



State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
Contracts and Legal Division, Master Contracts & Consulting (MCC)
1500 Jefferson, PO Box 41411 • Olympia, Washington 98504-1411 • (360) 407-2210
<http://www.des.wa.gov>

REQUEST FOR PROPOSAL (RFP)

The State of Washington Department of Enterprise Services on behalf of the WSCA-NASPO Cooperative Purchasing Program



Title: Public Safety Communication Equipment

Part I SOLICITATION DOCUMENT

Solicitation Number	Pre-proposal Conference Date & Time	Proposal Due Date & Time
06913	April 9, 2014 9:00 A.M. to estimated 5:00 P.M.	May 15, 2014 2:00 PM.
Robert Paulson, Jr., C.P.M. Procurement Coordinator Phone: (360) 407-9430 E-mail: robert.paulson@des.wa.gov		

To request this information in alternative formats call (360) 407-2210, or TDD (360) 664-3799.

Proposals must be received on or before the Proposal Due Date & Time at this location:

Department of Enterprise Services
Mailing Address: PO Box 41411
Olympia, WA 98504-1411

Street Address: 1500 Jefferson Street, SE
Olympia, Washington 98501

**RFP 06913, Public Safety Communication Equipment
Part I Solicitation Document**

**BIDDER'S AUTHORIZED OFFER
(PROPOSAL SIGNATURE PAGE)
RFP# 06913 Public Safety Communication Equipment
Issued by the State of Washington**

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting contract.

1. The prices in this Response have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Proposal.
2. The attached Response is a firm offer for a period of 180 days following the Response Due Date specified in the RFP, and it may be accepted by the MCC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's solicitation, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the state will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the contract terms and conditions appearing in [Part II](#), if selected as a Contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in [Part II](#), all appendices, and incorporated documents of this solicitation.
6. The authorized signatory below acknowledges having read, understood and agree to abide by all information contained in the RFP, all appendices, and incorporated documents.
7. By submitting this RFP, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Proposal submitted and any contract awarded as a result of this solicitation.

Bidder's Signature

Company Name

Title

Date

CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

(MINIMUM REQUIRED SUBMITTALS)

Signed Bidder's Authorized Offer	<input type="checkbox"/>
Unsigned Part II Model Contract	<input type="checkbox"/>
Proposal Amendment(s) <i>(if applicable)</i>	<input type="checkbox"/>
Appendix D Bidder Information and Profile	<input type="checkbox"/>
Appendix E Contract Management and Performance Plan	<input type="checkbox"/>
Appendix F Nationwide Network of Subcontractors/Dealers/Distributors	<input type="checkbox"/>
Appendix G Specifications	<input type="checkbox"/>
Appendix H Price Worksheets	<input type="checkbox"/>
Appendix I Customer Reference Questionnaire (from minimum of 4 references)	<input type="checkbox"/>

The following documents do not need to be returned:

Part I Solicitation Document (except signed Bidder's Authorized Offer)
Appendix A Protest Procedure
Appendix B Standard Definitions
Appendix C WSCA-NASPO Master Agreement Terms and Conditions
Appendix I Customer Reference Questionnaire (to be returned by reference directly to
Procurement Coordinator)
Appendix J Intent to Participate
Appendix K Individual States' Terms and Conditions
Appendix L Procurement Reform Small Business Fact Sheet

Proposal Submittals to be returned after award:

The following documents need not be returned with the proposal package submission. However, Contractor will be required to submit such documents at a later date as required by the Contract terms or as requested by the Contract Administrator.

- Sales and Subcontractor Report
- Other Required Reports

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1.0 SOLICITATION OVERVIEW

1.1 ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services (DES) acting through its Master Contracts and Legal Division, Master Contracts & Consulting (MCC) issues this Request for Proposal (RFP) acting under the authority of its enabling legislation Revised Code of Washington (RCW) [39.26](#) .

1.2 STANDARD DEFINITIONS

See Appendix B Standard Definitions.

1.3 SOLICITATION AMENDMENTS

Prior to submittal due date and time, the DES reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement. Bidders may be required to sign and return solicitation amendments with their proposal. Bidders must carefully read each amendment to ensure they have met all requirements of the Solicitation.

1.4 CONTRACT FORMATION

A proposal submitted in response to the solicitation is an offer to contract with the Washington State Department of Enterprise Services (DES). A proposal becomes a contract only when accepted, awarded in writing and signed by both parties.

1.5 INCORPORATION OF DOCUMENTS INTO CONTRACT

This solicitation document, any subsequent amendments and the bidder's response will be incorporated into the resulting Contract.

1.6 RIGHT TO CANCEL

The DES reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligation or liability.

1.7 MODEL CONTRACT

A Model Contract has been included as Part II. In many instances, the solicitation document references and links to the Model Contract as opposed to duplicating identical language. This was done to protect against the possibility of language inconsistencies. In addition to the BIDDER'S AUTHORIZED OFFER, bidders should return the contract document with their response, without modification or contingency.

The apparent successful bidder(s) will be expected to execute the Contract within ten (10) business days of its receipt of the final Contract. If the selected bidder fails to sign the Contract within the allotted ten (10) business days' time frame, the MCC may consider the apparent successful bidder to be non-responsive and may elect to cancel the intended award, and award the Contract to another bidder, or cancel or reissue this solicitation (see Section 1.6, Right to Cancel of Part I Solicitation

Document). Bidder's submission of a response to this solicitation constitutes acceptance of these Contract requirements.

1.8 NON-ENDORSEMENT AND PUBLICITY

In selecting bidder(s) to supply equipment and service to Purchasers (Purchasing/Participating Entities), neither MCC nor Purchasers are endorsing the vendor's products or services, nor suggesting that they are the best or the only solution to their needs. See also Section 8.3 Non-Endorsement and Publicity of the Model Contract.

1.9 IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW [39.26](#) and WAC [200-300-075](#), DES has established a schedule of price adjustments applicable against any bidders submitting responses from states which grant a preference to their own in-state businesses as identified in the [Preference Table](#). The reciprocity adjustment is applied as follows.

- These adjustments will be applied in formal sealed request for proposal solicitations only.
- The business address from which the response was submitted will determine if an adjustment is to be applied.
- The appropriate percentage will be added to each response bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington state bidders.
- This action will be used only for evaluation. In no instance shall the increase be paid to a supplier whose response is accepted.

1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in [RCW 39.26](#), the State of Washington encourages participation in all of its contracts by small businesses, veteran-owned, and Minority and Woman Owned Business Enterprise (MWBE) firms certified by the [Office of Minority and Women's Business Enterprises](#) (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a contractor. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the original solicitation, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation will apply. Bidders are encouraged to contact the [Office of Minority and Women's Business Enterprise](#) (OMWBE) for information on becoming a certified firm as set forth in Washington Administrative Code (WAC) Chapters 326-02 and 326-20; or for information on other certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage bidders from inviting participation from non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

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In support of the Washington's economic goals and similar economic goals established by Participating Entities, although not an award factor, Bidders are encouraged to consider the following in responding to this RFP. Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. The following voluntary numerical goals have been established for this solicitation:

- 3 percent women-owned businesses (WBE);
- 3 percent minority-owned businesses (MBE);
- 3 percent small businesses (SB);
- 3 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified. Also see Appendix K Procurement Reform Small Business Fact Sheet.

Bidders who are MWBE or intend to use small, veteran-owned, minority-owned and women-owned business enterprise subcontractors are encouraged to identify the participating firm(s) on Appendix D Bidder Information and Profile and as appropriate on Appendix F Use of Nationwide Network of Subcontractors/Dealers/Distributors.

2.0 SUMMARY OF OPPORTUNITY

2.1 PURPOSE

The purpose of this solicitation is to solicit proposals from manufacturers of public safety communication equipment to establish contracts/master agreements for the purchase of voice communication equipment. These awarded contracts will replace the current WSCA-NASPO multi-state contract 02702 administered by the state of Washington and are intended to meet the needs of public safety governmental customers as well as those of general government customers. It is anticipated that multiple vendor awards by product category/subcategory will be made.

Manufacturers who offer public safety communication equipment in one or more of the following equipment categories/subcategories are encouraged to respond to this solicitation. Only proposals from manufacturers will be considered.

1. Radios – LMR (Land Mobile Radios)
 - Portable (single-band and dual-band)
 - Mobile(single-band and dual-band)
 - Desktop/Consoles (single-band and dual-band)
 - Base Station/Repeater
 - In-vehicle Repeater
2. Gateway Devices
3. Microwave Radios
4. Dispatch Consoles
5. Microwave Antennas
6. Mobile Radio Antennas
7. Base Station/Repeater Radio Antennas

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During the term of the contract additional contract awards may be made to accommodate customer needs for public safety communication equipment in categories or subcategories not originally included in the initial RFP and awarded contracts, including new and improved technology products introduces into the marketplace.

2.2 BACKGROUND

This Contract is for the purchase of public safety communication equipment by public safety and general government customers. This contract is a replacement for the Western States Contracting Alliance (WSCA) Contract 02702. (A summary of the current contract may be found on the Washington State Department of Enterprise Services' website at:

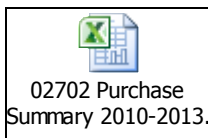
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=02702>

Under the header – **Contract Documents & Resources** – select “View Current Contract Information (CCI)” document.

The current contract 02702 has been extended until October 29, 2014. Contracts awarded as a result of this solicitation 06913 may run concurrently with the current WSCA contract 02702 while customers transition to the new contracts. Contract vendor reported sales to all contract customers during the four-year period 2010-2013 totaled \$386,963,862.

The seven vendors reporting the largest number of sales for this period were: Motorola Solutions \$245,526,298 (63.4%), Harris Corporation \$38,573,327 (10.0%), Alcatel-Lucent \$30,749,653 (7.9%), Kenwood USA Corporation \$19,670,869 (5.1%), Aviat \$9,149,824, Tait North America \$7,235,375 (1.9%) and Aeroflex Wichita \$7,072,005 (1.8%) for a total of 92.5% of total contract sales.

The seven states with the largest value of purchases during this period were: California \$65,356,630 (16.9%), Colorado \$43,977,389 (11.4%), Washington \$41,040,747 (10.6%), Oregon \$31,209,544 (8.1%), Oklahoma \$31,009,298 (8.0%), Wisconsin \$23,609,740 (6.1%) and Alaska \$23,212,800 (6.0%) for a total of 77.7% of total contract purchases. Reported sales by contract vendor and purchases by state are shown on the below embedded Excel Spreadsheet. DES makes no representations as to the accuracy of sales reported by contractors.



2.3 WSCA-NASPO BACKGROUND INFORMATION

The WSCA-NASPO Cooperative Purchasing Program consists of all 50 states, the District of Columbia and the organized US territories. The Program is assisted in its administration by the WSCA-NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites – www.wsca-naspo.org and www.naspo.org

2.4 CONTRACT SCOPE

See Section 1.1 Contract Scope of the Model Contract.

2.5 PURCHASERS (PARTICIPATING ENTITIES)

See Section 1.6 Purchasers/Participating Entities of the Model Contract.

2.6 CONTRACT TERM

See Section 1.5 Contract Term of the Model Contract.

2.7 ESTIMATED USAGE

See Section 1.4 Estimated Usage of the Model Contract.

2.8 AWARD

On behalf of WSCA-NASPO Cooperative Purchasing Program, the intent of the state of Washington is to make multiple contract awards to Bidders determined to be within a competitive range per product category/subcategory as a result of this solicitation, in accordance with the evaluation criteria set forth in Section 8.0 Proposal Evaluation and Contract Award of Part I Solicitation Document.

In conformity with their respective local ordinances and/or state laws Purchasers/Participating Entities may establish supplemental contracts (Participating Addendums) with one or more Contractors to meet their communication equipment needs.

3.0 TIMELINE

3.1 PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The MCC reserves the right to change the schedule. Notification of changes to the procurement schedule prior to proposal opening will be sent electronically to all properly registered users of the Department of Enterprise Services' Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

Projected Schedule of Events:

Date/Time	Event
March 12, 2014	Issue Solicitation document (available for download from www.des.wa.gov/webs)
April 9, 2014	Bidder Pre-proposal Conference (see Section 3.2 for location/directions, etc.)
April 14, 2014	Deadline for Bidder Questions, Comments, and Complaints
As necessary	Amendment issued, if applicable (bidders should begin checking the website for any amendments)
May 15, 2014- 2:00 PM	Proposals Due
Next Day	Evaluation begins
August 11, 2014	Anticipated announcement of Apparent Successful Bidder(s)
	Bidder debriefs (as requested)
September 12, 2014	Issuance of awarded Contracts
October 1, 2014	Anticipated Contract start

3.2 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference to address solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, vendors are encouraged to attend and actively participate.

The pre-proposal conference will be scheduled to be made available by webinar. If you are interested in participating via webinar, you must notify the Procurement Coordinator listed on the front page of this solicitation seven (7) calendar days before the scheduled conference so necessary arrangements can be made.

This webinar is a courtesy only. Should there be a technical malfunction, the MCC is not obligated to reschedule the pre-proposal conference or delay the RFP schedule. The only sure way to participate in this conference is to attend in person. Attendance through webinar participation is at the Bidder's own risk.

If interpretations, specification modifications, or other changes to the solicitation are required as a result of the conference, the Procurement Coordinator will make amendments to the solicitation and will provide those amendments by posting them on WEBS at www.ga.wa.gov/webs.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Procurement Coordinator identified on the face page of this solicitation.

Pre Proposal Date: Wednesday, April 9, 2014

Time: 9:00 A.M. to estimate 5:00 P.M.

Location: Conference Room at:
Seattle Marriott Sea-Tac Airport
3201 S. 176th Street
Seattle, WA 98188
(206) 241-2000

3.3 COMPLAINT, DEBRIEF AND PROTEST

Complaint: This solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five business days before the bid/proposal due date. The complaint period is an opportunity for the bidder to voice objections, raise concerns or suggest changes. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. DES will consider all complaints but is not required to adopt complaint, in part or full. If bidder complaints result in changes to the IFB, written amendments will be issued and posted on WEBS.

Complaints must be in writing and sent to the Procurement Coordinator located on the face page of this document.

Debrief: Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the bidder's bid/proposal. A debrief is a required prerequisite for a bidder wishing to lodge a protest. Following the evaluation of the bids/proposals, DES will issue an Announcement of the Apparent Successful Bidder (ASB). That announcement may be made by any means but DES will likely use email to the bidder's email address provided in the bidder's bids/proposals. Bidders will have three business days to request a debrief meeting. Once a debrief meeting is requested, DES will offer the requesting bidder one meeting opportunity and notify the bidder of the debrief

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meeting place, date and time. Please note, because the debrief process must occur before making an award, DES will likely schedule the debrief meeting shortly following the Announcement of the ASB and the bidder's request for a debrief meeting. DES will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, bidders should plan for contingencies and alternate representatives and bidders unwilling or unable to attend the debrief meeting will lose the opportunity to protest.

Protest: Bidders wishing to protest must do so in conformity with Appendix A Complaint, Debrief and Protest Procedures in the Appendices section below.

4.0 INSTRUCTIONS TO BIDDERS

This section contains instructions for bidders regarding the preparation and submission of a proposal.

4.1 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for Bidder Questions, Comments, and Complaints consistent with Section 3.1 Procurement Schedule of Part I Solicitation Document. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

Unauthorized contact regarding this RFP with other state employees or sourcing team members involved with the RFP may result in disqualification. All oral and written communications will be considered unofficial and non-binding on the Procurement Coordinator. Bidders should rely only on written amendments issued by the Procurement Coordinator.

While Bidder input will be considered, the Procurement Coordinator shall be under no obligation to respond back to the Bidder, implement or otherwise share the input provided with the pool of potential bidders. Further, if additional clarification is necessary such communication shall not be considered as negotiation with the Bidder.

Additionally, if a bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the bidder for protest purposes.

4.2 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an authorized representative who will be the principal point of contact for the DES Procurement Coordinator for the duration of this RFP process. Bidder shall complete Appendix D Bidder Information and Profile. See also Section 2.3 Contractor Supervision and Coordination of the Model Contract.

4.3 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Services' WEBS at <http://www.ga.wa.gov/webs> .
2. Maintaining an accurate Vendor profile in WEBS

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3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Proposal. Bidders and potential bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

4.4 PREPARATION OF PROPOSALS

Due date and time:

Original, signed (in ink), sealed proposals must be received on or before the due date and time at the location identified below. If a proposal is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the proposal receipt is preserved.

Format:

The submittals for this solicitation shall consist of one (1) original hard copy document and one (1) electronic copy on a computer disk (CD) or USB flash drive. The electronic copy format should be submitted in MS Word or searchable pdf. Should the hard copy and the electronic copy conflict, the hard copy document will prevail.

The hard copy proposal must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the bidder. All changes and/or erasures shall be initialed in ink. Unsigned proposals will be rejected on opening unless satisfactory evidence was submitted clearly establishing the bidder's desire and intent to be bound by the proposal, such as a signed cover letter. Incomplete or illegible proposals may be rejected.

Note: In a joint effort to save costs, reduce waste and save energy, bidders are encouraged to use double-sided printing and recyclable materials.

Opening of Proposals:

After the proposal due date and time, the bid clerk will open and process sealed proposals protecting the confidentiality of the contents. The names of the bidders will be recorded and made available upon request. Proposal contents will not be available for public view until after announcement of the apparent successful bidder (RCW 39.26.030). (Reference Part I Solicitation Document section 8.2 Selection of Apparent Successful Bidder)

Copies of Proposal:

Along with the original proposal, Bidders are to submit eight (8) hard copies of their proposal along with the original. These copies may be used during evaluation.

Identification and Delivery:

To facilitate proper delivery and processing, responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed proposals should be clearly identified on the outside of the package with the following information to the DES at the address below:

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Bidder's Address
Solicitation Number
Opening date and time
Name of Procurement Coordinator

Mailing:
Department of Enterprise Services
Master Contracts & Consulting
PO Box 41411
Olympia WA 98504-1411

Street Address:
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, Washington 98501

4.5 ALTERATIONS TO OFFICIAL DOCUMENTS AND CONFLICTING MATERIALS

Bidders are required to read, understand, and agree to the document and any other included or incorporated documents as written. The Bidder shall complete any required documents but shall not alter any language of the document or other included documents. Only DES is authorized to alter the document's language, which must be done by official Amendment.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions. Bidders are advised to review and identify any problematic language during the question and answer period. All exceptions to terms and conditions must be clearly identified and submitted as part of the Bidder's Proposal Response. Proposed exceptions and/or revisions shall be submitted as follows:

- Method: All exceptions and/or proposed revisions shown must use the solicitation document as the baseline document and the "Track Changes" feature of MS Word is to be used to show any proposed exceptions and/or revisions.
- Required Format: MS Word.

The Procurement Coordinator will at his/her sole discretion determine the acceptability of exceptions. Exceptions deemed unacceptable will be found non-responsive and will be rejected. Those proposals not immediately deemed unacceptable will be considered if the Bidder is found to be an Apparent Successful Bidder.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract/Master Agreement. DES, at its sole discretion, reserves the right to negotiate improvements to responsive and responsible proposals.

4.6 WITHDRAWAL OR MODIFICATION OF PROPOSAL

Bidders will be held responsible for all errors or omissions contained in their responses.

Prior to response due date and time:

Modification: Mistakes in proposals detected prior to the due date and time may be corrected by the bidder by withdrawing the original proposal and submitting a corrected proposal to DES before the due date and time. If there is not sufficient time prior to the due date and time to withdraw the original proposal and submit a corrected proposal, the bidder, or an authorized representative, may correct the mistake on the face of the original proposal provided that the corrected proposal is time stamped by DES upon resubmission prior to the due date and time. (See [WAC 200-300-105](#)).

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Withdrawal: An authorized bidder representative is permitted to withdraw its response before the due date and time by submitting the withdrawal request in writing. Withdrawn responses will be returned unopened to the bidder.

After response due date and time:

No modification: Bidder mistakes in a proposal detected after due date and time may not be corrected.

Withdrawal: If the bidder submits evidence in writing satisfactory to DES that a mistake has been made by the bidder in the calculation of its proposal, DES may allow the proposal to be withdrawn provided that the claim of mistake and supporting documentation is provided within three business days after the due date and time. Compliance with this section within the specified time limit shall relieve the bidder of forfeiture of its bid guarantee. If DES subsequently reissues the solicitation, the bidder having made the mistake may not participate in that solicitation. (See WAC [200-300-110](#)).

Clarification: DES reserves the right to contact bidder for clarification of response contents.

4.7 BIDDER INFORMATION AND PROFILE

Bidder shall complete the information in Appendix D Bidder Information and Profile.

4.8 PAYMENT TERMS

Bidders must indicate which Payment Terms will be offered in Appendix D Bidder Information and Profile.

4.9 PROPOSAL PRICING

Proposal prices must include all cost components needed to provide products and services to provide public safety communication equipment as described in this Solicitation document. All costs associated with public safety communication equipment must be incorporated into the price of the Bidder's Response to this RFP.

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

No volume commitments are specified in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

4.10 CUSTOMER REFERENCES

Bidders are to select from among their largest governmental customers at least four references for each equipment category and subcategory listed on the questionnaire that are willing to complete the Customer Reference Questionnaire (Appendix I) and return it to the RFP Procurement Coordinator. Customer references may complete and submit different questionnaires for different equipment categories or groups of categories if they wish to do so. Since customers will be identifying specific equipment categories and subcategories for the different types of equipment purchased from the vendor, bidders may wish to coordinate with each customer to confirm at least four references selected each of the listed categories and subcategories.

Each customer reference must have made equipment purchases in one or more of the equipment categories or subcategories listed on the questionnaire. The aggregate value of these purchases must have exceeded \$250,000 during the past two years. Each customer reference will be asked to

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evaluate and score the Bidder's company performance on a scale ranging from a high of 5 for "exceptional" service to a low of 1 for "un-satisfactory" service for each of ten different issues. Completed and returned Customer Reference Questionnaires will be used to evaluate and score the Bidder's past performance and will be considered during proposal evaluation.

For each customer's reference questionnaire the bidder should fill in their company name at the top of the questionnaire, print the name of their company person and telephone number sending the customer the questionnaire. This will allow the customer reference to contact the bidder should there be questions about the RFP process or the questionnaire.

