarred lists with any government agency including Local, Federal and State Governments.

RFP - 17-016 SUBSCRIBER RADIOS

Name of Bidder _____

Signature

Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____, 20____

My commission expires _____, 20____.

Notary Public

(Notary Seal)

Attachment D

PROPOSER'S EXPERIENCE/REFERENCES

Name of Proposer _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Proposal.

A Proposer, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s) by the Agencies.

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

Attachment E

PROPOSAL REPLY LABEL

SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

REQUEST FOR PROPOSAL

NO. 17-016

Submission Date: June 1, 2017
Time: 2:00 PM

Subscriber Radios

TO: Cooperative Purchasing Program Manager
Metropolitan Washington Council of
Governments,
c/o Rick Konrad
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Attachment F

Cooperative Rider Clause

The Metropolitan Washington Council of Governments (“COG”) is offering this solicitation to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

A lead agency format is used to accomplish this work. COG is the Lead Agency in this procurement and has included Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to COG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, Proposers are urged to consider the broad reach and appeal of Metropolitan Washington region with public and non-profit entities in this region.

A list of the participating members of the COG can be found at the following web links www.COG.org/purchasing-and-bids/cooperative-purchasing/member-links/

Other agencies in the region may be permitted to ride this contract, including, but not limited to, the Baltimore Metropolitan Council members. www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

Attachment G**Terms and Conditions***Revised 9/1/2016*

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("COG") cooperative procurement contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "COG" includes the COG, its various members, agencies, employees or agents as may be appropriate. The term "Contract" shall include a document entitled "agreement" or any other title on a document that is denoting a contract.

Amendment This Contract constitutes the entire agreement between the parties. All other communications prior to execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by an authorized representative of the parties.

Bankruptcy Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify COG immediately. Upon learning of the actions herein identified, the participating Agency reserves the right, at its sole discretion, to either cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this agreement or by law.

Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation on the Contractor and enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards;
- C. It is qualified to do business in the jurisdictions covered by COG and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Contingent Fee Prohibition The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

Counterparts This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

Force Majeure Neither COG and/or participating Agencies nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or participating Agencies or Contractor's reasonable control. COG and/or participating Agencies and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Governing Law 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.

Indemnification The Contractor shall protect, hold free and harmless, defend and indemnify COG and participating Agencies including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG and/or participating Agencies, their officers, agents and employees.

Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or participating Agencies reserve the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or participating Agencies cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or participating Agencies relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of COG and/or participating Agencies, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or participating Agencies.
- C. Contractor shall be responsible for all federal and/or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

- D. Contractor agrees to immediately provide COG and/or participating Agencies notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG and/or participating Agencies to indemnify Contractor for any actions under this Contract.

Insurance Requirements

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, property damage, discrimination and civil rights violation claims. All such insurance shall name COG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or participating Agencies prior to the time any services are provided. Coverage shall be in the amount, no less than, \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or participating Agencies to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name COG and/or participating Agencies, individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall keep in effect for each year of this Contract, and upon request, provide COG and/or members with certification of Workers' Compensation Insurance, with employer's liability at least in the minimum amount required by the law of the jurisdiction of the contracting agency.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG and participating Agencies involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

Nondiscrimination The Contractor shall not discriminate against any worker, employee or applicant on the basis of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or participating Agencies upon request and shall become and remain the exclusive property of COG and/or participating Agencies upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in the contract. COG and/or participating Agencies shall be the owner(s) for the purposes of copyright, patent or trademark

registration.

- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or participating Agencies of ownership for purposes of copyright, patent or trademark. Additionally, Contractor shall assign to COG and/or participating Agencies all rights to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or participating Agencies.
- C. The Contractor shall indemnify and hold harmless COG and/or participating Agencies from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and hold harmless COG and/or participating Agencies, their officers, agents, and employees with respect to any claim or action. Contractor shall be responsible for all costs for infringement and royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

Payments - Payments to the Contractor pursuant to the Contract shall be made no later than 30 days after member Agency's receipt of a proper invoice from the Contractor. Any delay in funding to member Agency's shall result in a concomitant delay in payment to the Contractor.