Bidders are to list each of their customer references sent a questionnaire in Appendix D Bidder Information and Profile. For each reference Bidder is to identify (on a best guess basis) which category and subcategory of public safety communications equipment the reference is likely to mark on the questionnaire returned to the RFP Procurement Coordinator.

4.11 EQUIPMENT/PRODUCT DEMONSTRATION

Prior to award, Bidder(s) may be required to present an offered unit for demonstration of its performance and capability as requested by the Procurement Coordinator.

Performance demonstration(s) must be conducted within ten (10) business days after notification that such demonstration(s) is required. Bidder(s) shall conduct all demonstration(s) at one or more designated location(s) within the state of Washington and/or any other state within the continental United States and Bidders are responsible for their own costs associated with the demonstration(s).

The Bidder(s) will coordinate with the DES Procurement Coordinator to establish the location, date and time of the performance demonstration(s). (Also see Section 5.2 Equipment Demonstrations of the Model Contract.)

4.12 PUBLIC RECORDS AND EXEMPT INFORMATION

All documents submitted by Bidders to DES as part of this procurement will become public records as defined by the Public Records Act, Revised Code of Washington (RCW) [42.56](#). DES will not disclose any documents submitted in response to this solicitation until after announcement of apparent successful bidder(s).

In most cases, DES will not ask bidders to submit confidential materials. However, if a bidder chooses to submit such materials, it should read and understand the following:

- DES will maintain the confidentiality of bidder documents only if a bidder clearly and prominently marks them as "CONFIDENTIAL" or "PROPRIETARY" or "TRADE SECRET."
- DES requires that any confidential or proprietary documents be submitted in a separate envelope(s) marked "CONFIDENTIAL" or "PROPRIETARY" or "TRADE SECRET."
- DES's responsibility is limited to:
 1. Taking reasonable steps to protect clearly marked documents; and
 2. Notifying a bidder of any public records request(s) for the documents

When a public records request seeks confidential or proprietary documents or trade secrets submitted by bidders following the procedures above, **DES will:**

- Notify the bidder: DES will identify the requestor and the date that DES will disclose the requested documents unless the bidder gets a court order directing DES to withhold them.
- Disclose the requested documents after giving bidder an opportunity to seek a court order barring disclosure

DES will NOT:

- Evaluate or defend a bidder's claim of confidentiality. The bidder must defend its claim and take appropriate legal action to do so.
- Withhold or redact any document without a court order.

Questions about confidentiality or exemption to disclosure should be directed to the Procurement Coordinator or the DES public records office at (360) 407-8768.

4.13 DESCRIPTIVE LITERATURE

Bidder may submit with its proposal catalogs and/or descriptive literature for the public safety communication equipment offered to meet target product specifications. Descriptive literature should show how the product offered is equal in quality, function and performance to the target product specifications identified herein.

4.14 SAMPLES

The DES reserves the right to ask for samples at Bidder's expense. If not destroyed in testing or required for quality control, Bidders may request return of samples at their expense. Bidder must provide desired method of returning and exact postage or a call tag for samples to be returned. Each sample must be labeled with return address. If Bidder does not request return within sixty (60) calendar days of contract award, samples will be considered property of the state.

Labeling and Warranty: All samples provided shall be identical to products quoted by Bidder and shall be labeled with Bidder's name, stock number, proposal number, proposal line item number. All samples are an express warranty, which shall also apply to all products provided under this Contract. Bidders failing to comply with this requirement will have their proposal rejected or contract terminated.

Samples may be requested at any time after proposal opening and prior to contract award. Failure to provide requested samples or literature within seven (7) calendar days after request will result in proposal rejection. At the time of sample request, Bidder shall be notified of the type and number of sample required and the delivery destination for the samples requested.

4.15 SPECIFICATIONS

Bidder shall complete and return the Appendix G Specifications for each category or subcategory of public safety communication equipment for which they wish to compete for an award. Several categories of public safety communication equipment have been identified in this RFP. These include: Radios, Gateway Devices, Microwave Radio, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas and Base Station/Repeater Antennas.

For the category of Radios we have identified the following subcategories each with its own target product specification:

- Portable (dual-band, single-band tier I and single-band tier II)
- Mobile(dual-band, single-band tier I and single-band tier II)
- Desktop/Consoles (dual-band, single-band tier I and single-band tier II)
- Base Station/Repeater (single-band tier I and single-band tier II)
- In-vehicle Repeater

A single target product specification is used for the other categories, including: Gateway Devices, Microwave Radios, Dispatch Consoles, Microwave Antennas, Mobile Radio Antennas and Base Station/Repeater Radio Antennas.

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For each category or subcategory for which Bidders wish to compete for an award, in addition to identifying the brand and model number of the product being offered as meeting the target specifications, Bidders will need to provide a response for each specification line item in the column identified “Describe/explain how Vendor meets or exceeds specifications.” Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages (12 point font) per target product) if more space is needed to describe/explain how specifications are met or exceeded. Descriptive product literature (without page limitation) may also be provided as deemed necessary by the Bidder and may be submitted as an attachment to Appendix G Specifications.

4.16 PRICING

Bidders are to offer pricing in Appendix H Price Worksheets for each category or subcategory for which they wish to be considered for an award. Bidders are to identify by manufacturer and model number the specific product offered which meets or exceeds target product specifications described in Appendix G Specifications. Identify a fixed percentage discount (rounded to the 1/10 of one percent) to be applied off the manufacturer’s list price for the entire product.

In response to each specification line item, identify your part number which meets the specified performance, feature or accessory. Then show by line item the price for: the manufacturer’s list price; the fixed percentage discount offered; and the net price (i.e. the list price, less the fixed percentage discount, equals the net price rounded to the whole cent). Total line item net prices for the entire target product as configured shall be used for evaluation purposes.

Bidders may also wish to offer pricing Appendix H Price Worksheets for services that they offer including but not limited to: equipment configuration and system design, equipment installation, equipment testing and customer acceptance, training, equipment repair and training. Pricing should be shown as a fixed percentage discount off the reference list price.

Bidders who wish to offer other products they sell under this product category/subcategory may list these products on Appendix H Price Worksheets for consideration and possible inclusion in the contract award provided the level of price discount offered is equal to or greater than that offered bid for the target product. Additional product lines must meet established industry standards for the product.

However, for single-band tier II subcategories Bidders may not list any of their single-band tier I products under the header “Other Available Products/Models” on the price worksheets used for the following subcategories - portable, mobile, desktop/consoles and base station/repeater.

5.0 BIDDER QUALIFICATIONS

5.1 BIDDER’S CONTRACT MANAGEMENT AND PERFORMANCE PLAN

Bidders should provide responses to the following issues as an attachment to Appendix E Contract Management and Performance Plan. Responses will be evaluated and scored. Reference Section 8.1.8 Evaluation of Non-Cost Factors in Part I Solicitation Document.

1. Provide an organizational chart identifying key people to be involved in the performance of the contract in the event of award. Include job titles and a brief description of their proposed job duties for these key people.
2. Describe company experience and history supplying and servicing the equipment offered. Also describe your plans for:
 - Collecting and reporting quarterly contract sales to Lead State and WSCA-NASPO on quarterly basis, and to other Purchasing Entities under the terms of a completed Participating Addendum.

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- Paying quarterly contract administrative fees to WSCA-NASPO, to Lead State (Washington) for in-state sales, and to other Purchasing Entities who require it under the terms of a completed Participating Addendum.
3. Describe your plan to provide contract customers with product and service information and assistance with order development, placement, and tracking. If you plan to utilize a dedicated website in support of the contract, describe the details. Include how you plan to provide customers with telephone assistance with order development and placement. Describe Help Desk services available for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
 4. Describe your plan to provide contract customers assistance resolving invoicing and payment issues and problems.
 5. Describe how customers will be provided support for the following:
 - Equipment configuration and system design.
 - Technical support services.
 - Equipment installation services.
 - Training (no cost training and specialized training available at additional charge).
 - Equipment warranty.
 - Equipment repair after warranty period.

5.2 USE OF NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

If the Bidder plans to use a nationwide network of subcontractors/dealers/distributors in the performance of this Contract, provide responses to the following questions in Appendix F Nationwide Network of Subcontractors/Dealers/Distributors. Responses will be evaluated and scored. Reference Section 8.1.8 Evaluation of Non-Cost Factors in Part I Solicitation Document..

1. Describe your contract management and communication plan utilizing your subcontractor/dealer/distributor network.
2. Describe your plan to use a network of subcontractors/dealers/distributors to provide customers with local support in the performance of the contract.
3. Subcontractor/Dealer/Distributor names, addresses, telephone number, principle contact person, his/her telephone number, and e-mail. Although not a factor in evaluation and scoring, identify any anticipated MWBE participating in planned contract performance. (Reference Section 1.10 Minority and Women Owned Business Enterprises (MWBE) of Part I Solicitation Document.)
 - Which and how many subcontractors/dealers/distributors can provide customers with information and assistance with order development, placement, and tracking.
 - Which and how many subcontractors/dealers/distributors can provide customers with products and services?
 - Which and how many subcontractors/dealers/distributors can provide on-site equipment installation services?
 - Which and how many subcontractors/dealers/distributors can provide on-site maintenance services?
 - Identify products and services available from each company.
 - Will these company's issue invoices and collect payments.
4. Describe your plan for removing unsatisfactory subcontractors/dealers/distributors from continued participation in this Contract and your plan for adding new dealers/distributors when a need for local support has been identified.

5.3 FEDERAL FUNDING

See related Section 10.7 Federal Funding of the Model Contract.

5.4 FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder Authorized Offer page of this RFP with submission of its Proposal, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See related Section 10.8 Federal Restrictions on Lobbying of the Model Contract.

5.5 FEDERAL DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this Proposal, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. See related Section 1.9 Federal Debarment and Suspension of the Model Contract.

5.6 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

The DES will accept proposals that include third party involvement only if the Bidder submitting the proposal agrees to take complete responsibility for all actions of such Subcontractors, Dealers, and Distributors.

If applicable, Bidder shall identify subcontractors, dealers and/or distributors who will sell contract products or perform contract services in fulfillment of contract requirements as requested in Appendix F National Network of Subcontractors/Dealers/Distributors who are known at the time of proposal submission.

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#). Also reference Section 4.2 Use of Subcontractors/Dealers/Distributors of the Model Contract.

5.7 MERCURY CONTENT AND PREFERENCE

In accordance with [Chapter 70.95M](#), the State of Washington gives priority and preference to the purchase of equipment, supplies, and other products that contain no mercury compounds or components, unless: (a) There is no economically feasible non mercury-added alternative that performs a similar function; or (b) the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. In circumstances where a product without mercury is not available, preference must be given to the purchase of products that contain the least amount of mercury added to the product necessary for the required performance.

6.0 SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

6.2 POST AWARD CONFERENCE

See Section 2.4 Post Award Conference of the Model Contract.

6.3 CONTRACT MANAGEMENT

See Section 2.5 Contractor's Contract Management of the Model Contract.

6.4 WSCA-NASPO eMARKET CENTER

To be eligible for contract award, the Offeror agrees, by submission of a response, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. (Reference Section 2.7 WSCA-NASPO eMarket Center of the Model Contract and Appendix C WSCA-NASPO Master Agreement Terms and Conditions, Section 36 for the details on this Contract requirement.)

6.5 CONTRACT ADMINISTRATION FEES

The Contract(s) resulting from this RFP also will be subject to a WSCA-NASPO Contract Administration Fee. This fee shall apply to all Contract sales. (See related Section 2.8 WSCA-NASPO Contract Administration Fee of the Model Contract and Appendix C WSCA-NASPO Master Agreement Terms and Conditions, Section 26 for the details on this Contract requirement.)

6.6 WSCA-NASPO CONTRACT SALES REPORTS

See Section 2.9 WSCA-NASPO Contract Sales Report of the Model Contract and Appendix C WSCA-NASPO Master Agreement Terms and Conditions, Section 27 for the details on this Contract requirement.

7.0 PRICING (COST FACTORS)

Respond to the following requirements per the instructions in Appendix H Price Worksheet.

7.1 PRICING

All pricing shall include the costs of response preparation, servicing of accounts, and complying with all contractual requirements. During Contract period price discounts off manufacturer's reference price list and the resulting net price for equipment and services shall be the ceiling or maximum Contract/Master Agreement price. Prices offered and the resulting Contract prices shall be in U.S dollars. Bidder must complete Appendix H Price Worksheets.

7.2 NO BEST AND FINAL OFFER

The DES reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

7.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the ceiling or maximum price Contractor is permitted to charge Purchasers. However, the Contractor may also offer volume and/or promotional price discounts to Purchasers provided such discounts are offered equally to all eligible Contract Purchasers. See Section 3.5 Volume/Promotional Discounts of the Model Contract.

7.4 PRICE ADJUSTMENTS

Contractor requests for adjustments in pricing will be considered at sole discretion of the DES and in accordance with Section 3.6 Price Adjustments of the Model Contract.

8.0 PROPOSAL EVALUATION AND CONTRACT AWARD

8.1 EVALUATION PROCESS

8.1.1 General Provisions

- a) Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
- b) Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in [RCW 39.26](#) and other criteria identified in the solicitation.
- c) Bidders whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
- d) After proposals have been submitted, DES may require individual bidders to appear at a time and place determined by Procurement Coordinator to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of DES's intention to award.
- e) DES reserves the right to: (1) Waive any informality; (2) Reject any or all bids/proposals, or portions thereof; (3) Accept any portion of the items bid/proposed unless the bidder stipulates all or nothing in their bid/proposal; (4) Cancel RFP and re-solicit bids/proposals; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid/proposal can be improved for the purchaser.
- f) Preferences and penalties: Preferences and penalties that are required by law, rule, or RFP will be applied to bid/proposal pricing. Some preferences and penalties may be added by contract language and could be applied to bid/proposal pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- g) Acceptance of terms: Acceptance of proposals shall be expressly limited to the terms and conditions of the solicitation document. All material alterations, additional or different terms proposed by the Bidder shall be rejected unless expressly approved by DES prior to contract award. (Reference Section 4.5 Alterations to Official Documents and Conflicting Materials of Part I Solicitation Document.)

8.1.2 Initial Determination of Responsiveness

Proposal Responses will be reviewed initially by the Procurement Coordinator to determine compliance with administrative requirements as specified herein on a pass/fail basis. DES reserves

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the right to determine at its sole discretion whether a Bidder's response to a minimum RFP requirement is sufficient to pass. However, if all bidders fail to meet any single RFP requirement, DES may reject all proposals and cancel the RFP or waive the requirement from the RFP's criteria for responsiveness. Responsive proposals will be further evaluated based on the RFP requirements.

8.1.3 Evaluation of Responsibility

Pursuant to RCW 39.26.160(2) in determining Bidder responsibility, the following elements shall be given consideration: In determining whether the bidder is a responsible bidder, the agency must consider the following elements

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, the DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

8.1.4 Best Value

When Proposals are evaluated to determine the "best value," DES may reject any or all proposals or overlook minor informalities in any proposal as is necessary to complete the evaluation process. Evaluations shall be made on a pass/fail basis for specifications and on a point allocation basis for non-cost and cost factors. Non-cost factors shall include: the evaluation of vendor references (200 maximum evaluation points available), management and performance plan (200 maximum evaluation points available) and use of nationwide network of subcontractors/dealers/distributors (100 maximum evaluation points available); and Cost factors (500 maximum evaluation points available). A maximum of 1,000 total evaluation points shall be available for evaluation of proposals on a best value basis.

Separate evaluations by category and subcategory shall be made for public safety communication equipment – radios, gateway devices, microwave radios, dispatch consoles, microwave antennas, mobile radio antennas and base station/repeater radio antennas. However, the radio category may be broken down by subcategory or groups of subcategories for evaluation and award purposes. Subcategories for the radio category include: portable radios (dual-band and single-band tier I and tier II), mobile radios (dual-band and single-band tier I and tier II), desktop/console radios (dual-band and single-band tier I and tier II), base station/repeater (single-band tier I and tier II), and in-vehicle repeater.

8.1.5 Reference Evaluation

As specified in Section 4.10 Customer References of Part I Solicitation Document, Bidders select at least four of their largest governmental customers for each equipment category and subcategory they intend to submit a proposal for and send them a Customer Reference Questionnaire (RFP Appendix I) for their completion and submission directly to the RFP Procurement Coordinator.

These questionnaires provided each customer reference the opportunity to rate the Bidder's company performance for ten different customer service areas on a scale ranging from 5 to 1 (5 points for Exceptional, 4 points for Above Average, 3 points for Average, 2 points for Below Average and 1 point for Un-satisfactory). These scores will apply to each of the equipment categories/subcategories checked by the reference on the completed questionnaire.

For each category and subcategory of equipment offered by the Bidder the Procurement Coordinator shall take each of the Bidder's completed and returned Appendix I Customer Reference Questionnaires and shall sum the ratings specified by the customer reference. A maximum of 50 evaluation points per questionnaire shall be available. (Should any issue be left blank or otherwise be unscored, a 1 service score shall be used for evaluation and summing purposes.)

If a completed questionnaire from a customer reference listed by the Bidder on Appendix D Bidder Information and Profile, was not received by DES, then the Procurement Coordinator (or his designee) may contact the reference and request submission of the missing questionnaire. Up to three (3) attempts to contact the customer reference contact person will be attempted. Alternately, the Procurement Coordinator reserves the right to contact any known governmental customer of the vendor for one or more equipment categories/subcategories and to request the submission of a Customer Reference Questionnaire.

Should more than four customer references (for a given equipment category or subcategory) be returned to the Procurement Coordinator, the four highest scored references shall be used in the evaluation process up to a maximum of six customer questionnaires. If more than six customer questionnaires are returned for the same specific category/subcategory, then they will be sorted by date and time of receipt and the earliest ones be used.

The summed evaluation score for each of the selected four questionnaires for each category/subcategory will be used for evaluation purposes and will be added together to determine a total evaluation score for each Bidder where a maximum of 200 evaluation points is available.

8.1.6 Evaluation Committee

The Procurement Coordinator shall assemble and preside over an evaluation committee of his choosing. Evaluation committee members would include, but not be limited to, those drawn from the project Sourcing Team. They will be familiar with public safety communication equipment and equipment customarily offered by companies to this class of customer. The evaluation committee will be responsible for reviewing and evaluating target product specifications as submitted by Bidders in Appendix G Specifications on a pass/fail basis. Additionally, the evaluation committee will review, evaluate and score Bidder submissions for Appendix E Contract Management and Performance, and Appendix F Use of National Network of Subcontractors/Dealers/Distributors.

The Procurement Coordinator will also review Appendix G Specification, Appendix E Contract Management, and Performance and Appendix F Use of National Network of Subcontractors/Dealers/Distributors submittals, provide input to the evaluation team, assemble evaluation aids, and perform other functions helpful to the evaluation committee. The committee may engage in a free flow of discussion with other committee members and the Procurement

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Coordinator prior to, during, and after proposal evaluation. Scoring may be performed in isolation, together as a group, or a combination of both.

If deemed necessary by the Procurement Coordinator, committee members may be substituted and/or the evaluation committee may be disbanded and reconstituted in order to complete proposal evaluations.

8.1.7 Specification Evaluation

Bidders shall complete and return the Appendix G Specification for the “target product” for each category or, in the case of radios, each subcategory of public safety communication equipment for which they wish to compete for an award (reference Section 4.15 Specifications of Part I Solicitation Document). There are seven categories of public safety communication equipment identified in this RFP. They include: radios, gateway devices, microwave radios and ancillary equipment, test equipment, portable radio accessories, and dispatch consoles.

Within the category of radios target product specifications are provided for each of the following subcategories: portable radios, mobile radios, desktop/console radios, and base station/repeater radios for both dual-band and single-band (tier I and tier II performance level) equipment. Additionally, the subcategory of in-vehicle repeaters is listed under this category.

Each target product has its own specification requirements and Bidders should provide a response in the column identified “Describe/explain how Vendor passes or exceeds requirement” for each line item specification. Should any of the Bidder’s responses to any listed line item specification fail then the entire target product submission will be considered as failing and the proposal response will not be further considered for contract award, except as allowed for in section 8.1.10 below for some subcategories of the radio category. Bidders may submit additional pages if more space is needed to provide a complete answer. Descriptive literature may be provided as deemed necessary to supplement the Bidder’s response to target product specifications.

8.1.8 Evaluation of Non-Cost Factors

- a) **Customer Reference Questionnaires** (200 maximum available evaluation points)
The total evaluation score for four returned questionnaires will be summed for proposal evaluation and scoring purposes. (Reference Section 4.10 Customer References of Part I Solicitation Document and Section 8.1.5 above for further details and more information.)

The evaluation team will evaluate and score the Bidder’s response to the following:

- b) **Contract Management and Performance Plan** (200 maximum available evaluation points) (Reference Section 5.1 Bidder’s Contract Management and Performance Plan of Part I Solicitation Document for further details and more information.)
- Organizational chart identifying key people - (20 maximum available evaluation points)
 - Company experience and history - (30 maximum available evaluation points)
 - Plan to provide contract customers with product and service information - (60 maximum available evaluation points)
 - Plan to provide contract customers assistance - (10 maximum available evaluation points)
 - How customers will be provided service support - (80 maximum available evaluation points)
- c) **Use of Nationwide Network of Subcontractors/Dealers/Distributors** (100 maximum available evaluation points) (Reference Section 5.2 Use of Nationwide Network of

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Subcontractors/Dealers/Distributors of Part I Solicitation Document for further details and more information.)

- Contract management and communication plan - (20 maximum available evaluation points)
- Plan to use a network of subcontractors/dealers/distributors - (20 maximum available evaluation points)
- Subcontractor/Dealer/Distributor names, addresses, etc. - (50 maximum available evaluation points) (Although not a factor in evaluation and scoring, identify any anticipated MWBE participating in planned contract performance.)
- Plan for removing unsatisfactory subcontractors/dealers/distributors - (10 maximum available evaluation points)

The following scoring strategy shall be used by evaluation team members in determining and assigning evaluation points to Bidder's submitted Appendix E Contract Management and Performance Plan and Appendix F Nationwide Network of Subcontractors/Dealers/Distributors.