Records Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that COG and/or participating Agencies and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, unless required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

Remedies

- A. Corrections of errors, defects and omissions Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or participating Agencies in accordance with Section III.3.11. The acceptance of the work set forth herein by participating Agencies shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off Participating Agencies may deduct from, and set-off against, any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by participating Agencies, their agents, employees of recipients of its services, as a result of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative All rights and remedies of participating Agencies and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without

limitation to, or waiver of, any other rights or lawful remedies of COG and/or participating Agencies.

Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the participating Agencies, the Contractor shall be responsible for the quality of its product, software, delivery and on-going performance under the Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by participating Agencies, to perform at its own expense and without additional cost to participating Agencies, those services necessary for the correction of any deficiencies of damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to participating Agencies under the "Remedies" paragraph, or otherwise available by law.

Severability/Waiver COG and/or participating Agencies and Contractor agree that, if any term or provision of this Contract is declared, by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that right or any other provision of this Contract.

Subcontracting or Assignment The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG and/or participating Agencies. COG and/or participating Agencies have the right to withhold such consent for any reason they deem appropriate.

Survival The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

Termination If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG and/or participating Agencies may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at COG and/or members' option, become COG and/or member's property. COG and/or participating Agencies shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the COG and/or members can affirmatively collect damages.

Termination of Contract for Convenience The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon written notice to the Contractor, when COG and/or members determines such termination is in their best interest. The termination for convenience is effective on the date specified in the COG and/or participating Agencies' written notice. COG and/or participating Agencies will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be

reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-Year Contract If COG and/or participating Agencies fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG and/or participating Agencies' rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and COG and/or participating Agencies from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or participating Agencies shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

Time is of the essence Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Whole Contract This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or Proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

ATTACHMENT H

PROPOSAL EVALUATION FORM FOR RFQ #17-016

All Proposals will be evaluated using the criteria set out below:

Offeror's Name: _____

Reviewer's Name: _____

Reviewer's Agency: _____

Product meets the minimum specification YES_____ NO_____

FACTOR	MAXIMUM POINTS	AWARDED POINTS
Cost per unit	35	
Organizational Capacity (Staffing, Supply, Delivery)	15	
Experience and References	15	
Warranty and Service Agreement	20	
DBE Participation	15	
Total Points	100	

Comments: _____

Signature _____ Date _____



Metropolitan Washington
Council of Governments

Addendum No. 1

Date: 5/24/2017

REQUEST FOR PROPOSAL NO. 17-016

Contract for SUBSCRIBER RADIOS (REGIONAL)

Rick Konrad, *Cooperative Purchasing Program Manager*

Email: rkonrad@mwkog.org

Proposers shall submit one (1) original and five (5) copies of their written Proposal and six (6) CD's or USB's with the complete Proposal to:

Cooperative Purchasing Program Manager

c/o Rick Konrad

Metropolitan Washington Council of Governments,

777 North Capitol Street, NE, Suite 300

Washington, DC 20002

Submission Deadline: **June 15, 2017**

Time: 2:00 PM EDT

Questions / **Answers**

1. Bid Deadline has been extended to **June 15, 2017 2:00 PM**, at 777 North Capitol Street, NE, Suite 300, Washington, DC 20002. **See new Attachment E (page 3) for Bid Label to be used with your response.**
2. Those who have already sent their response and do not need to change their bid can simply acknowledge the addendums via email to rkonrad@mwkog.org
3. Are we able to bid certain categories of the RFP, or is this an all or nothing solicitation? **The RFP is an all of nothing offering. The membership prefers to deal with one vendor due to warranty and contract management issues.**
4. There was an error on the Proposal Form Item 4 - MAIN (page 32). This should read "STANDARD FEATURESET FOR SINGLE BAND MOBILE" Please use revised RFP document now posted online at https://www.mwkog.org/assets/1/25/RFP_17-016_Subscriber_Radios_Final_Revised.pdf
5. There will be an additional addendum to answer several questions submitted this week. The new deadline for all questions on this RFP is June 6, 2017.
6. If needed, a final addendum will be issued no later than end of business on June 8, 2017. See the website at <https://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/2017/05/01/rfp-17-016-subscriber-radios/> for all addenda.

Attachment E

PROPOSAL REPLY LABEL

SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

REQUEST FOR PROPOSAL

NO. 17-016

Submission Date: June 15, 2017 Time: 2:00 PM

Subscriber Radios

TO: Cooperative Purchasing Program Manager
 Metropolitan Washington Council of
 Governments,
 c/o Rick Konrad
 777 North Capitol Street, NE, Suite 300
 Washington, DC 20002



Metropolitan Washington
Council of Governments

Addendum No. 2

Date: 6/5/2017

REQUEST FOR PROPOSAL NO. 17-016

Contract for SUBSCRIBER RADIOS (REGIONAL)

Rick Konrad, *Cooperative Purchasing Program Manager*

Email: rkonrad@mwkog.org

Proposers shall submit one (1) original and five (5) copies of their written Proposal and six (6) CD's or USB's with the complete Proposal to:

Cooperative Purchasing Program Manager

c/o Rick Konrad

Metropolitan Washington Council of Governments,

777 North Capitol Street, NE, Suite 300

Washington, DC 20002

Submission Deadline: June 15, 2017

Time: 2:00 PM EDT

Questions / Answers

1) RE: 3.11.3 Radios shall be equipped to operate with Nickel-Cadmium, Nickel-Metal Hydride, and Lithium Ion battery technologies.

Please clarify requirement that Radios shall be equipped to operate with Nickel-Cadmium, Nickel-Metal Hydride, and OR Lithium Ion battery technologies.

Radios should be able to work with any battery that fits the proposed subscriber and produces the correct voltage.

Newer battery technologies will be considered. Please indicate the type of battery being used by the equipment in this submission and provide any additional documentation.

2) RE: 3.11.3 COG requires any proposed radio and battery technology to meet or exceed the Factory Mutual rating for intrinsically safe operation per Class I, Division II, Group A standards.

Since an FM Certification adds significant costs to a radio and usually only pertains to specialized agencies, we suggest this feature be made an option so that agencies that do not require the certification do not need to pay for it.

Intrinsically safe subscribers are necessary for most agencies in the MWCOG Region.

As a possible alternative option please indicate a deduct for the cost of radios without the FM Certification on the revised Proposal Form at the end of this document (Items 1J, 2J, 3J, 4J).

3) RE: 3.12.14, 3.12.22 References to Mid-tier & High-tier radios

The pricing sheets provided within the RFP do not reference mid- or high-tier price structures, or allow for dual-band pricing. Please provide revised pricing sheets or allow vendors to provide additional tables to present pricing based on tier and/or band.

Please see revised Proposal Form at the end of this document for tier options (Additional Options pricing columns 2 & 3).

Please provide information on additional dual-band pricing options in the Proposal.

Please provide any additional documentation regarding optional items.

4) RE: 3.12.22 All proposed public safety tier (high-tier and mid-tier) portable subscriber radios shall be equipped with high performance noise-cancelling, remote speaker microphones that provide an emergency button, discrete volume control, rotary channel selector knob, and audio earpiece connectivity.

You have mandated an implementation method for noise cancellation (dual microphones). There are other methods available which have been independently verified to provide better noise cancellation performance than dual microphones.

Please state in the proposal the method of noise cancelling that will be utilized if dual microphones will not be offered.

If a proposer has a different noise cancellation system that meets or exceeds the one listed on the specification they can submit it as an exception in their response. Please provide all related back up documentation for this exception.

5) **Please clarify if the speaker microphone is to include the features as listed or if the listed features are for the subscriber unit (should the speaker microphone have an emergency button, rotary channel knob, and audio earpiece connectivity; or is the requirement for a speaker microphone with an emergency button, and the subscriber unit should have a rotary knob and audio earpiece connectivity)?**

The speaker microphone should have all components listed in the specifications.