Higher Points	Response indicates excellent capability and support of the contract. Response meets all requirements and expectations. There are no critical shortfalls.
Fewer Points	Response is above or exceeds expectations. May have shortfalls in a few <u>non-critical</u> areas.
Fewer Points	Response is at expectation and for most areas meets desired quality. May exhibit some shortfalls in a few <u>non-critical</u> areas.
Fewer Points	Response meets minimum expectations and is generally adequate. May exhibit shortfalls in <u>non-critical areas</u> .
Fewer or Zero Points	Response information is incomplete or deficiencies exist. Fails to establish minimum expectations and serious shortfalls exist.

8.1.9 Cost/Price Evaluation

Bidders are to list their-proposal pricing for the target product as described for each equipment category and subcategory that they wish to be considered for an award as requested in Section 4.19 Pricing of Part I Solicitation Document and Appendix H Price Worksheets. The Procurement Coordinator shall analyze and evaluate-proposal pricing offered by each Bidder. The net price shown for all target product line items shall be summed and a total net price shall be determined for evaluation purposes.

The Bidder with the lowest total evaluation price shall be assigned 500 evaluation points and Bidders with a higher evaluation price shall receive proportionally fewer evaluation points. (Lowest total evaluation price divided by the higher evaluation price times 500 evaluation points shall equal the number of evaluation points (rounded to whole number) used for evaluation purposes.)

For example, for a given category or subcategory it was determined that the Bidder offering the lowest price for a product that met all target product specifications had a net total evaluation price of \$3,000.00. The maximum of 500 evaluation points would be assigned. The next higher priced Bidder's product meeting all target product specifications had a net total evaluation price of \$3,025.00. They would receive 496 evaluation points (i.e. $\$3,000 / \$3,025 = 0.9917 \times 500 \text{ points} = 496 \text{ points}$ (rounded to the whole number) for evaluation purposes.)

This cost/price evaluation and allocation of evaluation points shall be used to evaluate each Bidder's offered product (provided it passes the specification requirements listed for the target product) in the corresponding category/subcategory.

Bidders may also list commonly available services on the Appendix H Price Worksheets for the category or subcategory for which an offer is being made for inclusion in the contract in the event of contract award. Pricing should be specified as a fixed percentage discount off the reference price list or as a per hour price. Services pricing will not be included in the analysis of pricing for the assignment of evaluation points and one or more services may be included or excluded from the Bidder's award at the discretion of the Procurement Coordinator based on a determination of price reasonableness.

Additionally, Bidders may also list other available products/models on the Appendix H Price Worksheets for the category or subcategory for which an offer is being made for inclusion in the contract in the event of contract award. Pricing should be specified as a fixed percentage discount off the same reference price list as was used for the target product. Other products/models must be offered at a fixed percentage discount equal to or greater than the discount offered for the target product. These other products/models will not be included in the analysis of pricing for the assignment of evaluation points and one or more of these other products/models and associated accessories may be included or excluded from the Bidder's award at the discretion of the Procurement Coordinator based on a determination that these products would normally be included by the manufacturer in this product category or subcategory and that the quoted percentage price discount has been determined to be reasonable.

8.1.10 Evaluation and Awards within Competitive Range

For each listed category or subcategory of public safety communication equipment the Procurement Coordinator shall award evaluation points as follows:

Customer References: For each category and subcategory as determined by the Procurement Coordinator the Bidder with the highest customer reference total score shall be awarded the maximum of 200 evaluation points. Bidders with a lower customer reference total score shall receive proportionally fewer evaluation points. (Lower reference score divided by the highest reference score times 200 maximum available evaluation points shall equal the number of evaluation points (rounded to whole number) awarded for evaluation purposes.)

For example, for a given category or subcategory it was determined that the Bidder offering the highest customer reference score totaled 194 points and were awarded the 200 maximum number of available evaluation points by the Procurement Coordinator. Another Bidder received 188 total customer evaluation points. They would be awarded 194 evaluation points for customer references. (i.e. $188 / 194 = 0.969 \times 200 \text{ points} = 194 \text{ points (rounded to the whole number)}$ for evaluation purposes.)

Contract Management and Performance Plan: For each category and subcategory the Bidder with the highest raw evaluation score as determined by the evaluation team shall be awarded the maximum of 200 evaluation points by the Procurement Coordinator. Bidders with a lower raw evaluation score shall receive proportionally fewer evaluation points. (Lower raw score divided by the higher raw score times 200 maximum available evaluation points shall equal the number of evaluation points (rounded to whole number) used for evaluation purposes.)

For example, for a given category or subcategory it was determined by the evaluation team that the Bidder with the highest evaluated raw score totaled 186 points and were awarded by the Procurement Coordinator the 200 maximum number of available evaluation points. Another Bidder

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received a 178 score as determined by the evaluation team. They would be awarded 191 evaluation points by the Procurement Coordinator for their contract management and performance plan. (i.e. $178 / 186 = 0.957 \times 200 \text{ points} = 191 \text{ points}$ (rounded to the whole number) for evaluation purposes.)

Use of Nationwide Network of Subcontractors/Dealers/Distributors: For each category and subcategory the Bidder with the highest raw score as determined by the evaluation committee shall be awarded the maximum of 100 evaluation points by the Procurement Coordinator. Bidders with a lower raw score shall receive proportionally fewer evaluation points. (Lower raw score divided by the higher raw score times 100 maximum available evaluation points shall equal the number of evaluation points (rounded to whole number) used for evaluation purposes.)

For example, for a given category or subcategory it was determined by the evaluation team that the Bidder with the highest evaluated raw score totaled 94 points and were awarded by the Procurement Coordinator the 100 maximum number of available evaluation points. Another Bidder received 88 evaluation points by the evaluation team. They would be awarded 94 evaluation points by the Procurement Coordinator for use of nationwide network of subcontractors/dealers/distributors. (i.e. $88 / 94 = 0.936 \times 100 \text{ points} = 94 \text{ points}$ (rounded to the whole number) for evaluation purposes.)

Competitive Range Awards: Contract awards shall be made to multiple vendors for each category and subcategory whose total evaluation points have been determined to be within a competitive range. Competitive range will take into account the size of the Vendor pool needed to ensure the necessary availability and support of public safety communication equipment needed by Participating Entities throughout the country. During the evaluation process, the Procurement Coordinator shall add each Bidder's non-cost and cost evaluation points together to determine the total number of evaluation points to be used for evaluation, ranking and award purposes.

Multiple vendor awards will be made by category and subcategory provided the Bidder's total evaluation score is determined to be within a competitive range of twenty percent (20%) of highest scoring bidder for the category/subcategory being evaluated. The maximum number of awards shall be up to two-thirds (2/3) (rounded to the whole number but not less than three where practicable) of the number of bidders competing for the category/subcategory. These Bidders shall be designated as an Apparent Successful Bidder.

However, for the Radio subcategories of: portable radio (dual-band, single-band tier I or single-band tier II), mobile radio (dual-band, single-band tier I or single-band tier II), desktop/console radio (dual-band, single-band tier I or single-band tier II), and base station/repeater radio (single-band tier I or single-band tier II), if a Bidder is qualified to receive an award for at least two of these subcategories then steps may be taken by the Procurement Coordinator to qualify them for inclusion in the award of the other of these subcategories provided the other subcategory(ies) were included in the Bidder's proposal. This additional award consideration is necessary to provide contract customers with an opportunity to purchase all of these related subcategory radio products from the same vendor since they are often required by customers to assure equipment standardization and equipment compatibility.

Awards shall be considered for the following categories/subcategories:

1. Radios – LMR (Land Mobile Radios)
 - Portable
 - Dual-band
 - Single-band
 - Tier I
 - Tier II

- Mobile
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Desktop/Console
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Base Station/Repeater
 - Single-band
 - Tier I
 - Tier II
 - In-vehicle Repeater
2. Gateway Devices
 3. Microwave Radios
 4. Dispatch Consoles
 5. Microwave Antennas
 6. Mobile Radio Antennas
 7. Base Station/Repeater Radio Antennas

8.2 SELECTION OF APPARENT SUCCESSFUL BIDDER(S)

The responsive and responsible bidders that meet all of the RFP requirements and are determined to be within the competitive range and qualified for award shall be found to be the Apparent Successful Bidder(s).

DES reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure by an Apparent Successful Bidder to provide requested information within 10 days or as otherwise requested by the Procurement Coordinator may result in their disqualification. Before award, the Procurement Coordinator may negotiate with an Apparent Successful Bidder to determine if a proposal response may be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an award to the company. It merely suggests that at that moment in time, DES believes these Bidders to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation should it be necessary to complete the award analysis. DES may also re-examine the proposal to determine whether the proposal is truly as responsive as initially believed. Bidders must not construe this action as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

8.3 ANNOUNCEMENT OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified through the issuance of an Intent to Award notice when the DES has determined the Apparent Successful Bidder(s). Following the announcement of the Apparent Successful Bidder, bidders may request a debrief conference. See also Section 3.5 Complaints, Debriefs and Protest and [Appendix A Complaint, Debrief and Protest Procedures](#). Failure to follow instructions could result in your claim being denied.

APPENDIX A COMPLAINT, DEBRIEF AND PROTEST PROCEDURES

The following guidelines reflect revisions in state law from recent procurement-reform legislation in Washington. New policies for procurement protests and appeals were adopted by the Department of Enterprise Services (DES) in January 2013, by authority of Revised Code of Washington (RCW) 39.26.170.

1. COMPLAINT – PRE-SUBMISSION

1.1 Criteria for a complaint

A formal complaint may be based only on one or more of the following grounds:

- A. The solicitation unnecessarily restricts competition;
- B. The solicitation evaluation or scoring process is unfair or flawed;
- C. The solicitation requirements are inadequate or insufficient to prepare a response.

1.2 Initiating a complaint

A complaint must:

- A. Be submitted to and received by the procurement coordinator at least five business days before the deadline for bid/proposal submission; and
- B. Be in writing (see *Form and Substance, and Other* below).

A complaint should:

- A. Clearly articulate the basis of the complaint;
- B. Include a proposed remedy.

1.3 Response

When a complaint is received, the procurement coordinator or his or her designee will consider all the facts available and respond in writing before the deadline for bid/proposal submissions, unless more time is needed.

DES must promptly post on WEBS its response to a complaint.

1.4 Response is final

The procurement coordinator's response to the complaint is final and not subject to administrative appeal, although the procurement coordinator may issue further clarification if needed. Issues raised in a complaint may not be raised again during the protest period.

2. DEBRIEF CONFERENCE (PRE-CONDITION OF PROTEST)

Following announcement of the Apparent Successful Bidder:

2.1 Purpose of a debrief conference

Any bidder who has submitted a timely bid/proposal response may request a debrief conference (see *Form and Substance, and Other* below). A debrief conference provides an opportunity for the bidder to meet with DES to discuss its bid/proposal and evaluation.

2.2 Requesting a debrief conference

The request for a debrief conference must be made in writing via email to the procurement coordinator and received within three business days after the announcement of the Apparent Successful Bidder.

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Debrief conferences may be conducted either in person at the DES facility in Olympia, Wash., or by telephone, as determined by DES, and may be limited by DES to a specified period of time.

The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest.

3. PROTEST

Following a debrief conference:

3.1 Criteria for a protest

A protest may be based only on one or more of the following:

- A. Bias, discrimination or conflict of interest on the part of an evaluator;
- B. Error in computing evaluation scores;
- C. Non-compliance with any procedures described in the solicitation document.

3.2 Initiating a protest

Any bidder may protest an award to the Apparent Successful Bidder. A protest must:

- A. Be submitted to and received by the DES-assigned investigator (if known), or otherwise by the procurement coordinator, within five business days after the protesting bidder's debriefing conference (see *Form and Substance, and Other* below);
- B. Be in writing;
- C. Include a specific and complete statement of facts forming the basis of the protest;
- D. Include a description of the relief or corrective action requested.

3.3 Protest response

After reviewing the protest and available facts, the DES-assigned investigator will issue a written response within 10 business days from receipt of the protest, unless additional time is needed, and in such event DES will notify the protesting bidder an estimate of the additional time needed.

3.4 Decision is final

The protest decision is final and not subject to administrative appeal, although the DES-assigned investigator may issue further clarification if needed.

If the protesting bidder does not accept the agency protest response, the bidder may seek relief through the Superior Court of Thurston County, Wash.

4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS AND PROTESTS

All communications about a solicitation that is subject to a complaint or debrief must be addressed to the procurement coordinator. All communications about a solicitation that is being protested must be coordinated through the DES-assigned investigator, if known; otherwise, to the procurement coordinator.

5. FORM AND SUBSTANCE, AND OTHER

All complaints, requests for debrief, and protest must:

- A. Be in writing;

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- A. Be in writing;
- B. Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email;
- C. Be delivered within the time frame(s) outlined herein;
- D. Be sent to the appropriate individual within DES (see contact information below);
- E. Identify the solicitation by DES number;
- F. Conspicuously state “Complaint,” “Debrief” or “Protest” in any subject line of any correspondence or email;
- G. Be sent to the address identified in the table below;

In addition, all complaints and protests must:

- H. State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and
- I. Include any relevant documentation or other supporting evidence.

How to contact DES:

COMPLAINT

Email

To the procurement coordinator listed on the first page of the solicitation document.

Subject line must include “Complaint.”

Other

(**Name** of Procurement Coordinator)
Contracts and Legal Services Division
Department of Enterprise Services,
1500 Jefferson Street
P. O. Box 41411
Olympia, WA 98504-1411

DEBRIEF

Email

To the procurement coordinator listed on the face page of the solicitation document.

Subject line must include “Debrief.”

PROTEST

Email

To the DES-assigned investigator (if known). If not known, send to the procurement coordinator listed on the first page of the solicitation document.

Subject line must include “Protest.”

Other

(**Name** of DES-assigned investigator, if known; otherwise the procurement coordinator)
Department of Enterprise Services
1500 Jefferson Street
P. O. Box 41411
Olympia, WA 98504-1411

PART II MODEL CONTRACT/MASTER AGREEMENT

State of Washington, Department of Enterprise Services (DES), Master Contracts & Consulting (MCC)
on behalf of the WSCA-NASPO Cooperative Purchasing Program



Contract/Master Agreement #06913 **For Public Safety Communication Equipment**

Under the Authority of
State of Washington, [Chapter 39.26 RCW](#)

1.0 OVERVIEW

1.1 CONTRACT SCOPE

The purpose of this Contract is to enable authorized purchasers to purchase public safety communication equipment from one or more awarded contractors from one or more of the following product categories:

1. Radios – LMR (Land Mobile Radios)
 - Portable
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Mobile
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Desktop/Console
 - Dual-band
 - Single-band
 - Tier I
 - Tier II
 - Base Station/Repeater
 - Single-band
 - Tier I
 - Tier II
 - In-vehicle Repeater
2. Gateway Devices
3. Microwave Radios
4. Dispatch Consoles
5. Microwave Antennas
6. Mobile Radio Antennas
7. Base Station/Repeater Radio Antennas

New contracts may be established with other vendors as new equipment and additional product categories or subcategories are identified. This strategy will accommodate new technology introduced into the marketplace and made available to public safety customers.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The DES reserves the right to modify this Contract by mutual agreement between the DES and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The Department of Enterprise Services, on behalf of the state of Washington (acting as the Lead State for WSCA-NASPO), issued a Request for Proposal (RFP) for the purpose of purchasing equipment and services for public safety communication equipment in accordance with its authority under [Chapter 39.26 RCW](#).

[Contractor] submitted a timely response to the DES's solicitation (incorporated by reference).

The DES evaluated all properly submitted responses to the above-referenced RFP and has identified [Contractor] as one of the apparently successful Contractors.

The DES has determined that entering into a contract/master agreement with [Contractor] will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, DES awards to [Contractor] this Contract/Master Agreement, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial two (2) year term of the contract may approximate an aggregate total of \$250,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting bidders in preparing their response. Orders will be placed by Purchasers (Purchasing Entities) only on an as needed basis.

The State of Washington/WSCA-NASPO does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM

The initial term of this Contract is for approximately two (2) years from the effective date of the Contract through June 30, 2016 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the DES and are subject to written mutual agreement. The total Contract term, including the initial term and all subsequent extensions, shall not exceed eight (8) years unless an emergency exists and/or special circumstances require a partial term extension. The DES reserves the right to extend with all or some of the Contractors, solely determined by the DES.

1.6 PURCHASERS/PURCHASING ENTITIES

Purchasers/Purchasing Entities include members of the WSCA-NASPO Cooperative Purchasing Program, a unified, nationally-focused cooperative purchasing program that potentially can leverage the collective expertise, experience, and demand of 50 states and their political subdivisions, and help spur innovation and competition in the marketplace.

WSCA- NASPO Cooperative Purchasing Program is a cooperative group-contracting consortium for state governments, serving their departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.). All 50 states, the District of Columbia, US Territories and other public entities may participate in the use of WSCA-NASPO contracts.

The following Participating Entities have signified their intent to participate in this Contract/Master Agreement and have listed their estimated annual spend (including participating political

subdivisions): Alaska - \$6,210,000/year; Arkansas - \$3,250,000/year; Delaware - \$4,030,000/year; Iowa - \$2,000,000/year; Nevada - \$4,000,000/year; New Hampshire - \$2,000,000/year; Oregon - \$13,000,000/year; South Dakota - \$100,000/year; Utah - \$495,000/year; Washington - \$12,000,000/year (See also *Appendix J Intent to Participate* and *Appendix K Individual States' Terms and Conditions*)

However, Intent to Participate documents are not binding. During the term of the Contract, states and public entities may use this Contract by executing a Participating Addendum between themselves and the Contractor.

2.0 CONTRACT ADMINISTRATION

2.1 DES CONTRACT ADMINISTRATOR

The DES shall appoint a single point of contact that will be the Contract Administrator for this contract and will provide oversight of the activities conducted hereunder. The contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The DES will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

DES will maintain Contract information and the level of price discount(s) and will make this information available on the DES web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's representative, who will be the principal point of contact for the DES Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
5. Be bound by all written communications given to or received from the Contractor's representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following Contract award.

2.5 CONTRACTOR'S CONTRACT MANAGEMENT

Upon award of this Contract/Master Agreement, the Contractor shall:

1. Designate a single point of contract and alternate point of contract for the administration of this contract.

2. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
3. Promote and market the use of this Contract to all authorized Contract Purchasers/Purchasing Entities.
4. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Purchasing Entities under the terms and conditions of this contract.
5. At no additional charge, assist Purchasers/Purchasing Entities in the following manner to make the most cost effective, value based, Purchases including, but not limited to:
 - a) Visiting the Purchaser/Purchasing Entities site and providing them with materials/supplies/equipment recommendations.
 - b) Providing Purchaser/Purchasing Entities with a detailed list of contract products and services including current Contract pricing.
6. Provide contract customers with product and service information and assistance with order development, placement, and tracking. Provide Help Desk services for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
7. The Contractor shall designate a customer service representative who will be responsible for addressing Purchaser/Purchasing Entities issues including, but not limited to:
 - a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Purchaser/Purchasing Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
8. Acting as the lead and liaison between the Contractor and Purchaser/Purchasing Entities in resolving warranty claims for contract items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract amendment by the Contract Administrator, unless otherwise authorized within the Contract. However, changes to point of contact information or other administrative changes may be updated without the issuance of a mutually agreed contract amendment.

2.7 WSCA-NASPO eMARKET CENTER

Contractor will cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. (Reference Appendix C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS, Section 36, for the details of this requirement.)

2.8 WSCA-NASPO CONTRACT ADMINISTRATION FEE

The Contract is subject to a WSCA-NASPO Administration Fee. Contractor has included this fee in Contract pricing and will not list it as a separate line item on its invoices to Purchasers/Purchasing Entities. The Contractor will collect the fees and distribute the fees to WSCA-NASPO Cooperative Purchasing Organization (or its assignee), as outlined below.

The WSCA-NASPO Administration Fee will be one-quarter of one percent (0.25% or 0.0025) on all purchases made under authority of the Contract. Purchases are defined as total invoice price less any applicable sales tax. No taxes will be assessed against this WSCA-NASPO Administration Fee.

The WSCA-NASPO Administrative Fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the administrative fee since WSCA-NASPO does not issue an invoice for this fee. Contractor shall indicate the Contract number 06913 and include with the remittance, a quarterly sales report by WSCA-NASPO Contract participant. The administrative fee shall be paid to:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
PROGRAM MANAGER
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

In addition to the WSCA-NASPO Administration Fee as stated above, some states may require an additional fee be paid directly to the state on purchases made by purchasing entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Contract/Master Agreement. The Contractor may adjust the Contract/Master Agreement pricing accordingly for purchases made by Purchasers within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the purchasers outside the jurisdiction of the state requesting the additional fee.

2.9 WSCA-NASPO CONTRACT SALES REPORTS

The Contractor shall submit summary sales data reports required by section 27 of Appendix C WSCA-NASPO Master Agreement Terms and Conditions directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

2.10 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of Enterprise Services. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate contractor profile in WEBS.

3.0 PRICING

3.1 PRICE PROTECTION

Contractor warrants that prices of materials, supplies, services, and/or equipment set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the

processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.

3.3 CONTRACT PRICING

During the term of the Contract, Contractor must maintain the national published and/or web-posted product price list for all public safety communication equipment products and services identified in Appendix H Price Worksheets. A copy must be made available to Purchasers upon request and at no additional charge. The price list in effect at the time of order placement shall be used when applying price discounts specified in Appendix H Price Worksheets. However, if the Contractor has provided a specific price quote to the Purchaser than the prices quoted must be held firm for a minimum period of sixty (60) days after the date of the quote.

3.4 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices and price discounts are the maximum or ceiling price Contractor can charge. The Contractor may also offer volume and/or promotional price discounts resulting in even lower prices to Purchasers/Purchasing Entities.

3.5 PRICE ADJUSTMENTS

Contractor may update or change its reference national published/posted product price list during the term of the Contract as necessary to delete discontinued products/services, add newly introduced products/services, or to pass-through price changes applied to all customers purchasing from the price list. Contractor shall provide the Contract Administrator notification of price list changes. This notification shall be handled as an administrative change and shall not require the execution of a Contract amendment as called for in section 2.6 Changes. Percentage discounts identified in Appendix H Price Worksheets shall remain unchanged.

A decrease in the level of price discount shall not be considered during the initial term of the Contract nor for any subsequent Contract extension. However, an increase in the level of price discount may be considered at any time during the initial term of the Contract and during each subsequent Contract extension.