If a proposer does not manufacture a speaker microphone with all the components listed, then indicate an exception in your response and provide all related back up documentation for this exception in the proposal.

6) 3.12.24 All proposed portable subscriber radios shall be equipped standard with a belt clip in addition to any accessories that may be also ordered with the portable radios.

In Appendix A MWCOG refers to a "standard carry holder (plastic one)." Please confirm that the belt clip is the intended carry holder.

A belt clip desired option.

7) 3.14.3.2 *The LCD display shall be top-mounted, front-mounted, or dual display as specified in the Subscriber Inventory.*

Please clarify the reference to the Subscriber Inventory. The "radios by jurisdictions" does not indicate which jurisdiction may need mid- or high-tier radios, or which displays may be required.

The breakdowns of mid or high-tier radios as requested are not available. Ordering quantities for these types of subscribers are at the will of the individual agencies.

Each Jurisdiction within the MWCOG region have many different disciplines ranging from public safety entities (LE/Fire/EMS) to public works, schools, public transportation, and trash collections.

As an option please describe your mid-tier and high-tier portable subscribers and the specific discipline you think your portable subscriber most fits and provide optional pricing on revised Proposal Form at the end of this document.

Dual display is necessary for all high-tier models

8) 3.14.4.1, .2, .3 *The proposed XX charger shall be compatible with every proposed portable radio type, and different vehicular chargers shall not be required based upon the radio or battery type.*

Due to the request for mid- and high-tier radios please revise or remove this specification to allow for different batteries and chargers based on radio models. Doing so will make available product lines that will better meet the needs of various agencies.

Battery chargers should be compatible with every proposed portable radio type if possible. The intent is to not have a different charger types for a subscriber that may use multiple kinds of batteries if possible. A single charging option is desired to allow the most efficient and flexible operations of the radios.

If the Proposer does not have a single charging solution they should provide information on their charging system including which batteries can be charged by what chargers. This includes varying tiers and types. This should be listed as an exception on the Proposal.

9) 3.16.1 (3) *operational, compatible, field-installed, 700/800 MHz P25 trunking customer systems with system contact reference that utilize the same subscriber complement and system platform version;*

Please explicitly state the system platform version referenced.

All systems within the NCR are trunked systems either 3600 or 9600 Baud. Type II or Project 25.

Proposers' should state which system(s) they can operate on:

- Type II (3600 Baud) System
- P25 (9600 Baud) System
- Both

10) *Appendix A: MULTIPLE ENCRYPTION KEYS CAPABLE*

The radio specifications require “multiple encryption key capable” AES is the P25 standard for P25. Is it the MWCOG’s intent to request single-key AES with pricing for multi-key AES as an option?

Subscribers shall be single Key AES *at the minimum*. Multikey and Multi-algorithm (i.e. AES, DES, DES OFB) may also be proposed.

If only AES is offered, please indicate that in the Proposal.

If only single key subscribers are offered, then please indicate in the Proposal.

If there is an additional charge for multikey then please indicate in the Proposal Form (Item 5A).

11) *Appendix A: DVRS ACTIVATION*

The DVRS requirement is a Motorola only feature/offering. Please re-write the bid as a Motorola only RFP or re write this requirement to allow competing products facilitating an open procurement solicitation.

Mobile subscribers need to have VRS functionality. Our research indicates that this is not a technology exclusive to one vendor.

I. REVISED PROPOSAL FORM (Page 1 of 3)

TO: Metropolitan Washington Council of Governments
 777 North Capitol Street, NE, Suite 300
 Washington, DC 20002

Date: _____

PROPOSAL - SUBSCRIBER RADIOS

			High tier	Additional Option Mid tier	Additional Option Low tier
Item		Description	COST (Per Unit)	COST (Per Unit)	COST (Per Unit)
1	MAIN	STANDARD FEATURE SET-DUAL BAND PORTABLE			
		OPTIONS -			
1	A	OVER THE AIR PROGRAMMING (OTAP)			
1	B	MULTICAST VOTING SCAN			
1	C	MANDOWN OPERATION			
1	D	DVRS ACTIVATION			
1	E	ENHANCED DATA			
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING			
1	G	TRACTICAL RADIO STUN/KILL			
1	H	DIGITAL TONE SIGNALING			
1	J	Deduct for Non-Certified radios (see Addendum 2)			
2	MAIN	STANDARD FEATURE SET-SINGLE BAND PORTABLE			
		OPTIONS -			
2	A	OVER THE AIR PROGRAMMING (OTAP)			
2	B	MULTICAST VOTING SCAN			
2	C	MANDOWN OPERATION			
2	D	DVRS ACTIVATION			
2	E	ENHANCED DATA			
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING			
2	G	TRACTICAL RADIO STUN/KILL			
2	H	DIGITAL TONE SIGNALING			
2	J	Deduct for Non Certified radios (see Addendum 2)			
3	MAIN	STANDARD FEATURESET FOR DUAL BAND MOBILE			
		OPTIONS -			
3	A	OVER THE AIR PROGRAMMING (OTAP)			
3	B	MULTICAST VOTING SCAN			
3	C	DVRS ACTIVATION			
3	D	ENHANCED DATA			
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING			
3	F	TRACTICAL RADIO STUN/KILL			
3	G	DIGITAL TONE SIGNALING			
3	J	Deduct for Non-Certified radios (see Addendum 2)			

I. REVISED PROPOSAL FORM (Page 2 of 3)

PROPOSAL – <u>SUBSCRIBER RADIOS</u>			High tier	Additional Option Mid tier	Additional Option Low tier
Item		Description	COST (Per Unit)	COST (Per Unit)	COST (Per Unit)
4	MAIN	STANDARD FEATURESET FOR SINGLE BAND MOBILE			
		OPTIONS -			
4	A	OVER THE AIR PROGRAMMING (OTAP)			
4	B	MULTICAST VOTING SCAN			
4	C	DVRS ACTIVATION			
4	D	ENHANCED DATA			
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING			
4	F	TRACTICAL RADIO STUN/KILL			
4	G	DIGITAL TONE SINGNALING			
4	J	Deduct for Non-Certified radios (see Addendum 2)			
		ADDITIONAL OPTIONS -			
5	A	Additional charge for Multi-Key AES			

Addendums Acknowledged (if applicable) -

Addendum #1

YES ____ NO ____ N/A ____

Addendum #2

YES ____ NO ____ N/A ____

Addendum #3

YES ____ NO ____ N/A ____

Addendum #4

YES ____ NO ____ N/A ____

Others _____

I. REVISED PROPOSAL FORM (Page 2 of 3)

PROPOSAL - SUBSCRIBER RADIOS

<u>Proposal Check List Required Forms</u>	<u>Included</u>
One (1) original and five (5) paper copies of the RFP	_____
One (6) digital copies (CD or Memory Stick)	_____
Attachment A - Proposer Qualification Form	_____
Attachment B - Contact Information Form	_____
Attachment C - Non-Collusion Affidavit	_____
Attachment D - References	_____
Attachment E - RFP Reply Label (affixed to outside of bid submission)	_____
Attachment F - Rider Clause (acknowledged)	YES _____
Attachment G - Terms and Conditions (acknowledged)	YES _____
Accord Form - Proof of Insurance	_____
Sample Invoice	_____
Licensed Distributor documentation as appropriate	_____

*Exceptions YES _____ NO _____

*If yes please attach all on separate sheet(s) at the end of the bid submission.

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

NOTE: Please attach a written Proposal to this sheet outlining your organizational plan to meet the requirements of this RFP. Follow with all required attachments.