For services available through this Contract, if pricing is listed at a per hour price (rather than as a percentage discount off list price) prices may be increased after initial term of the contract. A minimum of 60 calendar days advance written notice is required with accompanying sufficient documentation to justify the requested increase. Acceptance of the price increase will be at the discretion of the Contract Administrator and the adjusted price must not produce a higher profit margin than that established on the original contract pricing. Approved price increases must remain unchanged at least through the current extension term.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the DES, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this Contract.

The DES reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its subcontractors/dealers/distributors involved in the Contract performance.

During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

The Contract Administrator reserves the right to request the Contractor remove any subcontractor, dealer or distributor participating in the Contract. During the Contract Contractor may add or remove subcontractors, dealers or distributors participating in this Contract. Reference Appendix F National Network of Subcontractors/Dealers/Distributors for additional information.

Specific restrictions apply to contracting with current or former Washington state employees pursuant to [Chapter 42.52 RCW](#) and such restrictions may apply to contracting with current or former employees of other states.

4.3 ASSIGNMENT AND SUBCONTRACT/DEALER/DISTRIBUTOR INVOLVEMENT

Contractor shall not assign or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to assign or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination.

The Contractor shall be responsible to ensure that all Contract requirements are met whether performance is done by themselves or through designated and authorized subcontractors, dealers, or distributors also involved in the performance of this Contract. In no event shall the involvement of a subcontractor, dealer, or distributor release or reduce the liability of Contractor to the Purchaser for any breach in the performance of the Contractor's duties.

If during the performance of the contract or a purchase order, any named individual specifically identified in the response to work on this engagement is not available, the Purchaser reserves the right to approve or reject any personnel substitutions.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Contract Purchaser/Purchasing Entity that they have the Contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other contracts established by Washington State or Participating Entities.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform contractual requirements. Materials, supplies and workmanship used in the

construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.6 MERCURY CONTENT AND PREFERENCE

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The DES reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers/Purchasing Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

5.2 SHIPPING AND RISK OF LOSS

Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser's specified destination with all transportation and handling charges. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.3 DELIVERY

Delivery of products must be made during Purchaser's normal work hours and within time frames mutually agreed in writing between the Purchaser and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the DES or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the order document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

5.4 SITE SECURITY

While on Purchaser's premises, Contractor, its agents, employees, subcontractors, dealers or distributors shall conform in all respects with physical, fire, or other security regulations.

5.5 INSPECTION, ACCEPTANCE AND REJECTION

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements.

If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.6 INSTALLATION

When applicable, installation shall be performed in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. The Purchaser reserves the right to require Contractor to repair any damage caused during installation or provide full compensation as determined by the Purchaser.

5.7 TITLE TO PRODUCT

Upon Delivery or Acceptance, whichever is applicable, Contractor shall convey to purchaser good title to the goods free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

5.8 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser shall remain with the Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vests in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to

and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this Contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, subcontractors, dealers or distributors.

5.9 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, Contract number, Contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the products and services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated WSCA-NASPO Contract/Master Agreement number or the Participating Addendum number, and the Purchaser's Contract/Purchase Order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the

Contractor with all applicable prompt payment and/or volume or promotional discount(s). Hard copy credit memos are to be issued when the Purchaser has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

If Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. (In Washington State reference Chapter 39.76 RCW.) Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, Washington purchasers agree to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. Purchasers located in other states may be required to pay their own state and local taxes on the purchase as required by local state laws and regulations. No charge by the Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
5. Other factors are identified applicable to Washington Purchasers are found in [WAC 458-20](#).

Washington State Department of Revenue Registration for Out-of-State Contractors:

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Washington State Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit “use tax,” purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or contract. Neither the DES nor the purchaser will incur additional costs related to Contractor's payment of such fees.

Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [WAC 458-20-247](#).

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.6 AUDITS

The DES Contract Administrator and/or the Purchaser reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to DES, or any of DES's officers, or to any other authorized agent or official of the state of Washington or other Participating or Purchasing Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall

render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused (or like new with no blemishes or defects), of the latest model or design and of recent manufacture. A copy of the equipment warranty shall be provided with the equipment at the time of equipment delivery.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser maximum benefits, the Purchaser may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser.

7.4 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of acceptance that: (a) the product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation or for which the Purchaser has relied on the Contractor's skill or judgment, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchaser) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.5 DATE WARRANTY

Contractor warrants that all products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the products, or interact with date records of the products ("date warranty"). In the event a date warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or

nonconformity on Purchaser's premises. This date warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

7.6 COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.7 TRAINING

Contractor shall provide Purchasers training as requested following equipment delivery on basic operations and at no additional cost. Specialized training is available at an additional charge as scheduled between Purchaser and Contractor as described in Appendix E Contract Management and Performance.

7.8 OPERATOR MANUAL

Instruction and maintenance manuals shall be furnished for all delivered Contract equipment. The most current manual must be provided at no cost upon customer request. Manuals shall contain, but not be limited to the following:

- A section describing the capability of the equipment.
- A section on equipment specifications.
- A section describing operating instructions.
- A section describing the use of the equipment.
- A section describing general maintenance instructions.
- A section describing software installation and user guides (if applicable).

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the DES Contract Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the DES, personnel duly authorized by the DES, personnel duly authorized by the Purchaser, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 NON-ENDORSEMENT AND PUBLICITY

Neither the DES nor the Purchasers are endorsing the Contractor's products or services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the state of Washington, DES, and Purchaser in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the DES and/or the impacted Participating Entity.

8.4 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either [Chapter 42.56 RCW](#) or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

9.0 GENERAL PROVISIONS

9.1 WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS

Appendix C WSCA-NASPO Master Agreement Terms and Conditions shall supplement the terms and conditions of this Contract. To the extent there is any inconsistent or conflicting term between the two, the conflict or inconsistency shall be resolved in a manner most favorable to a Purchaser or Purchasing Entity.

9.2 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.3 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.4 SURVIVORSHIP

All transactions executed for products and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Contract.

9.5 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under [Chapter 41.06 RCW](#), or [Title 51 RCW](#).

9.6 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under [RCW 39.26](#) and the Ethics in Public Service Law, [Chapter 42.52 RCW](#) state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.7 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.8 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, [Chapter 49.60 RCW](#), Discrimination – Human Rights Commission.

9.9 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless DES and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.10 ANTITRUST

The DES maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and/or Purchasing Entity all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.11 WAIVER

Failure or delay of the DES or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the DES's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the DES or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the DES or Purchaser of any existing or future right and/or remedy available by law.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the response. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three business days.

The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the dispute resolution panel has issued its decision on the matter in dispute.

DES, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser

pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state of Washington, the DES may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The DES reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Purchaser/Purchasing Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, DES nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim

related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the DES nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the DES or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the DES or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the DES or the Purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

10.7 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the DES or Purchaser. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.8 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

The following sections (11.1 – 11.9) may also apply to an executed Participating Addendum. The Participating State/Entity may exercise the following actions regarding the management and administration of its Participating Addendum between themselves and the Contractor and/or those specified in Appendix C WSCA-NASPO Master Agreement Terms and Conditions.

11.1 MATERIAL BREACH

A Contractor may be terminated for cause by the DES, at the sole discretion of the Contract administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the DES may issue a written cure notice. The Contractor may have a period of time in which to cure. The DES is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the DES. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the DES may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If

corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the DES shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the DES and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the DES, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the DES nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the DES when it is in the best interest of the State of Washington and/or WSCA.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the DES and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the DES may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, DES may terminate this Contract by thirty (30) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

DES may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated [Chapter 42.52 RCW](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the DES and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The DES and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the DES terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the DES and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the DES and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has

the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the DES and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract/Master Agreement is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services (DES), Master Contracts & Consulting (MCC), an agency of Washington State government (“DES” or “State”) located at 1500 Jefferson Street SE, Olympia WA 98501, and [Contractor], a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington (“Contractor”), located at [Contractor address] for the purpose of providing products and services for the public safety communication equipment.

12.2 ENTIRE AGREEMENT

This Contract/Master Agreement document and all subsequently issued amendments comprise the entire agreement between the DES and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract/Master Agreement.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The DES’s Solicitation document #06913 with all attachments and exhibits, and all amendments thereto
2. Contractor’s response to the Solicitation #06913;
3. A Participating Entity’s Participating Addendum (“PA”);

4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA"), including amendments.
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 06913, including WSCA-NASPO Master Agreement Terms and Conditions.
5. The Purchaser's Statement of Work, Work Order, or Order Documents.
6. The DES's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation, as revised (if applicable) by mutual agreement.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law. The Participating Entity's Participating Addendum shall be considered modified to conform to that state's statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid),), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

[Contractor]

Attn:

[Contractor's Representative]

To DES at:

State of Washington
Department of Enterprise Services
Master Contracts & Consulting

Attn:

[DES Contract Administrator]

**RFP 06913, Public Safety Communication Equipment
Part II Model Contract**

[Contractor address]

Phone:
Fax:
E-mail:

Mail: Post Office Box 41017
Olympia, Washington 98504-1017

Street: 1500 Jefferson Street, SE
Olympia, WA 98501
Phone: (360) 407-9430
Fax: (360) 586-2426
E-mail: robert.paulson@des.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the DES or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this _____ day of _____, 2_____.

This is a Partial award for: Contract 06913

Approved (Lead State)
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, WA 98501

Approved
[Contractor]

**RFP 06913, Public Safety Communication Equipment
Part II Model Contract**

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

APPENDIX B STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Master Contracts & Consulting. Additional definitions may also be found in [Chapter 39.26 RCW](#) and [WAC 200-300-015](#), and all terms contained herein will be read consistently with those definitions. Additional and supplemental definitions also appear in Appendix C WSCA-NASPO Master Agreement Terms and Conditions, Section 2 Definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the DES will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the DES, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation and Contract documents.
Bidder	A Vendor who submits a Proposal in reply to a Solicitation.

Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.
Contract or Master Agreement	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the DES. The primary contact for the DES with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the DES develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Help Desk	Shall mean a service provided by Vendor for the support of Vendor’s Products. Purchaser shall report warranty or maintenance problems to Vendor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Master Contracts & Consulting (MCC)	The MCC within the Washington Department of Enterprise Services, Master Contracts & Consulting authorized to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.

RFP 06913, Public Safety Communication Equipment
Part II Model Contract

Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the DES who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid/Proposal procedure and any amendments thereto issued in writing by the DES. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Proposal that meets all material terms of the Solicitation

document.

Response

A Proposal.

Solicitation

The process of notifying prospective Bidders that the DES desires to receive competitive Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Request For Proposals (RFP), along with all attachments and exhibits thereto.

State

The State of Washington acting by and through the Department of Enterprise Services (DES).

Subcontractor

A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the DES.

Vendor

A provider of materials, supplies, services, and/or equipment.

**Washington's
Electronic Business
Solution (WEBS)**

The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs.



APPENDIX C WSCA-NASPO MASTER AGREEMENT TERMS AND CONDITIONS

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Applicable Federal statutes and regulations.
- (2) A Participating Entity's Participating Addendum ("PA"), including amendments.
- (3) Mutually agreed written amendments to this Contract.
- (4) This Contract Number 06913, including WSCA-NASPO Master Agreement Terms and Conditions.
- (5) The Purchaser's Statement of Work, Work Order, or Order Documents.
- (6) The DES's Solicitation document with all attachments and exhibits, and all amendments thereto.
- (7) Contractor's response to the Solicitation, as revised (if applicable) by mutual agreement.
- (8) Any other provision, term, or materials incorporated into the Contract by reference.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State Contract Administrator means the State centrally administering the Master Agreement after execution with the permission of the WSCA-NASPO States. The Lead State Administrator normally is the same as the Lead State conducting the cooperative procurement, evaluation, and award.

Master Agreement means the underlying agreement executed by and between the WSCA-NASPO contract administrator, normally the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in this Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of a Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

3. Term of the Master Agreement

The initial term of this Master Agreement is from the effective date of the Contract through June 30, 2016.

This Master Agreement may be extended beyond the original contract period for six (6) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State Contract Administrator.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State Contract Administrator.

b. The Lead State Contract Administrator reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

Reference Section 3.5 Price Adjustments of the Model Contract.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State or other Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State Contract Administrator immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State Contract Administrator prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its

property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State Contract Administrator shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State Contract Administrator shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State Contract Administrator, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State Contract Administrator shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid/proposal solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State Contract Administrator of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State Contract Administrator reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State Contract Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State Contract Administrator, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the

Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State Contract Administrator, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State Contract Administrator has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days

after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State Contract Administrator a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State Contract Administrator that (1) names the Participating Entities identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entities rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State Contract Administrator, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State Contract Administrator, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State or a Participating Entity, or a Purchasing Entity be a waiver of any

form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master

Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation or a Participating Addenda, the resulting award(s) are permissive.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State Contract Administrator and Contractor. Participating Entities who execute a Participating Addendum may alter, modify, supplement or amend the WSCA-NASPO Master

Agreement Terms and Conditions as necessary to comply with Participating Entity law or policy with respect to their Orders (or Orders of Purchasing Entities encompassed by their Participating Addendum) under the Master Agreement.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of the Chief Procurement Official of the state where the Participating Entity is located. Contractors may upon request obtain a copy of the written authorization from the Lead State Contract Administrator.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State Contract Administrator, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Contract Administrator to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-

NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

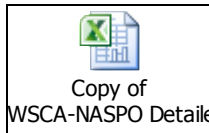
b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is provided below as an embedded Excel document:



c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State Contract Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State Contract Administrator, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State Contract Administrator or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State Contract Administrator.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State Contract Administrator (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State Contract Administrator. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, and award if named as a party or an intervenor; the state serving as the WSCA-NASPO Lead State Contract Administrator if a named party or intervenor (for other claims); the Participating

State if a named party or intervenor; the Participating Entity state if a named party or intervenor; or the Purchasing Entity state if a named party or intervenor.

36. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center. Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The Contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data to the eMarket Center for the Lead State Contract Administrator's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. The following conditions apply with respect to hosted catalogs:

(1) Lead State Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the

price changes in eMarket Center.

e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

- (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
- (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Lead State Contract Administrator; and
- (3) The Catalog must include a Lead State contract identification number; and
- (4) The Catalog must include detailed product line item descriptions; and
- (5) The Catalog must include pictures when possible; and
- (6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. **Applicability:** Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State Contract Administrator reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State Contract Administrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(Revised November 12, 2013)

APPENDIX D BIDDER INFORMATION AND PROFILE

Bidders shall provide the following required information. Where additional space is needed and/or where specifically requested, submit an additional letter.

- 1. Company Name:** _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX (if any): _____
Washington State Department of Revenue Registration Tax number: _____
Federal Tax ID No.: _____
Company Internet URL Address (if available): _____
- 2. Legal Status of the Bidder:**
Corporation: _____ Partnership: _____ Sole Proprietor: _____ Other: _____
- 3. Bidder's Authorized Representative:** (Reference Section 4.2 of the Solicitation Document and Section 2.3 of the Model Contract)
Name: _____
Title: _____
Phone: _____ FAX: _____ E-mail: _____
- 4. Orders to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
Internet address for company catalog (if available): _____
- 5. Billing will be from:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
- 6. Payment to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____

7. **Minority/Women Owned Business (MWBE):** (Reference Section 1.10 of the Solicitation Document)
 Yes: ____ No: ____ (Check only one): Minority: ____ Women: ____
 Washington State Certification No: _____ Self Certified: ____ (check if applicable)
8. **Reciprocity:** Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes ____ No ____.
9. **Payment Methods and Term:**
 Prompt Payment Discount ____% 30 days or Net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s). (Reference Section 4.8 Payment Terms of the Solicitation Document)
 Purchasing (charge) Cards accepted: Yes ____ No ____ Payment by Purchasing Card may qualify for Prompt Payment Discount and no additional card fee or processing charge shall be permitted. Bidder is to identify the purchasing (charge) cards they accept:

10. **Customer References** (Reference Appendix I Customer Reference Questionnaire): Bidder has asked the following customer references to complete and submit customer reference questionnaires to the Procurement Coordinator and to identify the public safety communication equipment purchased from the company by category/subcategory: Four returned reference questionnaires will be needed for each equipment category and subcategory and the aggregate value of purchases must have exceeded \$250,000 during the past two years. (Reference Section 4.10 Customer References of Part I Solicitation Document.)
- Reference name: _____
 Contact person and telephone: _____
 Equipment categories/subcategories: _____
 - Reference name: _____
 Contact person and telephone: _____
 Equipment categories/subcategories: _____
 - Reference name: _____
 Contact person and telephone: _____
 Equipment categories/subcategories: _____
 - Reference name: _____
 Contact person and telephone: _____
 Equipment categories/subcategories: _____
 - Reference name: _____
 Contact person and telephone: _____

RFP 06913, Public Safety Communication Equipment
Part II Model Contract

Equipment categories/subcategories: _____

- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

11. Contract Savings:

Without benefit of this WSCA-NASPO contract, Bidder would normally charge state/local government agency purchasers _____% more than the pricing offered in response to this RFP for the following product categories/subcategories. (This question is being asked to assess the potential savings to the WSCA-NASPO customers who may consider using this contract.)

APPENDIX E CONTRACT MANAGEMENT AND PERFORMANCE PLAN

Bidders should provide responses to each of the following issues in an attachment to this Appendix. Restate the issue and provide your complete response. (Reference Section 5.1 Bidder's Contract Management and Performance Plan of Part I Solicitation Document) Responses will be evaluated and scored in accordance with reference Section 8.1.8 Evaluation of Non-Cost Factors of Part I Solicitation Document.

The information provided below will apply the Bidder's plan to sell and service communication equipment in the following categories and subcategories:

- | | |
|--|---|
| <input type="checkbox"/> Radios | <input type="checkbox"/> Gateway Devices |
| <input type="checkbox"/> Portable | <input type="checkbox"/> Microwave Radios |
| <input type="checkbox"/> Mobile | <input type="checkbox"/> Dispatch Consoles |
| <input type="checkbox"/> Desktop/Console | <input type="checkbox"/> Microwave Antennas |
| <input type="checkbox"/> Base Station/Repeater | <input type="checkbox"/> Mobile Radio Antennas |
| <input type="checkbox"/> In-vehicle Repeater | <input type="checkbox"/> Base Station/Repeater Radio Antennas |

1. Provide an organizational chart identifying key people to be involved in the performance of the contract in the event of award. Include job titles and a brief description of their proposed job duties for these key people.

2. Describe company experience and history supplying and servicing the equipment offered. Also describe your plans for:
 - Collecting and reporting quarterly contract sales to Lead State and WSCA-NASPO on quarterly basis, and to other Purchasing Entities under the terms of a completed Participating Addendum.
 - Paying quarterly contract administrative fees to WSCA-NASPO, to Lead State (Washington) for in-state sales, and to other Purchasing Entities who require it under the terms of a completed Participating Addendum.

3. Describe your plan to provide contract customers with product and service information and assistance with order development, placement, and tracking. If you plan to utilize a dedicated website in support of the contract, describe the details. Include how you plan to provide customers with telephone assistance with order development and placement. Describe Help Desk services available for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

4. Describe your plan to provide contract customers assistance resolving invoicing and payment issues and problems.

5. Describe how customers will be provided support for the following:
 - Equipment configuration and system design.
 - Technical support services.
 - Equipment installation services.
 - Training (no cost training and specialized training available at additional charge).
 - Equipment warranty.
 - Equipment repair after warranty period.

APPENDIX F NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

If the Bidder plans to use a nationwide network of subcontractors/dealers/distributors in the performance of this Contract, provide responses to each of the following issues in an attachment to this Appendix. Restate the issue and provide your complete response. (Reference Section 5.2 Use of Nationwide Network of Subcontractors/Dealers/Distributors of Part I Solicitation Document) Responses will be evaluated and scored in accordance with, reference Section 8.1.8 Evaluation of Non-Cost Factors of Part I Solicitation Document.

The information provided below will apply the Bidder's plan to sell and service communication equipment in the following categories and subcategories:

- | | |
|---|---|
| <input type="checkbox"/> Radios
<input type="checkbox"/> Portable
<input type="checkbox"/> Mobile
<input type="checkbox"/> Desktop/Console
<input type="checkbox"/> Base Station/Repeater
<input type="checkbox"/> In-vehicle Repeater | <input type="checkbox"/> Gateway Devices
<input type="checkbox"/> Microwave Radios
<input type="checkbox"/> Dispatch Consoles
<input type="checkbox"/> Microwave Antennas
<input type="checkbox"/> Mobile Radio Antennas
<input type="checkbox"/> Base Station/Repeater Radio Antennas |
|---|---|

1. Describe your contract management and communication plan utilizing your subcontractor/dealer/distributor network.

2. Describe your plan to use a network of subcontractors/dealers/distributors to provide customers with local support in the performance of the contract.

3. Subcontractor/Dealer/Distributor names, addresses, telephone number, principle contact person, his/her telephone number, and e-mail. Although not a factor in evaluation and scoring, identify any MWBE participating in contract performance. (Reference Section 1.10 Minority and Women Owned Business Enterprises (MWBE) of Part I Solicitation Document)
 - Which and how many subcontractors/dealers/distributors can provide customers with information and assistance with order development, placement, and tracking.
 - Which and how many subcontractors/dealers/distributors can provide customers with products and services? Include federal tax identification number (TIN) (if applicable).
 - Which and how many subcontractors/dealers/distributors can provide on-site equipment installation services?
 - Which and how many subcontractors/dealers/distributors can provide on-site maintenance services?
 - Identify products and services available from each company.
 - Will these company's issue invoices and collect payments.

4. Describe your plan for removing unsatisfactory subcontractors/dealers/distributors from continued participation in this Contract and your plan for adding new dealers/distributors when a need for local support has been identified.

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

APPENDIX G SPECIFICATIONS

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Dual-Band, P25 Phase I 12.5 kHz digital trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	UHF 1-5 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.4.2	±5 kHz (25 kHz)	
1.4.3	±4 kHz (NPSPAC)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.25/ (12.5 kHz)<0.50/(25KHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

1.7	FM Hum and Noise Ratio: <50 dB (12.5kHz)<50 dB/(25KHz)	
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)-70dBc(25KHz)	
1.9	Channel Spacing KHz: 12.5/25	
	SECTION B Receiver – Typical Performance Specifications	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
2.2	Sensitivity: -119 dBm (12.5KHz) -119 dBm (25KHz) (12 dB SINAD)	
2.3	Digital Sensitivity: (5%BER) (-125dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz) 70 dB (25KHz)	
2.5	Spurious Response Rejection: 95dB (12.5KHz) 98dB (25KHz)	
2.6	Intermodulation Rejection: 60dB (12.5KHz) 85dB (25KHz)	
2.7	Hum and Noise Ratio: 55dB (12.5KHz) 50dB (25KHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

SECTION D Encryption System Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
4.2	Encryption Algorithm Capacity: 4(min)	
4.3	Encryption Type: Digital	
SECTION E Batteries and Chargers Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Rechargeable battery pack: Li-Ion	
5.2	Battery Life: 10 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)	
5.3	Rapid Charge-able: Less than 4 hours	
5.4	Battery Charger - Single unit.	
5.4.1	Operates from 120 VAC.	
5.4.2	Charger logic shall include the necessary intelligence to monitor the battery parameters of each battery during the charging process and condition or adapt charging for extended battery lifecycle.	
5.4.3	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.	
SECTION F Physical Requirements		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Military Test Standard: Mil-STD 810	
6.1.1	Ruggedness and Submersible	
6.2	Flexible, covered Antenna. With threaded connector.	
6.2.1	Antenna optimized for frequency range specified on P.O.	
6.3	On/Off and volume knob. Mounted on the top. Separate knob from channel selector.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

6.4	Rotary channel selector knob. Mounted on the top.	
6.4.1	Selects 16 channels (min)	
6.5	Emergency Alert button: Mounted on the top with easy access.	
6.6	Emergency Alert button: User programmable	
6.7	Backlight Display day/night	
6.8	Full keypad ,Text Messaging 2 lines 10 character (min)	
6.9	Programmable side buttons: (3min)	
	SECTION G User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	
7.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION H Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
9.1.2	Analog Operation	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

9.1.3	Dual Band Operation	
9.2	System Enhancement software	
9.2.1	P25 Phase I 12.5 kHz Digital Trunking	
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent	
9.3	System Enhancement Options	
9.3.1	P25 OTAP	
9.3.2	Radio Authentication	
9.3.4	Multicast Voting Scan	
9.3.5	Noise reduction	
9.3.6	P25 OTAR	
9.4	Bluetooth Operation	
9.4.1	Bluetooth software	
9.4.2	Bluetooth Wireless ACCY KIT	
9.4.3	Bluetooth headset	
9.4.4	Bluetooth earpiece	
9.5	Nylon carry case w/3" belt loop for standard battery size.	
9.6	Radio colored housing: standard black/high visibility	
9.7	Remote Speaker Microphones. Remote speaker Microphone W/vol control.	
9.8	Software License agreement to include two years of updates.	
9.9	Programing/Cloning:	
9.9.1	PC programing software and cables.	
9.9.2	Radio Cloning cable kit	
9.9.3	Radio to Radio wireless cloning	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier I, P25 Phase I 12.5 kHz digital trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 1-5 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.25/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-118dBm)	
2.4	Adjacent Channel Rejection: 60dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio : 40dB (12.5kHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	
	SECTION D Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES,DES	
4.2	Encryption Algorithm Capacity: 2(min)	
4.3	Encryption Type: Digital	
	SECTION E Batteries and Chargers Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Rechargeable battery pack: Li-Ion	
5.2	Battery Life: 9 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)	
5.3	Rapid Charge-able: Less than 4 hours	
5.4	Battery Charger - Single unit.	
5.4.1	Operates from 120 VAC.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

5.4.2	Charger logic shall include the necessary intelligence to monitor the battery parameters of each battery during the charging process and condition or adapt charging for extended battery lifecycle.	
5.4.3	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.	
	SECTION F Physical Requirements	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Military Test Standard: Mil-STD 810	
6.1.1	Ruggedness and Submersible	
6.2	Flexible, covered Antenna. With threaded connector.	
6.2.1	Antenna optimized for frequency range specified on P.O.	
6.3	On/Off and volume knob, separate from channel selector. Mounted on the top.	
6.4	Rotary channel selector knob. Mounted on the top.	
6.4.1	Selects 16 channels (min)	
6.5	Emergency Alert button: Mounted on the top with easy access.	
6.6	Emergency Alert button: User programmable	
6.7	Front display Backlight day/night	
6.8	Full keypad,Text Messaging 2 lines 10 character (min)	
6.9	Programmable side buttons: (3min)	
	SECTION G User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	
7.2.2	Step-by-step instructions to operate all equipment features.	
SECTION H Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
SECTION I Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
9.2	System Enhancement software	
9.2.1	P25 Phase I Digital Trunking 12.5kHz	
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent	
9.3	System Enhancement Options	
9.4	Rotary channel selector knob. Mounted on the top.	
9.4.1	Selects 16 channels (min)	
9.5	Emergency Alert button: Mounted on the top with easy access.	
9.6	Emergency Alert button: User programmable	
9.7	Front display Backlight day/night	
9.8	Full keypad,Text Messaging 2 lines 10 character (min)	
9.9	Programmable side buttons: (3min)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier II, P25 Phase I GPS capable.
Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 1-5 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±2.0 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <2.00/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: >45 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-118dBm)	
2.4	Adjacent Channel Rejection: 60dB (12.5 kHz)	
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio : 40dB (12.5kHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	
	SECTION D Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES, DES	
4.2	Encryption Algorithm Capacity: 2(min)	
4.3	Encryption Type: Digital	
	SECTION E Batteries and Chargers Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Rechargeable battery pack: Li-Ion	
5.2	Battery Life: 9 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)	
5.3	Rapid Charge-able: Less than 6 hours	
5.4	Battery Charger - Single unit.	
5.4.1	Operates from 120 VAC.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

5.4.2	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.	
	SECTION F Physical Requirements	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Military Test Standard: Mil-STD 810	
6.1.1	Ruggedness and Submersible	
6.2	Flexible, covered Antenna. With threaded connector.	
6.2.1	Antenna optimized for frequency range specified on P.O.	
6.3	On/Off and volume knob, separate from channel selector. Mounted on the top.	
6.4	Rotary channel selector knob. Mounted on the top.	
6.4.1	Selects 16 channels (min)	
6.5	Emergency Alert button: Mounted on the top with easy access.	
6.6	Display Backlit Dot Matrix LCD, 1 line 10 character (min)	
6.7	Programmable side buttons: (3min)	
	SECTION G User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	
7.2.2	Step-by-step instructions to operate all equipment features.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

SECTION H Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
SECTION I Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	P25 Digital CAI Operation	
9.2	P25 Phase I Trunking	
9.2.1	Noise reduction	
9.3	Nylon carry case w/3" belt loop for standard battery size.	
9.4	Radio colored housing: standard black/high visibility	
9.5	Remote speaker Microphone	
9.6	Software License agreement to include two years of updates	
9.7	Programing/Cloning:	
9.7.1	PC programing software and cables.	
9.7.2	Radio Cloning cable kit	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Mid-Power Mobile Radio P25 Phase I 12.5 kHz Digital Trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Channel capacity 1000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.4.2	±5 kHz (25 kHz)	
1.4.3	±4 kHz (NPSPAC)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.0/ (12.5 kHz) <0.50/(25KHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz) <55dB/(25KHz)	
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)- 70dBc(25KHz)	
1.9	Channel Spacing KHz: 12.5/25	
	SECTION B Receiver – Typical Performance Specifications	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz) 70 dB (25KHz)	
2.5	Spurious Response Rejection: 95dB (12.5KHz) 98dB (25KHz)	
2.6	Intermodulation Rejection: 60dB (12.5KHz) 85dB (25KHz)	
2.7	Hum and Noise Ratio: 57dB(12.5KHz) 50dB (25KHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

SECTION D Encryption System Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
4.2	Encryption Algorithm Capacity: 4(min)	
4.3	Encryption Type: Digital	
SECTION E Electrical Requirements Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	System Operation Voltage	
5.2	10.8 to 16.6 VDC Negative Ground	
5.3	Standby at 13.8V 0.85A Draw (max)	
5.4	Receive Current at 13.8V 3.2A Draw (max)	
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
SECTION F Physical Requirements		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Transmitter/Receiver assembly	
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.	
6.2	Installation kit	
6.2.1	Mounting Hardware	
6.2.2	Control cable minimum length 14 feet.	
6.2.3	Power cable minimum length 17 feet.	
6.3	Antenna	
6.3.1	¼ wave Broadband (136-174MHz) (700/800MHZ) optimized for frequency range specified on P.O.	
6.3.2	GPS Antenna	
6.4	Microphone	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

6.4.1	Dynamic palm type W/mounting bracket for monitor function.	
6.5	Control Head	
6.5.1	2 line 12 character alphanumeric display (min)	
6.5.2	Programmable one touch buttons	
6.5.3	Multifunction Volume/Channel knob	
6.6	External Speaker	
6.6.1	7.5 Watt (min)	
	SECTION G User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	
7.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION H Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
9.1.2	Analog operation	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

9.1.3	Dual band operation	
9.1.4	P25 Phase II Trunking	
9.2	System Enhancement software	
9.2.1	Enable Dual Band Operation	
9.2.2	P25 Phase I 12.5 kHz Digital Trunking	
9.2.3	P25 Phase II Trunking 6.25 kHz equivalent	
9.3	System Enhancement Options	
9.3.1	P25 OTAP	
9.3.2	Radio Authentication	
9.3.3	Multicast Voting Scan	
9.3.4	Noise reduction	
9.3.5	P25 OTAR	
9.4	Bluetooth Operation	
9.4.1	Bluetooth software	
9.4.2	Wireless computer programing no cable connections required.	
9.5	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier I, Phase I, 12.5 kHz Digital Trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Channel capacity 1000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)	
2.7	Hum and Noise Ratio (dB): 57 dB 1(2.5KHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	
	SECTION D Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
4.2	Encryption Algorithm Capacity: 4(min)	
4.3	Encryption Type: Digital	
	SECTION E Electrical Requirements Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	System Operation Voltage	
5.2	10.8 to 16.6 VDC Negative Ground	
5.3	Standby at 13.8V 0.85A Draw (max)	
5.4	Receive Current at 13.8V 3.2A Draw (max)	
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
	SECTION F Physical Requirements	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Transmitter/Receiver assembly	
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.	
6.2	Installation kit	
6.2.1	Mounting Hardware	
6.2.2	Control cable minimum length 14 feet.	
6.3	Antenna	
6.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.	
6.3.2	GPS Antenna	
6.4	Microphone	
6.4.1	Dynamic palm type W/mounting bracket for monitor function.	
6.5	Control Head	
6.5.1	2 line 12 character alphanumeric display (min)	
6.5.2	Programmable one touch buttons	
6.5.3	Multifunction Volume/Channel knob	
6.6	External Speaker	
6.6.1	7.5 Watt (min)	
SECTION G User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

7.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION H Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
9.2	System Enhancement software	
9.2.1	P25 Phase I 12.5 kHz Digital Trunking	
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent	
9.3	System Enhancement Options	
9.3.1	P25 OTAP	
9.3.2	Radio Authentication	
9.3.4	Multicast Voting Scan	
9.3.5	Noise reduction	
9.3.6	P25 OTAR	
9.4	Bluetooth Operation	
9.4.1	Bluetooth software	
9.4.2	Wireless computer programing no cable connections required.	
9.5	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier II, P25 Phase I GPS capable.
 Channel capacity 2000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.5/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)	
1.9	Channel Spacing kHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 35 dB (12.5kHz)	
	SECTION C Global Positioning System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Channels: 12 (min)	
3.2	Tracking Sensitivity: -159 dBm	
3.3	Accuracy: <10 meters (95%)	
3.4	Mode of Operation: Non-Assisted GPS	
	SECTION D Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Supported Encryption Algorithms: AES,DES	
4.2	Encryption Algorithm Capacity: 2(min)	
4.3	Encryption Type: Digital	
	SECTION E Electrical Requirements Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	System Operation Voltage	
5.2	10.8 to 16.6 VDC Negative Ground	
5.3	Standby at 13.8V 0.85A Draw (max)	
5.4	Receive Current at 13.8V 3.2A Draw (max)	
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

SECTION F Physical Requirements		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Transmitter/Receiver assembly	
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.	
6.2	Installation kit	
6.2.1	Mounting Hardware	
6.2.2	Control cable minimum length 14 feet.	
6.2.3	Power cable minimum length 17 feet.	
6.3	Antenna	
6.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.	
6.3.2	GPS Antenna	
6.4	Microphone	
6.4.1	Dynamic palm type W/mounting bracket for monitor function.	
6.5	Control Head	
6.5.1	1 line 12 character alphanumeric display (min)	
6.5.2	Programmable one touch buttons	
6.5.3	Multifunction Volume/Channel knob	
6.6	External Speaker	
6.6.1	7.5 Watt (min)	
SECTION G User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Operator Manual:	
7.1.1	Provide a hardcopy of the manual	
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

7.2	Contents of manual.	
7.2.1	Location of all switches, controls and indicators.	
7.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION H Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
8.1.2	5 Year Repair Service	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Operation mode	
9.1.1	P25 Digital CAI Operation	
9.1.2	Noise reduction	
9.1.3	P25 Phase I Trunking 12.5 kHz	
9.2	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desk Top/Console Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, DUAL-BAND

SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 57dB (12.5KHz)	
SECTION C Encryption System Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
3.2	Encryption Algorithm Capacity: 4(min)	
3.3	Encryption Type: Digital	
SECTION D Electrical Requirements Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	System Operation Voltage	
4.2	110VAC operation with auto battery revert capability	
4.3	AC Line Cord US	
4.4	Standby current at 110VAC 3VA Draw (MAX)	
4.5	Receive Current at 110VAC 8VA Draw (max)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, DUAL-BAND

4.6	Transmit Current at 110VAC 138VA Draw (max) at 30 Watts	
4.7	DC source Battery (site provided) (UPS)	
4.8	10.8 to 16.6 VDC Negative Ground	
4.9	Standby at 13.8V 0.85A Draw (max)	
4.10	Receive Current at 13.8V 3.2A Draw (max)	
4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
	SECTION E Physical Requirements	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Control Station Desk Microphone	
5.2	Front Panel Control	
5.2.1	System control Front Panel key pad 2 line 12 character numeric display (min) with clock and VU meter.	
	SECTION F User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Operator Manual:	
6.1.1	Provide a hardcopy of the manual	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
6.2	Contents of manual.	
6.2.1	Location of all switches, controls and indicators.	
6.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION G Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
7.1.1	5 Year Repair Service	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, DUAL-BAND

SECTION H Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Operation mode	
8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
8.1.2	Analog operation	
8.1.3	Dual Band operation	
8.2	System Enhancement software	
8.2.1	P25 Phase I Digital Trunking 12.5kHz	
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent	
8.3	System Enhancement Options	
8.3.1	P25 OTAP	
8.3.2	Radio Authentication	
8.3.4	Multicast Voting Scan	
8.3.5	Noise reduction	
8.3.6	P25 OTAR	
SECTION I Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Bluetooth Operation	
9.1.1	Bluetooth software	
9.1.2	Wireless computer programing no cable connections required.	
9.2	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Desktop Console Radio, Single-Band Tier I, Project 25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER I

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 57dB (12.5KHz)	
SECTION C Encryption System Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
3.2	Encryption Algorithm Capacity: 4(min)	
3.3	Encryption Type: Digital	
SECTION D Electrical Requirements Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	System Operation Voltage	
4.2	110VAC operation with auto battery revert capability	
4.3	AC Line Cord US	
4.4	Standby current at 110VAC 3VA Draw (MAX)	
4.5	Receive Current at 110VAC 8VA Draw (max)	
4.6	Transmit Current at 110VAC 138VA Draw (max) at 30 Watts	
4.7	DC source Battery (site provided) (UPS)	
4.8	10.8 to 16.6 VDC Negative Ground	
4.9	Standby at 13.8V 0.85A Draw (max)	
4.10	Receive Current at 13.8V 3.2A Draw (max)	
4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
SECTION E Physical Requirements		

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER I

Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Control Station Desk Microphone	
5.2	Front Panel Control	
5.2.1	System control Front Panel key pad 2 line 12 character numeric display (min) with clock and VU meter.	
SECTION F User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Operator Manual:	
6.1.1	Provide a hardcopy of the manual	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
6.2	Contents of manual.	
6.2.1	Location of all switches, controls and indicators.	
6.2.2	Step-by-step instructions to operate all equipment features.	
SECTION G Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
7.1.1	5 Year Repair Service	
SECTION H Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Operation mode	
8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
8.2	System Enhancement software	
8.2.1	P25 Phase I Digital Trunking 12.5kHz	
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER I

8.3	System Enhancement Options	
8.3.1	P25 OTAP	
8.3.2	Radio Authentication	
8.3.4	Multicast Voting Scan	
8.3.5	Noise reduction	
8.3.6	P25 OTAR	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Bluetooth Operation	
9.1.1	Bluetooth software	
9.1.2	Wireless computer programing no cable connections required.	
9.2	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Desk Top/Console Radio, Single-Band, Tier II, P25 Phase I
Channel capacity 1000 (min). Software – Defined Radio Architecture.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 2-30 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.5/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)	
1.9	Channel Spacing kHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER II

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-119dBm)	
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 35dB (12.5kHz)	
SECTION C Encryption System Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES,DES	
3.2	Encryption Algorithm Capacity: 2(min)	
3.3	Encryption Type: Digital	
SECTION D Electrical Requirements Typical Performance Specifications		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	System Operation Voltage	
4.2	110VAC operation with battery revert capability	
4.3	AC Line Cord US	
4.4	Standby current at 110VAC .3A Draw (MAX)	
4.5	Receive Current at 110VAC .8A Draw (max)	
4.6	Transmit Current at 110VAC 13.8A Draw (max) at 30 Watts	
4.7	DC source Battery (site provided) (UPS)	
4.8	10.8 to 16.6 VDC Negative Ground	
4.9	Standby at 13.8V 0.85A Draw (max)	
4.10	Receive Current at 13.8V 3.2A Draw (max)	
4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts	
SECTION E Physical Requirements		

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER II

Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Control Station Desk Microphone	
5.2	Front Panel Control	
5.2.1	System control Front Panel key pad Dot-Matrix 1 line 12 character numeric display (min)	
SECTION F User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Operator Manual:	
6.1.1	Provide a hardcopy of the manual	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
6.2	Contents of manual.	
6.2.1	Location of all switches, controls and indicators.	
6.2.2	Step-by-step instructions to operate all equipment features.	
SECTION G Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
7.1.1	5 Year Repair Service	
SECTION H Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Operation mode	
8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.	
8.2	P25 Phase I Digital Trunking 12.5kHz	
8.2.1	Radio Authentication	
8.2.2	Noise reduction	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE RADIO, SINGLE-BAND, TIER II

	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Base Station/Repeater Radio, P25 12.5 kHz Digital Trunking P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Software – Defined Radio Architecture. (Single-Band Tier I Specification)

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 12-100 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <1.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing KHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-120dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 100 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: 57dB (12.5KHz)	
	SECTION C Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES, DES, DES-OFB	
3.2	Encryption Algorithm Capacity: 4(min)	
3.3	Encryption Type: Digital	
	SECTION D Electrical Requirements Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	System Operation Voltage	
4.2	110VAC operation with auto battery revert/charge capability	
4.3	AC Line Cord US	
4.4	Standby current at 110VAC .3A Draw (MAX)	
4.5	Receive Current at 110VAC .8A Draw (max)	
4.6	Transmit Current at 110VAC 10A Draw (max) at 100 Watts	
4.7	DC source Battery (site provided)	
4.8	10.8 to 16.6 VDC Negative Ground	
4.9	Standby at 13.8V <0.30A Draw (max)	
4.10	Receive Current at 13.8 <0.30A Draw (max)	
4.11	Transmit Current at 13.8V <25A Draw (max) at 100 Watts	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

SECTION E Physical Requirements		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Standard Rack Mount (EIA)	
5.1.1	Rack mount hardware	
SECTION F User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Operator Manual:	
6.1.1	Provide a hardcopy of the manual	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
6.2	Contents of manual.	
6.2.1	Location of all switches, controls and indicators.	
6.2.2	Step-by-step instructions to operate all equipment features.	
SECTION G Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
7.1.1	5 Year Repair Service	
SECTION H Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Operation mode	
8.1.1	Conventional Analog	
8.1.2	P25 Digital CAI Operation Comply with TIA/EIA suite 102.	
8.1.3	Mixed mode operation	
8.2	System Enhancement software	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER I

8.2.1	P25 Phase I Digital Trunking 12.5kHz	
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent	
8.3	System Enhancement Options	
8.3.1	P25 OTAP	
8.3.2	Radio Authentication	
8.3.3	Noise reduction	
8.3.4	P25 OTAR	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Base Station/Repeater Radio, P25 Phase I 12.5 kHz Analog / Digital conventional and Digital Trunking Software – Defined Radio Architecture. (Single-Band Tier II Specification)

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF 12-100 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion %: <3.0/ (12.5 kHz)	
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)	
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	
1.9	Channel Spacing kHz: 12.5	
SECTION B Receiver – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

2.1.1	VHF (136-174 MHz)	
2.2	Analog Sensitivity: (-119dBm)	
2.3	Digital Sensitivity: (5%BER) (-120dBm)	
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)	
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)	
2.6	Intermodulation Rejection: 82 dB (12.5 kHz)	
2.7	Hum and Noise Ratio: >40dB (12.5kHz)	
	SECTION C Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES, DES	
3.2	Encryption Algorithm Capacity: 2(min)	
3.3	Encryption Type: Digital	
	SECTION D Electrical Requirements Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	System Operation Voltage	
4.2	110VAC operation with auto battery revert/charge capability	
4.3	AC Line Cord US	
4.4	Standby current at 110VAC 0.3A Draw (max)	
4.5	Receive Current at 110VAC 0.8A Draw (max)	
4.6	Transmit Current at 110VAC 10A Draw (max) at 100 Watts	
4.7	DC source Battery (site provided)	
4.8	10.8 to 16.6 VDC Negative Ground	
4.9	Standby at 13.8V 3A Draw (max)	
4.10	Receive Current at 13.8V 3A Draw (max)	
4.11	Transmit Current at 13.8V 25A Draw (max) at 100 Watts	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

SECTION E Physical Requirements		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Standard 19" Rack Mount (EIA)	
5.1.1	Rack mount hardware (EIA)	
SECTION F User Training		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Operator Manual:	
6.1.1	Provide a hardcopy of the manual	
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
6.2	Contents of manual.	
6.2.1	Location of all switches, controls and indicators.	
6.2.2	Step-by-step instructions to operate all equipment features.	
SECTION G Repairs and Warranties		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
7.1.1	5 Year Repair Service	
SECTION H Accessories/Optional Features		
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
8.1	Operation mode	
8.1.1	Conventional Analog	
8.1.2	P25 Digital CAI Operation	
8.1.3	Mixed mode operation	
8.2	P25 Phase I Digital Trunking 12.5kHz	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER RADIO, SINGLE-BAND, TIER II

8.2.1	System Enhancement Options	
8.2.2	Radio Authentication	
8.3	Noise reduction	
8.3.1	P25 OTAR	
	SECTION I Accessories/Optional Features	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
9.1	Software License agreement to include two years of updates	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Category: Radio / Subcategory Description: Vehicular Repeater Systems (VRS) P25 Trunking capable, backwards compatible and encryption capable.