Metropolitan Washington
Council of Governments

Addendum No. 3

Date: 6/8/2017

REQUEST FOR PROPOSAL NO. 17-016

Contract for SUBSCRIBER RADIOS (REGIONAL)

Rick Konrad, *Cooperative Purchasing Program Manager*

Email: rkonrad@mwkog.org

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Cooperative Purchasing Program Manager

c/o Rick Konrad

Metropolitan Washington Council of Governments,

777 North Capitol Street, NE, Suite 300

Washington, DC 20002

Submission Deadline: **June 22, 2017**

Time: 2:00 PM EDT

Notes

1. The RFP opening date has been moved to Thursday, June 22, 2017 at 2 PM. The final day for submitting questions will be by noon, Monday, June 12, 2017. Final addenda, if needed will be released by end of business (5:00 PM EST) June 15, 2017.
2. Please use the revised bid label (Attachment E Revised) on page 5 of this document.
3. Please see with a revised breakdown of the subscriber radios type and quantities in Attachment A on page 4 of this document.
4. Please be advised the DBE section of the RFP Specifications has been removed as per question #2 (see revised Specifications Section IV.1 on pages 6-8 of this document) and the scoring matrix has been revised in Attachment H (page 9 of this document).

Questions / Answers

1. *Page 3, Section 1.6* In what form or format does the vendor need to provide its proof of insurance or can a Certificate of Insurance be provided within 30 days after an executed contract? **The preferred form is an Accord 25 Form. The form must be provided before the contract has been executed if a Memorandum of Insurance from the insurer is provided with the RFP response as per below. Otherwise the Certificate of Insurance should be provided with the RFP.**

Can the vendor respond with a Memorandum of Insurance from its underwriter in the bid response, then produce the actual Certificate post-contract award? **YES.**

2. *Page 11. Section IV – 1.5* How can the vendor or COG calculate the DBE participation when there is no contract value? A vendor's response gets 15 points for 35% participation. 35% of what? **Due to the difficulties in measuring this participation effectively the DBE Requirement has been removed (see page 6) and the scoring has been revised. Please see the revised Attachment H page 9 of this document.**
3. *Page 13, Section IV – 3.3* In order to comply with this section, the Vendors need to know the features and characteristics of each individual jurisdictional radio system such that those features and characteristics can be listed in the price pages for all Vendors to comply with and set a price for. Please provide all these items such that comprehensive radio builds that pertain to each Agency can be shown correctly.

The National Capital Region (NCR) is comprised of 15 Disparate Radio Systems. Each Radio System is Project 25 (P25) compliant and is either Phase 1 or Phase 2 or

a combination or both. The region requires the subscribers to operate on Phase 1 or Phase 2 P25 compliant radio systems.

4. Page 13, Section IV – 3.4 Please confirm that “over-the-air” means via the Agency LMR system. **Yes. Agency LMR System.**
5. Page 13, Section IV – 3.11.3 Did the RFP mean to say “UL” instead of “FM”? Or can the section be re-written to say “Intrinsically Safe” and then have the Vendors describe how they manufacture an Intrinsically Safe radio? **The manufacturer is required to present an Intrinsically Safe certification for the subscribers in the proposal. Please indicate the type of manufacture (UL, FM, or other) that is being offered.**
6. Page 31 – Proposal Form Please provide a pricing item for the Vehicular Adapter. **Please provide pricing for a Vehicular Adapter in the proposal as a separate option on the proposal.**
7. Addendum 1 While we understand that different radio builds can be offered as options, please confirm that only those radios that meet the specifications will be used to score the winning bid. **This solicitation is being offered as a RFP to allow the ability to review all offerings. The review committee reserves the right to review submissions that include exceptions to the specifications and to determine the best proposal that meets the region’s needs.**

Attachment A

Revised Breakdowns of Subscriber Radio Quantities.