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	Frequency Range (MHz)	
1.1.1	VHF (136-174MHz) UHF (380-470MHz) Range1 UHF (450-520MHz) Range2 (769-775MHz) (799-805MHz) (806-824MHZ) 851-869MHZ)	
1.2	Rated RF Output Power minimum: adjustable range	
1.2.1	VHF UHF 700/800 250 mW-2 Watts	
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM	
1.4	Modulation Limiting:	
1.4.1	±2.5 kHz (12.5 kHz)	
1.4.2	±5 kHz (25 kHz)	
1.4.3	±4 kHz (NPSPAC)	
1.5	Audio Response: +1,-3 dB	
1.6	Audio Distortion : 3%	
1.7	FM Hum and Noise Ratio: 40 dB	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

1.8	Conducted Spurious Emissions: -50 dBc	
1.9	Channel Spacing KHz: 12.5/25	
	SECTION B Receiver – Typical Performance Specifications	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Frequency Range (MHz)	
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)	
2.2	Reference Sensitivity: 0.35 uV	
2.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM	
2.4	Adjacent Channel Rejection @ 30kHz: 60dB	
2.5	Spurious Response Rejection: 70dB (12.5KHz) 70dB (25KHz)	
2.6	Intermodulation Rejection: 60dB	
2.7	Audio Frequency Response: ±1,-3dB, 300-300Hz	
2.8	Audio Output minimum: 600mV rms	
2.9	Audio Distortion: 3%	
	SECTION C Encryption System Typical Performance Specifications	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB	
3.2	Encryption Algorithm Capacity: 4(min)	
3.3	Encryption Type: Digital	
	SECTION D User Training	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	Operator Manual:	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

4.1.1	Provide a hardcopy of the manual	
4.1.2	Provide soft copy on digital media (CD,DVD or flash drive)	
4.2	Contents of manual.	
4.2.1	Location of all switches, controls and indicators.	
4.2.2	Step-by-step instructions to operate all equipment features.	
	SECTION E Repairs and Warranties	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Service Options; Optional Repair Service starts at end of standard radio warranty.	
5.1.1	5 Year Repair Service	
	SECTION F Overall VRS Requirements	
Item#	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Personnel, while out of their vehicles, will use their existing portable radios to operate the VRS in the vehicle and provide communications with dispatch. The portable radio will activate the VRS which will function as a repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.	
6.1.1	The VRS shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate bid and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.	
6.1.2	When the VRS is turned on it shall not automatically be placed in repeat mode.	
6.2	Operational Requirements	
6.2.1	Repeater Prioritizing Logic	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

6.2.2	Control logic in the VRS shall exist to enable multiple VRS units within range of each other to negotiate which of the VRS units will be the Master repeater unit for the group in order to prevent interference from multiple repeaters transmitting simultaneously.	
6.2.3	When the repeat mode is activated, the VRS shall automatically rebroadcast the received signal from the mobile to the portable radios.	
6.2.4	When the repeat mode is activated, the VRS shall automatically route the signal received from the portable to the mobile radio. The mobile radio shall then retransmit the signal to the mountain top base station.	
6.2.5	If no other units are on the scene, the VRS will assume master status and repeat radio traffic as described above.	
6.2.6	When additional units arrive on the scene and are activated, one VRS shall assume master status and all other VRS's shall automatically cease repeating radio traffic.	
6.2.7	When the master VRS leaves the scene or is disabled, the remaining VRS's shall select another master by a method that results in only one VRS assigned master status.	
6.2.8	If a unit arrives on the scene that is still in master status, then there shall be a method that results in only one of the master status VRS's assigned master status.	
6.2.9	If the mobile radio in the master unit is keyed locally, the transmission shall be repeated to portable radios and the status of all VRS's shall be preserved.	
7.1	Transmitter Requirements	

APPENDIX G SPECIFICATIONS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

7.1.1	Time-Out-Timer, factory adjusted for one minute. The electronic transmission timer shall limit the duration of each VRS transmission, whether initiated locally or remotely. The timer shall be adjustable to time-out over the minimum range of 1 to 4 minutes. Interruption of the transmitter remote keying circuit shall cause the timer to reset within 100 milliseconds.	
8.1	Physical Requirements	
8.1.1	The VRS shall be configured for dash mount.	
9.1	Controls	
9.1.1	Controls shall be mounted separately or included in the mobile control head as a user installable option.	
9.1.2	Activate repeat mode.	
10.1	Indicators	
10.1.1	Indicators shall be mounted separately or included in the mobile control head as a user installable option.	
10.1.2	A repeat-mode-activated indicator.	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

Category: IP-based Interoperability Gateway Devices (Open Standards)

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

SECTION A Transmitter – Typical Performance Specifications		
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	The gateway device shall interface existing radio, telephone and network systems with SIP telephones, networks, and devices, while allowing multiple simultaneous voice, data and multimedia communications.	
1.2	The gateway device shall interface narrow band radios to wide band radios, analog channels to digital channels and conventional channels to trunking talk group radios in the VHF Low, VHF High, UHF, 700MHz, 800MHz and 900MHz bands. It shall be capable of interfacing various trunking talk group radios with P 25 and non-P 25 protocols.	
1.3	The gateway device will be capable of interfacing any type of radio to any analog or digital public telephone network or private branch exchange.	
1.3.1	It shall cross-connect multiple diverse encrypted radio networks together seamlessly.	
1.3.2	The gateway device shall be capable of interconnecting up to 12 communications devices in each chassis.	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

1.4	The gateway device shall have local keypad control, microphone input and headphone/speaker output via its front panel.	
1.4.1	The gateway device shall include RS-232 serial remote control, remote DTMF control of cross-connects over RF links, public phone circuits, PBX circuits, SATCOM paths and cellular circuits.	
1.5	The gateway device shall use a Windows-based software control package compatible with Windows 95, 98, 2000, NT, XP & 7 to provide a user-friendly GUI (Graphic User Interface) depicting system operation allowing programming of features, and shall permit password protection of all features, and allow priority access and rejection relative to individual passwords.	
1.5.1	Software shall allow connecting and disconnecting of any channel with any other channel.	
1.5.2	Software shall allow programming of all radio interface features, as well as public phone interface features, SATCOM interface features and cellular interface features.	
1.5.3	Software shall provide the ability to program and store specific interoperability response combinations based on individual contingencies and related interoperability response plans.	
1.5.4	Software shall allow quick and easy all-call broadcast of emergency messages over all channels simultaneously. It shall provide for monitoring of any combination of interoperability channels by any other channel.	
1.5.5	Software shall allow multiple interoperability gateways to be networked together over a large area to produce wide area interoperability systems.	
1.5.6	Each interoperability device shall allow a minimum of seven (7) cross-connect nets at one time.	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

1.6	This gateway device shall employ a DSP algorithm on each radio interface that will detect speech spectrum in heavy receiver noise to key cross-connected radios reliably without COR (Carrier Operated Relay) signals. This speech spectrum detector shall be capable of ignoring sirens, whistles, horns, etc., without falsely keying cross-connected radios. In addition, it shall provide a DSP noise reduction algorithm capable of cleaning up noisy receiver signals before transmitting them over clean channels.	
1.7	The gateway device shall employ a DSP-based adaptive hybrid to produce adjusted nulls at telephone audio signaling frequency. The adaptive broadband hybrid nulls will allow reliable interfacing of any radio to phone lines at the edge of dial tone.	
1.7.1	The gateway device shall provide a reliable DSP VOX algorithm to key radios from voice signals received remotely over phone, SATCOM and cellular circuits.	
1.7.2	The gateway device shall be designed to include a local telephone interface capability to act as an extension or ring down phone for the interconnect system.	
1.7.3	The local phone circuit shall produce ring voltage, loop current, busy signal, and dial tone so an interfaced conventional phone acts as though it is hooked to the central office even though it is connected to the interoperability device over nothing but a 2-wire direct circuit.	
1.8	The interoperability solution shall be capable of interconnecting with almost any type of radio through a multitude of specially designed radio interface cables. It must allow users to interconnect a wide array of radios of all types by selecting appropriate cables from an interface cable cache defined at the time of order.	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

1.9	The gateway device will use digital delay to guarantee no lost syllables resulting from channel acquisition times when cross-connecting trunking radios. The digital delay capability shall be DSP-based and shall delay speech going into the transmit side of a trunking radio until channel acquisition occurs.	
1.10	The gateway device will also allow interfacing with remote radios over dial-up lines, leased lines, microwave circuits, LANs, WANs or the Internet. It shall offer VoIP capability optimized for radio performance, and be capable of operating transparently over a network. It shall allow network interfacing over T1, E1, Frame Relay, DSL and Cable Modem. The VoIP performance of the unit shall allow use of a wide area data network more efficiently by including radio voice communications comprised of transmit audio, keyline, receive audio and COR.	
1.11	The audio gateway device shall perform either as an unmanned gateway or as a manned gateway while providing interoperability over multiple radios.	
	SECTION B Gateway Device Typical Performance Specifications	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
2.1	Radio/4W Interface	
2.1.1	Audio Input: Un-balanced 600 ohms or Hi-Z; -26dBm to +12dBm levels; 100Hz to 3200 Hz.	
2.1.2	Audio Output: Balanced or Un-balanced 600 ohms; -26dBm to +12dBm levels; 100Hz to 3200Hz.	
2.1.3	Digital I/O: COR/Squelch and AUX inputs, PTT, and AUX outputs; E&M input/output.	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

2.1.4	DSP Algorithms: VOX or VMR Voice Detection; TD-Mode Noise Reduction; DTMF; Audio Equalizer; TX and/or RX Audio delay; Peak Limiter; COR Sampling; TX keying tones.	
2.2	SIP Network Interface.	
2.2.1	RFC Supported: 3261, 2976, 3515, 2327, 1889.	
2.2.2	SIP Support Vcoders; GSM and G711u.	
2.3.	Telephone Line Interface.	
2.3.1	Phone Line: RJ-11 Connection (2); -24dBm to 0 dBm levels.	
2.3.2	DSP Algorithms: DTMF Detection and Generation; DSP Adaptive Hybrid, DSP VOX.	
2.4	Radio over IP.	
2.4.1	Network Interface: RJ-45 Connector; 10/100Base-T Ethernet.	
2.4.2	Radio-Centric Features: Audio delay and jitter buffer to handle network latency; COR, PTT, and RS-232 serial control.	
2.4.3	Programming/Configuration: HTTP (Password Protected Web).	
2.4.4	Network Interface Type: 10/100Base-T Ethernet, 100Mbps; RJ-45 Connector.	
	SECTION C Electrical Requirements Typical Performance Specifications	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
3.1	AC Input Power: 115 to 230 VAC 15% 47-63Hz, 80VA Typical, 100 VA Maximum.	
3.2	DC Input Power: + 11 to 15 VDC @ 4A Nominal.	
3.3	Battery Charger: 1A Output Maximum; Tapered charge circuitry for lead acid battery.	
	SECTION D Physical Requirements	

APPENDIX G SPECIFICATIONS

CATEGORY: GATEWAY DEVICES

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
4.1	19" Standard Rack Mount.	
4.1.1	Rack mount hardware.	
	SECTION E User Training	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
5.1	Operator Manual:	
5.1.1	Provide a hardcopy of the manual.	
5.1.2	Provide soft copy on digital media (CD, DVD or flash drive).	
5.1.3	Contents of manual.	
5.1.4	Location of all switches, controls and indicators.	
5.1.5	Step-by-step instructions to operate all equipment features.	
	SECTION F Repairs and Warranties	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
6.1	Service Options: Optional Repair Service starts at end of standard radio warranty.	
6.1.1	5 Year Repair Service.	

APPENDIX G SPECIFICATIONS

CATEGORY: MICROWAVE RADIOS

Category: Microwave Radios

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

	SECTION A Requirements	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1	Frequency Range (GHz): 6 GHz	
2	Modulation and Coding Options:	
2.1	Fixed/Adaptive: QPSK,16,32,64,128 and 256 QAM	
2.2	Coding: Maximum Gain and Maximum Throughput	
3	Channel Sizes Supported: 3.75,5,10,20,30,40,50, and 80 MHz	
4	Capacity Range:	
4.1	Airlink Capacity: 8- 366 Mbit/s	
4.2	Ethernet/ IP Throughput: 8-462 Mbit/s	
4.3	Native TDM: 4,8,16,28,32,56,61,70,84,100,127xDS1	
4.4	1 to 4x DS3 , 1to 2x OC3	
5	Transmit Power Tolerance: +/- 2.dB	
6	Transmitter Source: Synthesized	
7	Frequency Stability: +/- 10 ppm	
8	Manual Transmitter Power Control Range:	
8.1	QPSK: 20 dB	

APPENDIX G SPECIFICATIONS

CATEGORY: MICROWAVE RADIOS

8.2	16 QAM: 18 dB	
8.3	32 QAM: 17.5 dB	
8.4	64 QAM 17 dB	
8.5	128 QAM 16 dB	
8.6	256 QAM 14 dB	
9	Automatic Transmitter Power Control Range:	
9.1	Configurable over the full available manual attenuation range	
10	Resolution/Speed: 0.1 dB steps / 6 dB per second	
11	Synthesizer Resolution: 250 kHz	
12	Transmitter Mute: >50 dB	
	SECTION B Environmental	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1	Operating Temperature:	
1.1	Guaranteed: -27 deg to +131 deg F	
1.2	Extended: -58 deg to +149 deg F	
2	Humidity: Guaranteed: 100 %	
3	Altitude: Guaranteed: 15,000 ft	
	SECTION C Microwave Antenna	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1	High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz	
2	High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz	
3	Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz	

APPENDIX G SPECIFICATIONS

CATEGORY: DISPATCH CONSOLES

Category: Dispatch Consoles, Radio Dispatch Console Systems

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Software/IP Dispatch Console Operator Position	
1.1.	Software-Only operator position; no external CEB;	
1.2.	Runs on current generation standard PC and Windows operating system (32-bit & 64-bit)	
1.3.	Support for touch-screen operation and multiple monitors	
1.4.	Programmable Graphical User Interface (GUI)	
1.5.	Control 24 or more talk-groups/channels	
1.6.	16-key keypad for DTMF and other functions	
1.7.	Per-line call history	
1.8.	Instant Recall Recorder of last 10 minutes of select and un-select audio received	
1.9.	Ethernet and/or USB interface to speakers, microphones, headset adapter box, foot switch	
1.10.	Intercom between dispatch console positions	
1.11.	Alert tones, multiple programmable	
1.12.	ANI display and signaling function interface	
1.13.	Support for parallel console indication of channel and function changes per site or talk group	
1.14.	Support for conventional Digital Fixed Station Interface P-25 operation (DFSI)	

APPENDIX G SPECIFICATIONS

CATEGORY: MICROWAVE ANTENNAS

Category: Microwave Antennas

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

	SECTION A	
Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1	High Performance Parabolic Shielded Antenna	
1.2	Diameter, nominal: 1.8m / 6 feet	
1.3	Reflector construction: one-piece	
1.4	Antenna input: CPR137G	
1.5	Polarization: Dual	
1.6	Operating Frequency Band: 5.925 – 6.425 GHz	
1.7	Beamwidth, Horizontal: 1.8 °	
1.8	Beamwidth, Vertical: 1.8 °	
1.9	Cross Polarization Discrimination: 30dB	
1.10	Electrical Compliance: US FCC Part 101B	
1.11	Front-to-Back Ratio: 65 dB	
1.12	Gain, Low Band: 38.4 dBi	
1.13	Gain, Mid Band: 38.8 dBi	
1.14	Gain Top Band: 39.1 dBi	
1.15	Return Loss: 29.4 dB	
1.16	VSWR: 1.07	

APPENDIX G SPECIFICATIONS

CATEGORY: MICROWAVE ANTENNAS

1.17	Fine Azimuth Adjustment: $\pm 15^\circ$	
1.18	Fine Elevation Adjustment: $\pm 20^\circ$	
1.19	Mounting Pipe Diameter: 115 mm 4.5 in.	
1.20	Side Struts, Included: 1 inboard	
1.21	Wind Velocity Operational: 110 km/h 68 mph	
1.22	Wind Velocity Survival Rating: 200 km/h 124mph	

APPENDIX G SPECIFICATIONS

CATEGORY: MOBILE RADIO ANTENNAS

Category: Mobile Radio Antennas

The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.0	Antenna & Base, with Shock Spring	
1.1.	Frequency range = 136-174 MHz	
1.2.	Center frequency = 155 MHz	
1.3.	Gain = Unity	
1.4.	Pattern = Omnidirectional	
1.5.	VSWR <2.0:1	
1.6.	Maximum power = 100 W	
1.7.	Nominal impedance = 50 ohms	
1.8.	Polarization = Vertical	
1.9.	Termination = 1-1/8"-18 thread (NMO) mounts	
1.10	Radiator = 17-7ph straight stainless steel	
1.11	Shock spring = 302 stainless steel	
1.12	Base housing material = Molded ABS	
1.13	Pattern = Offset	
2.0	Antenna Mount	

APPENDIX G SPECIFICATIONS

CATEGORY: MOBILE RADIO ANTENNAS

2.1	Industry standard NMO type mount: 0-6 GHz 3/4" hole mount. Features a fully weatherized cable interface and a center pin that removes to convert it from a standard to a high frequency mount.	
2.2	Cable Length = 17 feet	
2.3	Cable Type = RG58/U Dual Shield	
2.4	Connector = No Connector Supplied	

APPENDIX G SPECIFICATIONS

CATEGORY: BASE STATION/REPEATER RADIO ANTENNAS

Category: Base Station/Repeater Radio Antennas
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The following specifications are the minimum target product requirements for this category/subcategory of public safety communication equipment. It is the Bidder's responsibility to fully describe or explain how the product offered meets or exceeds each identified requirement. If more space is needed, Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages – 12 point font). Only one product may be offered to meet or exceed these specifications on a pass/fail basis. (Reference Section 4.15 Specifications, Part I Solicitation Document)

Manufacturer: _____

Product Model Name/Number: _____

Vendors should submit descriptive literature for the product offered confirming its compliance with specifications.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.1.	Frequency Range / Bandwidth = 150-174 MHz	
1.2.	VSWR: 1.5:1	
1.3.	Pattern = Offset	
1.4.	Nominal Gain = 8 dB	
1.5.	Maximum Power = 300 watts	
1.6.	Top, Bottom, or Side mount options	
1.7.	Impedance = 50 ohms	
1.8.	Weight < 50 pounds	
1.9.	Wind Survival Rating = 130 mph (no ice)	
1.10	Down-tilt = optional 0, 2, 4, 6, or 8 degrees	

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

APPENDIX H PRICE WORKSHEETS

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Dual-Band, P25 Phase I 12.5 kHz digital trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	UHF 1-5 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.4.2	±5 kHz (25 kHz)		\$ _____	\$ _____
1.4.3	±4 kHz (NPSPAC)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.25/ (12.5 kHz)<0.50/(25KHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <50 dB (12.5kHz)<50 dB/(25KHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)-70dBc(25KHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5/25		\$ _____	\$ _____
	SECTION B Receiver – Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
2.2	Sensitivity: -119 dBm (12.5KHz) -119 dBm (25KHz) (12 dB SINAD)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-125dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz) 70 dB (25KHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95dB (12.5KHz) 98dB (25KHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 60dB (12.5KHz) 85dB (25KHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 55dB (12.5KHz) 50dB (25KHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____
3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Batteries and Chargers Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Rechargeable battery pack: Li-Ion		\$ _____	\$ _____
5.2	Battery Life: 10 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)		\$ _____	\$ _____
5.3	Rapid Charge-able: Less than 4 hours		\$ _____	\$ _____
5.4	Battery Charger - Single unit.		\$ _____	\$ _____
5.4.1	Operates from 120 VAC.		\$ _____	\$ _____
5.4.2	Charger logic shall include the necessary intelligence to monitor the battery parameters of each battery during the charging process and condition or adapt charging for extended battery lifecycle.		\$ _____	\$ _____
5.4.3	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.		\$ _____	\$ _____
	SECTION F Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Military Test Standard: Mil-STD 810		\$ _____	\$ _____
6.1.1	Ruggedness and Submersible		\$ _____	\$ _____
6.2	Flexible, covered Antenna. With threaded connector.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

6.2.1	Antenna optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3	On/Off and volume knob. Mounted on the top. Separate knob from channel selector.		\$ _____	\$ _____
6.4	Rotary channel selector knob. Mounted on the top.		\$ _____	\$ _____
6.4.1	Selects 16 channels (min)		\$ _____	\$ _____
6.5	Emergency Alert button: Mounted on the top with easy access.		\$ _____	\$ _____
6.6	Emergency Alert button: User programmable		\$ _____	\$ _____
6.7	Backlight Display day/night		\$ _____	\$ _____
6.8	Full keypad ,Text Messaging 2 lines 10 character (min)		\$ _____	\$ _____
6.9	Programmable side buttons: (3min)		\$ _____	\$ _____
	SECTION G User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
9.1.2	Analog Operation		\$ _____	\$ _____
9.1.3	Dual Band Operation		\$ _____	\$ _____
9.2	System Enhancement software		\$ _____	\$ _____
9.2.1	P25 Phase I 12.5 kHz Digital Trunking		\$ _____	\$ _____
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
9.3	System Enhancement Options		\$ _____	\$ _____
9.3.1	P25 OTAP		\$ _____	\$ _____
9.3.2	Radio Authentication		\$ _____	\$ _____
9.3.4	Multicast Voting Scan		\$ _____	\$ _____
9.3.5	Noise reduction		\$ _____	\$ _____
9.3.6	P25 OTAR		\$ _____	\$ _____
9.4	Bluetooth Operation		\$ _____	\$ _____
9.4.1	Bluetooth software		\$ _____	\$ _____
9.4.2	Bluetooth Wireless ACCY KIT		\$ _____	\$ _____
9.4.3	Bluetooth headset		\$ _____	\$ _____
9.4.4	Bluetooth earpiece		\$ _____	\$ _____
9.5	Nylon carry case w/3" belt loop for standard battery size.		\$ _____	\$ _____
9.6	Radio colored housing: standard black/high visibility		\$ _____	\$ _____
9.7	Remote Speaker Microphones. Remote speaker Microphone W/vol control.		\$ _____	\$ _____
9.8	Software License agreement to include two years of updates.		\$ _____	\$ _____
9.9	Programing/Cloning:		\$ _____	\$ _____
9.9.1	PC programing software and cables.		\$ _____	\$ _____
9.9.2	Radio Cloning cable kit		\$ _____	\$ _____
9.9.3	Radio to Radio wireless cloning		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

Total Net Evaluation Price:	\$ _____
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Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount	or	\$_____/Hour
_____	_____ % Discount	or	\$_____/Hour
_____	_____ % Discount	or	\$_____/Hour
_____	_____ % Discount	or	\$_____/Hour

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, DUAL-BAND

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier I, P25 Phase I 12.5 kHz digital trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 1-5 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.25/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-121dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-121dBm)		\$ _____	\$ _____
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-121dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-121dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio (dB): 55 dB (12.5KHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____
3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____
3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Batteries and Chargers Typical Performance Specifications			

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Rechargeable battery pack: Li-Ion		\$ _____	\$ _____
5.2	Battery Life: 10 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)		\$ _____	\$ _____
5.3	Rapid Charge-able: Less than 4 hours		\$ _____	\$ _____
5.4	Battery Charger - Single unit.		\$ _____	\$ _____
5.4.1	Operates from 120 VAC.		\$ _____	\$ _____
5.4.2	Charger logic shall include the necessary intelligence to monitor the battery parameters of each battery during the charging process and condition or adapt charging for extended battery lifecycle.		\$ _____	\$ _____
5.4.3	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.		\$ _____	\$ _____
	SECTION F Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Military Test Standard: Mil-STD 810		\$ _____	\$ _____
6.1.1	Ruggedness and Submersible		\$ _____	\$ _____
6.2	Flexible, covered Antenna. With Threaded connector.		\$ _____	\$ _____
6.2.1	Antenna optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3	On/Off and volume knob. Mounted on the top. Separate knob from channel selector.		\$ _____	\$ _____
6.4	Rotary channel selector knob. Mounted on the top.		\$ _____	\$ _____
6.4.1	Selects 16 channels (min)		\$ _____	\$ _____
6.5	Emergency Alert button: Mounted on the top with easy access.		\$ _____	\$ _____
6.6	Emergency Alert button: User programmable		\$ _____	\$ _____
6.7	Front display Backlight day/night		\$ _____	\$ _____
6.8	Full keypad,Text Messaging 2 lines 10 character (min)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

6.9	Programmable side buttons: (3min)		\$ _____	\$ _____
	SECTION G User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
9.2	System Enhancement software		\$ _____	\$ _____
9.2.1	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
9.3	System Enhancement Options		\$ _____	\$ _____
9.3.1	P25 OTAP		\$ _____	\$ _____
9.3.2	Radio Authentication		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

9.3.4	Multicast Voting Scan		\$ _____	\$ _____
9.3.5	Noise reduction		\$ _____	\$ _____
9.3.6	P25 OTAR		\$ _____	\$ _____
9.4	Bluetooth Operation		\$ _____	\$ _____
9.4.1	Bluetooth software		\$ _____	\$ _____
9.4.2	Bluetooth Wireless ACCY KIT		\$ _____	\$ _____
9.4.3	Bluetooth headset		\$ _____	\$ _____
9.4.4	Bluetooth earpiece		\$ _____	\$ _____
9.5	Nylon carry case w/3" belt loop for standard battery size.		\$ _____	\$ _____
9.6	Radio colored housing: standard black/high visibility		\$ _____	\$ _____
9.7	Remote Speaker Microphones. Remote speaker Microphone W/vol control.		\$ _____	\$ _____
9.8	Software License agreement to include two years of updates		\$ _____	\$ _____
9.9	Programing/Cloning:		\$ _____	\$ _____
9.9.1	PC programing software and cables.		\$ _____	\$ _____
9.9.2	Radio Cloning cable kit		\$ _____	\$ _____
9.9.3	Radio to Radio wireless cloning		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER I

Training: _____ % Discount or \$_____/Hour

Other Services

	_____ % Discount	or	\$_____/Hour
	_____ % Discount	or	\$_____/Hour
	_____ % Discount	or	\$_____/Hour
	_____ % Discount	or	\$_____/Hour

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
	_____ % Discount
	_____ % Discount
	_____ % Discount
	_____ % Discount
	_____ % Discount
	_____ % Discount
	_____ % Discount
	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Portable Radio, Hand Held, Single-Band, Tier II, P25 Phase I GPS capable.
Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 1-5 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±2.0 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <2.00/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: >45 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-118dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 60dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 80 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio : 40dB (12.5kHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____
3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____
3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES, DES		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 2(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Batteries and Chargers Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Rechargeable battery pack: Li-Ion		\$ _____	\$ _____
5.2	Battery Life: 9 hours (minimum) (Based on duty cycle: 5% transmit at full power; 5% receive; and 90% standby.)		\$ _____	\$ _____
5.3	Rapid Charge-able: Less than 6 hours		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

5.4	Battery Charger - Single unit.		\$ _____	\$ _____
5.4.1	Operates from 120 VAC.		\$ _____	\$ _____
5.4.2	If a battery remains in the charger after it is fully charged, the charger shall automatically switch to trickle charge and shall avoid overcharging the battery.		\$ _____	\$ _____
SECTION F Physical Requirements				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Military Test Standard: Mil-STD 810		\$ _____	\$ _____
6.1.1	Ruggedness and Submersible		\$ _____	\$ _____
6.2	Flexible, covered Antenna. With threaded connector.		\$ _____	\$ _____
6.2.1	Antenna optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3	On/Off and volume knob, separate from channel selector. Mounted on the top.		\$ _____	\$ _____
6.4	Rotary channel selector knob. Mounted on the top.		\$ _____	\$ _____
6.4.1	Selects 16 channels (min)		\$ _____	\$ _____
6.5	Emergency Alert button: Mounted on the top with easy access.		\$ _____	\$ _____
6.6	Display Backlit Dot Matrix LCD, 1 line 10 character (min)		\$ _____	\$ _____
6.7	Programmable side buttons: (3min)		\$ _____	\$ _____
SECTION G User Training				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	P25 Digital CAI Operation		\$ _____	\$ _____
9.2	P25 Phase I Trunking		\$ _____	\$ _____
9.2.1	Noise reduction		\$ _____	\$ _____
9.3	Nylon carry case w/3" belt loop for standard battery size.		\$ _____	\$ _____
9.4	Radio colored housing: standard black/high visibility		\$ _____	\$ _____
9.5	Remote speaker Microphone		\$ _____	\$ _____
9.6	Software License agreement to include two years of updates		\$ _____	\$ _____
9.7	Programing/Cloning:		\$ _____	\$ _____
9.7.1	PC programing software and cables.		\$ _____	\$ _____
9.7.2	Radio Cloning cable kit		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: PORTABLE RADIO, SINGLE-BAND, TIER II

Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are offered at the same or greater level of price discount off the reference manufacturer's price list. However, no single-band tier I products may be listed.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Mid-Power Mobile Radio P25 Phase I 12.5 kHz Digital Trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Channel capacity 1000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.4.2	±5 kHz (25 kHz)		\$ _____	\$ _____
1.4.3	±4 kHz (NPSPAC)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

1.6	Audio Distortion %: <1.0/ (12.5 kHz) <0.50/(25KHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz) <55dB/(25KHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -60 dBc (12.5kHz)- 70dBc(25KHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5/25		\$ _____	\$ _____
	SECTION B Receiver – Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz) 70 dB (25KHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95dB (12.5KHz) 98dB (25KHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 60dB (12.5KHz) 85dB (25KHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 57dB(12.5KHz) 50dB (25KHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____
3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Batteries and Chargers Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	System Operation Voltage		\$ _____	\$ _____
5.2	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
5.3	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____
5.4	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION F Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Transmitter/Receiver assembly		\$ _____	\$ _____
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.		\$ _____	\$ _____
6.2	Installation kit		\$ _____	\$ _____
6.2.1	Mounting Hardware		\$ _____	\$ _____
6.2.2	Control cable minimum length 14 feet.		\$ _____	\$ _____
6.2.3	Power cable minimum length 17 feet.		\$ _____	\$ _____
6.3	Antenna		\$ _____	\$ _____
6.3.1	¼ wave Broadband (136-174MHz) (700/800MHZ) optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3.2	GPS Antenna		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

6.4	Microphone		\$ _____	\$ _____
6.4.1	Dynamic palm type W/mounting bracket for monitor function.		\$ _____	\$ _____
6.5	Control Head		\$ _____	\$ _____
6.5.1	2 line 12 character alphanumeric display (min)		\$ _____	\$ _____
6.5.2	Programmable one touch buttons		\$ _____	\$ _____
6.5.3	Multifunction Volume/Channel knob		\$ _____	\$ _____
6.6	External Speaker		\$ _____	\$ _____
6.6.1	7.5 Watt (min)		\$ _____	\$ _____
	SECTION G User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
9.1.2	Analog operation		\$ _____	\$ _____
9.1.3	Dual band operation		\$ _____	\$ _____
9.1.4	P25 Phase II Trunking		\$ _____	\$ _____
9.2	System Enhancement software		\$ _____	\$ _____
9.2.1	Enable Dual Band Operation		\$ _____	\$ _____
9.2.2	P25 Phase I 12.5 kHz Digital Trunking		\$ _____	\$ _____
9.2.3	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
9.3	System Enhancement Options		\$ _____	\$ _____
9.3.1	P25 OTAP		\$ _____	\$ _____
9.3.2	Radio Authentication		\$ _____	\$ _____
9.3.3	Multicast Voting Scan		\$ _____	\$ _____
9.3.4	Noise reduction		\$ _____	\$ _____
9.3.5	P25 OTAR		\$ _____	\$ _____
9.4	Bluetooth Operation		\$ _____	\$ _____
9.4.1	Bluetooth software		\$ _____	\$ _____
9.4.2	Wireless computer programing no cable connections required.		\$ _____	\$ _____
9.5	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, DUAL-BAND

Equipment repair: _____ % Discount or \$_____/Hour
Training: _____ % Discount or \$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier I, Phase I, 12.5 kHz Digital Trunking and P25 Phase II 6.25 kHz equivalent capable, backwards compatible and GPS capable. Channel capacity 1000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.0/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio (dB): 57 dB 1(2.5KHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____
3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____
3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Electrical Requirements Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	System Operation Voltage		\$ _____	\$ _____
5.2	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
5.3	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

5.4	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION F Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Transmitter/Receiver assembly		\$ _____	\$ _____
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.		\$ _____	\$ _____
6.2	Installation kit		\$ _____	\$ _____
6.2.1	Mounting Hardware		\$ _____	\$ _____
6.2.2	Control cable minimum length 14 feet.		\$ _____	\$ _____
6.3	Antenna		\$ _____	\$ _____
6.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3.2	GPS Antenna		\$ _____	\$ _____
6.4	Microphone		\$ _____	\$ _____
6.4.1	Dynamic palm type W/mounting bracket for monitor function.		\$ _____	\$ _____
6.5	Control Head		\$ _____	\$ _____
6.5.1	2 line 12 character alphanumeric display (min)		\$ _____	\$ _____
6.5.2	Programmable one touch buttons		\$ _____	\$ _____
6.5.3	Multifunction Volume/Channel knob		\$ _____	\$ _____
6.6	External Speaker		\$ _____	\$ _____
6.6.1	7.5 Watt (min)		\$ _____	\$ _____
	SECTION G User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
9.2	System Enhancement software		\$ _____	\$ _____
9.2.1	P25 Phase I 12.5 kHz Digital Trunking		\$ _____	\$ _____
9.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
9.3	System Enhancement Options		\$ _____	\$ _____
9.3.1	P25 OTAP		\$ _____	\$ _____
9.3.2	Radio Authentication		\$ _____	\$ _____
9.3.4	Multicast Voting Scan		\$ _____	\$ _____
9.3.5	Noise reduction		\$ _____	\$ _____
9.3.6	P25 OTAR		\$ _____	\$ _____
9.4	Bluetooth Operation		\$ _____	\$ _____
9.4.1	Bluetooth software		\$ _____	\$ _____
9.4.2	Wireless computer programing no cable connections required.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

9.5	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER I

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Single-Band Mobile Radio, Tier II, P25 Phase I GPS capable.
Channel capacity 2000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.5/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing kHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 35 dB (12.5kHz)		\$ _____	\$ _____
	SECTION C Global Positioning System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Channels: 12 (min)		\$ _____	\$ _____
3.2	Tracking Sensitivity: -159 dBm		\$ _____	\$ _____
3.3	Accuracy: <10 meters (95%)		\$ _____	\$ _____
3.4	Mode of Operation: Non-Assisted GPS		\$ _____	\$ _____
	SECTION D Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Supported Encryption Algorithms: AES,DES		\$ _____	\$ _____
4.2	Encryption Algorithm Capacity: 2(min)		\$ _____	\$ _____
4.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION E Electrical Requirements Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	System Operation Voltage		\$ _____	\$ _____
5.2	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
5.3	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

5.4	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____
5.5	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION F Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Transmitter/Receiver assembly		\$ _____	\$ _____
6.1.1	Station Chassis Configured for mounting in the trunk of a vehicle.		\$ _____	\$ _____
6.2	Installation kit		\$ _____	\$ _____
6.2.1	Mounting Hardware		\$ _____	\$ _____
6.2.2	Control cable minimum length 14 feet.		\$ _____	\$ _____
6.2.3	Power cable minimum length 17 feet.		\$ _____	\$ _____
6.3	Antenna		\$ _____	\$ _____
6.3.1	¼ wave Broadband (136-174MHz) optimized for frequency range specified on P.O.		\$ _____	\$ _____
6.3.2	GPS Antenna		\$ _____	\$ _____
6.4	Microphone		\$ _____	\$ _____
6.4.1	Dynamic palm type W/mounting bracket for monitor function.		\$ _____	\$ _____
6.5	Control Head		\$ _____	\$ _____
6.5.1	1 line 12 character alphanumeric display (min)		\$ _____	\$ _____
6.5.2	Programmable one touch buttons		\$ _____	\$ _____
6.5.3	Multifunction Volume/Channel knob		\$ _____	\$ _____
6.6	External Speaker		\$ _____	\$ _____
6.6.1	7.5 Watt (min)		\$ _____	\$ _____
	SECTION G User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Operator Manual:		\$ _____	\$ _____
7.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

7.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
7.2	Contents of manual.		\$ _____	\$ _____
7.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
7.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION H Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
8.1.2	5 Year Repair Service		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	P25 Digital CAI Operation		\$ _____	\$ _____
9.1.2	Noise reduction		\$ _____	\$ _____
9.1.3	P25 Phase I Trunking 12.5 kHz		\$ _____	\$ _____
9.2	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: MOBILE RADIO, SINGLE-BAND, TIER II

Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are offered at the same or greater level of price discount off the reference manufacturer's price list. However, no single-band tier I products may be listed.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

Category: Radio / Subcategory Description: Dual-Band Desk Top/Console Radio P25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.0/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
	SECTION B Receiver – Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 57dB (12.5KHz)		\$ _____	\$ _____
	SECTION C Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION D Electrical Requirements Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	System Operation Voltage		\$ _____	\$ _____
4.2	110VAC operation with auto battery revert capability		\$ _____	\$ _____
4.3	AC Line Cord US		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

4.4	Standby current at 110VAC 3VA Draw (MAX)		\$ _____	\$ _____
4.5	Receive Current at 110VAC 8VA Draw (max)		\$ _____	\$ _____
4.6	Transmit Current at 110VAC 138VA Draw (max) at 30 Watts		\$ _____	\$ _____
4.7	DC source Battery (site provided) (UPS)		\$ _____	\$ _____
4.8	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
4.9	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____
4.10	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____
4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION E Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Control Station Desk Microphone		\$ _____	\$ _____
5.2	Front Panel Control		\$ _____	\$ _____
5.2.1	System control Front Panel key pad 2 line 12 character numeric display (min) with clock and VU meter.		\$ _____	\$ _____
	SECTION F User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Operator Manual:		\$ _____	\$ _____
6.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
6.2	Contents of manual.		\$ _____	\$ _____
6.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
6.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION G Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
7.1.1	5 Year Repair Service		\$ _____	\$ _____
	SECTION H Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Operation mode		\$ _____	\$ _____
8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
8.1.2	Analog operation		\$ _____	\$ _____
8.1.3	Dual Band operation		\$ _____	\$ _____
8.2	System Enhancement software		\$ _____	\$ _____
8.2.1	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
8.3	System Enhancement Options		\$ _____	\$ _____
8.3.1	P25 OTAP		\$ _____	\$ _____
8.3.2	Radio Authentication		\$ _____	\$ _____
8.3.4	Multicast Voting Scan		\$ _____	\$ _____
8.3.5	Noise reduction		\$ _____	\$ _____
8.3.6	P25 OTAR		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Operation mode		\$ _____	\$ _____
9.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
9.1.2	Wireless computer programing no cable connections required.		\$ _____	\$ _____
9.2	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, DUAL-BAND

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Desktop Console Radio, Single-Band Tier I, Project 25 Phase I 12.5 kHz and P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Channel capacity 1000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±0.8 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.0/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER I

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 95 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 57dB (12.5KHz)		\$ _____	\$ _____
SECTION C Encryption System Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
SECTION D Electrical Requirements Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	System Operation Voltage		\$ _____	\$ _____
4.2	110VAC operation with auto battery revert capability		\$ _____	\$ _____
4.3	AC Line Cord US		\$ _____	\$ _____
4.4	Standby current at 110VAC 3VA Draw (MAX)		\$ _____	\$ _____
4.5	Receive Current at 110VAC 8VA Draw (max)		\$ _____	\$ _____
4.6	Transmit Current at 110VAC 138VA Draw (max) at 30 Watts		\$ _____	\$ _____
4.7	DC source Battery (site provided) (UPS)		\$ _____	\$ _____
4.8	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
4.9	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____
4.10	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER I

4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION E Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Control Station Desk Microphone		\$ _____	\$ _____
5.2	Front Panel Control		\$ _____	\$ _____
5.2.1	System control Front Panel key pad 2 line 12 character numeric display (min) with clock and VU meter.		\$ _____	\$ _____
	SECTION F User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Operator Manual:		\$ _____	\$ _____
6.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
6.2	Contents of manual.		\$ _____	\$ _____
6.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
6.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION G Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
7.1.1	5 Year Repair Service		\$ _____	\$ _____
	SECTION H Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Operation mode		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER I

8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
8.2	System Enhancement software		\$ _____	\$ _____
8.2.1	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
8.3	System Enhancement Options		\$ _____	\$ _____
8.3.1	P25 OTAP		\$ _____	\$ _____
8.3.2	Radio Authentication		\$ _____	\$ _____
8.3.4	Multicast Voting Scan		\$ _____	\$ _____
8.3.5	Noise reduction		\$ _____	\$ _____
8.3.6	P25 OTAR		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Bluetooth Operation		\$ _____	\$ _____
9.1.1	Bluetooth software		\$ _____	\$ _____
9.1.2	Wireless computer programing no cable connections required.		\$ _____	\$ _____
9.2	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER I

Training: _____ % Discount or \$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Desk Top/Console Radio, Single-Band, Tier II, P25 Phase I
Channel capacity 1000 (min). Software – Defined Radio Architecture.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 2-30 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.5/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -75 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing kHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER II

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-119dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 45 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 75 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 75 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 35dB (12.5kHz)		\$ _____	\$ _____
SECTION C Encryption System Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES,DES		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 2(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
SECTION D Electrical Requirements Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	System Operation Voltage		\$ _____	\$ _____
4.2	110VAC operation with battery revert capability		\$ _____	\$ _____
4.3	AC Line Cord US		\$ _____	\$ _____
4.4	Standby current at 110VAC .3A Draw (MAX)		\$ _____	\$ _____
4.5	Receive Current at 110VAC .8A Draw (max)		\$ _____	\$ _____
4.6	Transmit Current at 110VAC 13.8A Draw (max) at 30 Watts		\$ _____	\$ _____
4.7	DC source Battery (site provided) (UPS)		\$ _____	\$ _____
4.8	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
4.9	Standby at 13.8V 0.85A Draw (max)		\$ _____	\$ _____
4.10	Receive Current at 13.8V 3.2A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER II

4.11	Transmit Current at 13.8V 11A Draw (max) at 30 Watts		\$ _____	\$ _____
	SECTION E Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Control Station Desk Microphone		\$ _____	\$ _____
5.2	Front Panel Control		\$ _____	\$ _____
5.2.1	System control Front Panel key pad Dot-Matrix 1 line 12 character numeric display (min)		\$ _____	\$ _____
	SECTION F User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Operator Manual:		\$ _____	\$ _____
6.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
6.2	Contents of manual.		\$ _____	\$ _____
6.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
6.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION G Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
7.1.1	5 Year Repair Service		\$ _____	\$ _____
	SECTION H Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Operation mode		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER II

8.1.1	Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
8.2	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
8.2.1	Radio Authentication		\$ _____	\$ _____
8.2.2	Noise reduction		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: DESKTOP/CONSOLE, SINGLE-BAND, TIER II