Subscriber Radios Current Types

Agency/Jurisdiction	Mobile	Portable	Totals
Alexandria	900	1200	2100
Amtrak		12	12
Arlington County	474	1421	1895
Charles County	700	1300	2000
City of Fairfax PD	61	80	141
District of Columbia	1529	7003	8532
Fairfax County	2000	5300	7300
NCR CIG	50	1250	1300
Fairfax County Sheriff	125	700	825
Falls Church	30	90	120
Fredrick County	1500	3000	4500
MCFRS	1000	2000	3000
Montgomery County PD	2000	2000	4000
MWAA	750	1350	2100
Prince Georges County	4000	7000	11000
Prince Willian County	2292	3043	5335
Stafford County	400	600	1000
Supreme Court Police		200	200
Loudoun County	900	1700	2600
TOTAL	18711	39249	57960

Attachment E REVISED

PROPOSAL REPLY LABEL

SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

REQUEST FOR PROPOSAL

NO. 17-016

Submission Date: June 22, 2017
Time: 2:00 PM

Subscriber Radios

TO: Cooperative Purchasing Program Manager
Metropolitan Washington Council of
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777 North Capitol Street, NE, Suite 300
Washington, DC 20002

IV. SPECIFICATIONS (REVISED)

1. AWARD CRITERIA

All Proposals should address the following criteria (See sample scoring sheet on Attachment H):

1.1 Cost (35% 45%) – the unit cost as stated in the Proposal shall make up 35% 45% of the scoring for this RFP.

1.2 Organizational Capacity (15%20) –

1.2.1 Proposers must outline their ability to provide the product being procured by submitting information on key staff (and their experience), and their ability to provide the required volume of product in a timely manner.

1.2.2 A credit and background check will be done as part of this evaluation process. A Dunn & Bradstreet number is required to evaluate the financial capacity of the Proposer (See Attachment A).

1.2.3 Proposer will provide a plan on addressing future technology changes in subscriber radio equipment and services.

1.3 Experience and References (15%) – Proposers should also provide an outline of their corporate experience along with references of at least three (3) other government public safety organizations for which they provided a similar product and level of service projected on this procurement as set forth in Attachment D and section II.1.4.

1.4 Warranty and Service Agreement (20%) - the Proposer shall outline all warranties on equipment and submit options for ongoing service agreement(s). Proposal should describe their warranty to include standard and extended and any cost the customer would incur while the equipment is under warranty to include shipping, labor or other ancillary cost.

~~1.5 Disadvantaged Business Enterprise (MBE/DBE) (15%)~~

~~1.5.1 DBE participation shall be a component of the Proposer selection process for this RFP. COG has established a DBE goal of 15% for this project. COG's DBE Policy may be viewed on its website~~

www.COG.org/purchasing_and_bids/dbe_policy/. Responding firms shall submit with their Proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).

1.5.2 COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

1.5.3 Federal Law CFR Part 26.37 (Monitoring Performance) requires the Metropolitan Washington Council of Governments to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is performed by DBE's. To comply with this requirement, the awarded vendor(s) will be required to submit a monthly report and supporting documentation (DBE invoices, check registers, etc.) showing timely payments to the DBE's listed in your proposal. This information should be submitted by the 30th of April 30th and the 31st of October 31st of each year on all contracts made pursuant to this RFP in conjunction with other required reporting.

1.5.4 A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between two or more Proposals, the Proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

———— PARTICIPATION POINTS

———— 10% to 14% ————— 3

———— 15% to 19% ————— 6

———— 20% to 24% ————— 9

———— 25% to 34% ————— 12

———— 35% or more ————— 15

SAMPLE DBE PARTICIPATION PLAN

DBE SUBCONTRACTOR		PERCENTAGE OF CONTRACT
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	

NOTE: See Attachment H for a sample scoring sheet

ATTACHMENT H REVISED

PROPOSAL EVALUATION FORM FOR RFQ #17-016

All Proposals will be evaluated using the criteria set out below:

Offeror's Name: _____

Reviewer's Name: _____

Reviewer's Agency: _____

Product meets the minimum specification YES _____ NO _____

FACTOR	MAXIMUM POINTS	AWARDED POINTS
Cost per unit	45	
Organizational Capacity (Staffing, Supply, Delivery)	20	
Experience and References	15	
Warranty and Service Agreement	20	
Total Points	100	

Comments: _____

Signature _____ Date _____