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are offered at the same or greater level of price discount off the reference manufacturer's price list. However, no single-band tier I products may be listed.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Base Station/Repeater, P25 12.5 kHz Digital Trunking P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Software – Defined Radio Architecture. (Single-Band, Tier I)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 12-100 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <1.0/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-120dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 100 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 86 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: 57dB (12.5KHz)		\$ _____	\$ _____
SECTION C Encryption System Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES, DES, DES-OFB		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
SECTION D Electrical Requirements Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	System Operation Voltage		\$ _____	\$ _____
4.2	110VAC operation with auto battery revert/charge capability		\$ _____	\$ _____
4.3	AC Line Cord US		\$ _____	\$ _____
4.4	Standby current at 110VAC .3A Draw (MAX)		\$ _____	\$ _____
4.5	Receive Current at 110VAC .8A Draw (max)		\$ _____	\$ _____
4.6	Transmit Current at 110VAC 10A Draw (max) at 100 Watts		\$ _____	\$ _____
4.7	DC source Battery (site provided)		\$ _____	\$ _____
4.8	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
4.9	Standby at 13.8V <0.30A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

4.10	Receive Current at 13.8 <0.30A Draw (max)		\$ _____	\$ _____
4.11	Transmit Current at 13.8V <25A Draw (max) at 100 Watts		\$ _____	\$ _____
	SECTION E Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Standard Rack Mount (EIA)		\$ _____	\$ _____
5.1.1	Rack mount hardware		\$ _____	\$ _____
	SECTION F User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Operator Manual:		\$ _____	\$ _____
6.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
6.2	Contents of manual.		\$ _____	\$ _____
6.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
6.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION G Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
7.1.1	5 Year Repair Service		\$ _____	\$ _____
	SECTION H Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Operation mode		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

8.1.1	Conventional Analog		\$ _____	\$ _____
8.1.2	P25 Digital CAI Operation Comply with TIA/EIA suite 102.		\$ _____	\$ _____
8.1.3	Mixed mode operation		\$ _____	\$ _____
8.2	System Enhancement software		\$ _____	\$ _____
8.2.1	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent		\$ _____	\$ _____
8.3	System Enhancement Options		\$ _____	\$ _____
8.3.1	P25 OTAP		\$ _____	\$ _____
8.3.2	Radio Authentication		\$ _____	\$ _____
8.3.3	Noise reduction		\$ _____	\$ _____
8.3.4	P25 OTAR		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

Category: Radio / Subcategory Description: Base Station/Repeater, Tier II, P25 Phase I 12.5 kHz Analog / Digital conventional and Digital Trunking Software – Defined Radio Architecture. (Single-Band, Tier II)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF 12-100 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____
1.6	Audio Distortion %: <3.0/ (12.5 kHz)		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: <40 dB (12.5kHz)		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)		\$ _____	\$ _____
1.9	Channel Spacing kHz: 12.5		\$ _____	\$ _____
SECTION B Receiver – Typical Performance Specifications				

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz)		\$ _____	\$ _____
2.2	Analog Sensitivity: (-119dBm)		\$ _____	\$ _____
2.3	Digital Sensitivity: (5%BER) (-120dBm)		\$ _____	\$ _____
2.4	Adjacent Channel Rejection: 65 dB (12.5 kHz)		\$ _____	\$ _____
2.5	Spurious Response Rejection: 90 dB (12.5 kHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 82 dB (12.5 kHz)		\$ _____	\$ _____
2.7	Hum and Noise Ratio: >40dB (12.5kHz)		\$ _____	\$ _____
SECTION C Encryption System Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES, DES		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 2(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
SECTION D Electrical Requirements Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	System Operation Voltage		\$ _____	\$ _____
4.2	110VAC operation with auto battery revert/charge capability		\$ _____	\$ _____
4.3	AC Line Cord US		\$ _____	\$ _____
4.4	Standby current at 110VAC 0.3A Draw (max)		\$ _____	\$ _____
4.5	Receive Current at 110VAC 0.8A Draw (max)		\$ _____	\$ _____
4.6	Transmit Current at 110VAC 10A Draw (max) at 100 Watts		\$ _____	\$ _____
4.7	DC source Battery (site provided)		\$ _____	\$ _____
4.8	10.8 to 16.6 VDC Negative Ground		\$ _____	\$ _____
4.9	Standby at 13.8V 3A Draw (max)		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

4.10	Receive Current at 13.8 3A Draw (max)		\$ _____	\$ _____
4.11	Transmit Current at 13.8V 25A Draw (max) at 100 Watts		\$ _____	\$ _____
	SECTION E Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Standard 19" Rack Mount (EIA)		\$ _____	\$ _____
5.1.1	Rack mount hardware (EIA)		\$ _____	\$ _____
	SECTION F User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Operator Manual:		\$ _____	\$ _____
6.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
6.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
6.2	Contents of manual.		\$ _____	\$ _____
6.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
6.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION G Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
7.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
7.1.1	5 Year Repair Service		\$ _____	\$ _____
	SECTION H Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
8.1	Operation mode		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

8.1.1	Conventional Analog		\$ _____	\$ _____
8.1.2	P25 Digital CAI Operation		\$ _____	\$ _____
8.1.3	Mixed mode operation		\$ _____	\$ _____
8.2	P25 Phase I Digital Trunking 12.5kHz		\$ _____	\$ _____
8.2.1	System Enhancement Options		\$ _____	\$ _____
8.2.2	Radio Authentication		\$ _____	\$ _____
8.3	Noise reduction		\$ _____	\$ _____
8.3.1	P25 OTAR		\$ _____	\$ _____
	SECTION I Accessories/Optional Features			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Software License agreement to include two years of updates		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

Other Services

_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER II

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are offered at the same or greater level of price discount off the reference manufacturer's price list. However, no single-band tier I products may be listed.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Category: Radio / Subcategory Description: Vehicular Repeater Systems (VRS) P25 Trunking capable, backwards compatible and encryption capable.

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range (MHz)		\$ _____	\$ _____
1.1.1	VHF (136-174MHz) UHF (380-470MHz) Range1 UHF (450-520MHz) Range2 (769-775MHz) (799-805MHz) (806-824MHZ) 851-869MHZ)		\$ _____	\$ _____
1.2	Rated RF Output Power minimum: adjustable range		\$ _____	\$ _____
1.2.1	VHF UHF 700/800 250 mW-2 Watts		\$ _____	\$ _____
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM		\$ _____	\$ _____
1.4	Modulation Limiting:		\$ _____	\$ _____
1.4.1	±2.5 kHz (12.5 kHz)		\$ _____	\$ _____
1.4.2	±5 kHz (25 kHz)		\$ _____	\$ _____
1.4.3	±4 kHz (NPSPAC)		\$ _____	\$ _____
1.5	Audio Response: +1,-3 dB		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

1.6	Audio Distortion : 3%		\$ _____	\$ _____
1.7	FM Hum and Noise Ratio: 40 dB		\$ _____	\$ _____
1.8	Conducted Spurious Emissions: -50 dBc		\$ _____	\$ _____
1.9	Channel Spacing KHz: 12.5/25		\$ _____	\$ _____
	SECTION B Receiver – Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Frequency Range (MHz)		\$ _____	\$ _____
2.1.1	VHF (136-174 MHz) UHF(380-470 MHz) Range 1 UHF(450-520 MHz) Range 2 (769-775 MHz) (799-805MHz) (806-824MHz) (851-869MHz)		\$ _____	\$ _____
2.2	Reference Sensitivity: 0.35 uV		\$ _____	\$ _____
2.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.5 PPM		\$ _____	\$ _____
2.4	Adjacent Channel Rejection @ 30kHz: 60dB		\$ _____	\$ _____
2.5	Spurious Response Rejection: 70dB (12.5KHz) 70dB (25KHz)		\$ _____	\$ _____
2.6	Intermodulation Rejection: 60dB		\$ _____	\$ _____
2.7	Audio Frequency Response: ±1,-3dB, 300-300Hz		\$ _____	\$ _____
2.8	Audio Output minimum: 600mV rms		\$ _____	\$ _____
2.9	Audio Distortion: 3%		\$ _____	\$ _____
	SECTION C Encryption System Typical Performance Specifications			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	Supported Encryption Algorithms: AES,DES,DES-OFB		\$ _____	\$ _____
3.2	Encryption Algorithm Capacity: 4(min)		\$ _____	\$ _____
3.3	Encryption Type: Digital		\$ _____	\$ _____
	SECTION D User Training			

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	Operator Manual:		\$ _____	\$ _____
4.1.1	Provide a hardcopy of the manual		\$ _____	\$ _____
4.1.2	Provide soft copy on digital media (CD,DVD or flash drive)		\$ _____	\$ _____
4.2	Contents of manual.		\$ _____	\$ _____
4.2.1	Location of all switches, controls and indicators.		\$ _____	\$ _____
4.2.2	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
SECTION E Repairs and Warranties				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Service Options; Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
5.1.1	5 Year Repair Service		\$ _____	\$ _____
SECTION F Overall VRS Requirements				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Personnel, while out of their vehicles, will use their existing portable radios to operate the VRS in the vehicle and provide communications with dispatch. The portable radio will activate the VRS which will function as a repeater and control the existing mobile radio in the vehicle. The mobile will provide communications with dispatch through existing base stations.		\$ _____	\$ _____
6.1.1	The VRS shall include all necessary cables and connectors to interface with the mobile radio of choice. The make and model of the mobile radio acquired on a separate bid and required to interface with the VRS, will be supplied within two weeks of purchase order issuance.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

6.1.2	When the VRS is turned on it shall not automatically be placed in repeat mode.		\$ _____	\$ _____
6.2	Operational Requirements		\$ _____	\$ _____
6.2.1	Repeater Prioritizing Logic		\$ _____	\$ _____
6.2.2	Control logic in the VRS shall exist to enable multiple VRS units within range of each other to negotiate which of the VRS units will be the Master repeater unit for the group in order to prevent interference from multiple repeaters transmitting simultaneously.		\$ _____	\$ _____
6.2.3	When the repeat mode is activated, the VRS shall automatically rebroadcast the received signal from the mobile to the portable radios.		\$ _____	\$ _____
6.2.4	When the repeat mode is activated, the VRS shall automatically route the signal received from the portable to the mobile radio. The mobile radio shall then retransmit the signal to the mountain top base station.		\$ _____	\$ _____
6.2.5	If no other units are on the scene, the VRS will assume master status and repeat radio traffic as described above.		\$ _____	\$ _____
6.2.6	When additional units arrive on the scene and are activated, one VRS shall assume master status and all other VRS's shall automatically cease repeating radio traffic.		\$ _____	\$ _____
6.2.7	When the master VRS leaves the scene or is disabled, the remaining VRS's shall select another master by a method that results in only one VRS assigned master status.		\$ _____	\$ _____
6.2.8	If a unit arrives on the scene that is still in master status, then there shall be a method that results in only one of the master status VRS's assigned master status.		\$ _____	\$ _____
6.2.9	If the mobile radio in the master unit is keyed locally, the transmission shall be repeated to portable radios and the status of all VRS's shall be preserved.		\$ _____	\$ _____
7.1	Transmitter Requirements		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

7.1.1	Time-Out-Timer, factory adjusted for one minute. The electronic transmission timer shall limit the duration of each VRS transmission, whether initiated locally or remotely. The timer shall be adjustable to time-out over the minimum range of 1 to 4 minutes. Interruption of the transmitter remote keying circuit shall cause the timer to reset within 100 milliseconds.		\$ _____	\$ _____
8.1	Physical Requirements		\$ _____	\$ _____
8.1.1	The VRS shall be configured for dash mount.		\$ _____	\$ _____
9.1	Controls		\$ _____	\$ _____
9.1.1	Controls shall be mounted separately or included in the mobile control head as a user installable option.		\$ _____	\$ _____
9.1.2	Activate repeat mode.		\$ _____	\$ _____
10.1	Indicators		\$ _____	\$ _____
10.1.1	Indicators shall be mounted separately or included in the mobile control head as a user installable option.		\$ _____	\$ _____
10.1.2	A repeat-mode-activated indicator.		\$ _____	\$ _____
Total Net Evaluation Price:			\$ _____	

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: IN-VEHICLE REPEATER

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models

Percent Discount Off List

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

Category: IP-based Interoperability Gateway Devices (Open Standards)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	The gateway device shall interface existing radio, telephone and network systems with SIP telephones, networks, and devices, while allowing multiple simultaneous voice, data and multimedia communications.		\$ _____	\$ _____
1.2	The gateway device shall interface narrow band radios to wide band radios, analog channels to digital channels and conventional channels to trunking talk group radios in the VHF Low, VHF High, UHF, 700MHz, 800MHz and 900MHz bands. It shall be capable of interfacing various trunking talk group radios with P 25 and non-P 25 protocols.		\$ _____	\$ _____
1.3	The gateway device will be capable of interfacing any type of radio to any analog or digital public telephone network or private branch exchange.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

1.3.1	It shall cross-connect multiple diverse encrypted radio networks together seamlessly.		\$ _____	\$ _____
1.3.2	The gateway device shall be capable of interconnecting up to 12 communications devices in each chassis.		\$ _____	\$ _____
1.4	The gateway device shall have local keypad control, microphone input and headphone/speaker output via its front panel.		\$ _____	\$ _____
1.4.1	The gateway device shall include RS-232 serial remote control, remote DTMF control of cross-connects over RF links, public phone circuits, PBX circuits, SATCOM paths and cellular circuits.		\$ _____	\$ _____
1.5	The gateway device shall use a Windows-based software control package compatible with Windows 95, 98, 2000, NT, XP & 7 to provide a user-friendly GUI (Graphic User Interface) depicting system operation allowing programming of features, and shall permit password protection of all features, and allow priority access and rejection relative to individual passwords.		\$ _____	\$ _____
1.5.1	Software shall allow connecting and disconnecting of any channel with any other channel.		\$ _____	\$ _____
1.5.2	Software shall allow programming of all radio interface features, as well as public phone interface features, SATCOM interface features and cellular interface features.		\$ _____	\$ _____
1.5.3	Software shall provide the ability to program and store specific interoperability response combinations based on individual contingencies and related interoperability response plans.		\$ _____	\$ _____
1.5.4	Software shall allow quick and easy all-call broadcast of emergency messages over all channels simultaneously. It shall provide for monitoring of any combination of interoperability channels by any other channel.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

1.5.5	Software shall allow multiple interoperability gateways to be networked together over a large area to produce wide area interoperability systems.		\$ _____	\$ _____
1.5.6	Each interoperability device shall allow a minimum of seven (7) cross-connect nets at one time.		\$ _____	\$ _____
1.6	This gateway device shall employ a DSP algorithm on each radio interface that will detect speech spectrum in heavy receiver noise to key cross-connected radios reliably without COR (Carrier Operated Relay) signals. This speech spectrum detector shall be capable of ignoring sirens, whistles, horns, etc., without falsely keying cross-connected radios. In addition, it shall provide a DSP noise reduction algorithm capable of cleaning up noisy receiver signals before transmitting them over clean channels.		\$ _____	\$ _____
1.7	The gateway device shall employ a DSP-based adaptive hybrid to produce adjusted nulls at telephone audio signaling frequency. The adaptive broadband hybrid nulls will allow reliable interfacing of any radio to phone lines at the edge of dial tone.		\$ _____	\$ _____
1.7.1	The gateway device shall provide a reliable DSP VOX algorithm to key radios from voice signals received remotely over phone, SATCOM and cellular circuits.		\$ _____	\$ _____
1.7.2	The gateway device shall be designed to include a local telephone interface capability to act as an extension or ring down phone for the interconnect system.		\$ _____	\$ _____
1.7.3	The local phone circuit shall produce ring voltage, loop current, busy signal, and dial tone so an interfaced conventional phone acts as though it is hooked to the central office even though it is connected to the interoperability device over nothing but a 2-wire direct circuit.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

1.8	The interoperability solution shall be capable of interconnecting with almost any type of radio through a multitude of specially designed radio interface cables. It must allow users to interconnect a wide array of radios of all types by selecting appropriate cables from an interface cable cache defined at the time of order.		\$ _____	\$ _____
1.9	The gateway device will use digital delay to guarantee no lost syllables resulting from channel acquisition times when cross-connecting trunking radios. The digital delay capability shall be DSP-based and shall delay speech going into the transmit side of a trunking radio until channel acquisition occurs.		\$ _____	\$ _____
1.10	The gateway device will also allow interfacing with remote radios over dial-up lines, leased lines, microwave circuits, LANs, WANs or the Internet. It shall offer VoIP capability optimized for radio performance, and be capable of operating transparently over a network. It shall allow network interfacing over T1, E1, Frame Relay, DSL and Cable Modem. The VoIP performance of the unit shall allow use of a wide area data network more efficiently by including radio voice communications comprised of transmit audio, keyline, receive audio and COR.		\$ _____	\$ _____
1.11	The audio gateway device shall perform either as an unmanned gateway or as a manned gateway while providing interoperability over multiple radios.		\$ _____	\$ _____
SECTION B Gateway Device Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
2.1	Radio/4W Interface		\$ _____	\$ _____
2.1.1	Audio Input: Un-balanced 600 ohms or Hi-Z; -26dBm to +12dBm levels; 100Hz to 3200 Hz.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

2.1.2	Audio Output: Balanced or Un-balanced 600 ohms; -26dBm to +12dBm levels; 100Hz to 3200Hz.		\$ _____	\$ _____
2.1.3	Digital I/O: COR/Squelch and AUX inputs, PTT, and AUX outputs; E&M input/output.		\$ _____	\$ _____
2.1.4	DSP Algorithms: VOX or VMR Voice Detection; TD-Mode Noise Reduction; DTMF; Audio Equalizer; TX and/or RX Audio delay; Peak Limiter; COR Sampling; TX keying tones.		\$ _____	\$ _____
2.2	SIP Network Interface.		\$ _____	\$ _____
2.2.1	RFC Supported: 3261, 2976, 3515, 2327, 1889.		\$ _____	\$ _____
2.2.2	SIP Support Vcoders; GSM and G711u.		\$ _____	\$ _____
2.3.	Telephone Line Interface.		\$ _____	\$ _____
2.3.1	Phone Line: RJ-11 Connection (2); -24dBm to 0 dBm levels.		\$ _____	\$ _____
2.3.2	DSP Algorithms: DTMF Detection and Generation; DSP Adaptive Hybrid, DSP VOX.		\$ _____	\$ _____
2.4	Radio over IP.		\$ _____	\$ _____
2.4.1	Network Interface: RJ-45 Connector; 10/100Base-T Ethernet.		\$ _____	\$ _____
2.4.2	Radio-Centric Features: Audio delay and jitter buffer to handle network latency; COR, PTT, and RS-232 serial control.		\$ _____	\$ _____
2.4.3	Programming/Configuration: HTTP (Password Protected Web).		\$ _____	\$ _____
2.4.4	Network Interface Type: 10/100Base-T Ethernet, 100Mbps; RJ-45 Connector.		\$ _____	\$ _____
SECTION C Electrical Requirements Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
3.1	AC Input Power: 115 to 230 VAC 15% 47-63Hz, 80VA Typical, 100 VA Maximum.		\$ _____	\$ _____
3.2	DC Input Power: + 11 to 15 VDC @ 4A Nominal.		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

3.3	Battery Charger: 1A Output Maximum; Tapered charge circuitry for lead acid battery.		\$ _____	\$ _____
	SECTION D Physical Requirements			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
4.1	19" Standard Rack Mount.		\$ _____	\$ _____
4.1.1	Rack mount hardware.		\$ _____	\$ _____
	SECTION E User Training			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
5.1	Operator Manual:		\$ _____	\$ _____
5.1.1	Provide a hardcopy of the manual.		\$ _____	\$ _____
5.1.2	Provide soft copy on digital media (CD, DVD or flash drive).		\$ _____	\$ _____
5.1.3	Contents of manual.		\$ _____	\$ _____
5.1.4	Location of all switches, controls and indicators.		\$ _____	\$ _____
5.1.5	Step-by-step instructions to operate all equipment features.		\$ _____	\$ _____
	SECTION F Repairs and Warranties			
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
6.1	Service Options: Optional Repair Service starts at end of standard radio warranty.		\$ _____	\$ _____
6.1.1	5 Year Repair Service.		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

APPENDIX H PRICE WORKSHEETS

CATEGORY: GATEWAY DEVICES

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE RADIOS

Category: Microwave Radios

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Requirements				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1	Frequency Range (GHz): 6 GHz		\$ _____	\$ _____
2	Modulation and Coding Options:		\$ _____	\$ _____
2.1	Fixed/Adaptive: QPSK,16,32,64,128 and 256 QAM		\$ _____	\$ _____
2.2	Coding: Maximum Gain and Maximum Throughput		\$ _____	\$ _____
3	Channel Sizes Supported: 3.75,5,10,20,30,40,50, and 80 MHz		\$ _____	\$ _____
4	Capacity Range:		\$ _____	\$ _____
4.1	Airlink Capacity: 8- 366 Mbit/s		\$ _____	\$ _____
4.2	Ethernet/ IP Throughput: 8-462 Mbit/s		\$ _____	\$ _____
4.3	Native TDM: 4,8,16,28,32,56,61,70,84,100,127xDS1		\$ _____	\$ _____
4.4	1 to 4x DS3 , 1to 2x OC3		\$ _____	\$ _____
5	Transmit Power Tolerance: +/- 2.dB		\$ _____	\$ _____
6	Transmitter Source: Synthesized		\$ _____	\$ _____
7	Frequency Stability: +/- 10 ppm		\$ _____	\$ _____
8	Manual Transmitter Power Control Range:		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE RADIOS

8.1	QPSK: 20 dB		\$ _____	\$ _____
8.2	16 QAM: 18 dB		\$ _____	\$ _____
8.3	32 QAM: 17.5 dB		\$ _____	\$ _____
8.4	64 QAM 17 dB		\$ _____	\$ _____
8.5	128 QAM 16 dB		\$ _____	\$ _____
8.6	256 QAM 14 dB		\$ _____	\$ _____
9	Automatic Transmitter Power Control Range:		\$ _____	\$ _____
9	Automatic Transmitter Power Control Range:		\$ _____	\$ _____
9.1	Configurable over the full available manual attenuation range		\$ _____	\$ _____
10	Resolution/Speed: 0.1 dB steps / 6 dB per second		\$ _____	\$ _____
11	Synthesizer Resolution: 250 kHz		\$ _____	\$ _____
12	Transmitter Mute: >50 dB		\$ _____	\$ _____

SECTION B Environmental

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1	Operating Temperature:		\$ _____	\$ _____
1.1	Guaranteed: -27 deg to +131 deg F		\$ _____	\$ _____
1.2	Extended: -58 deg to +149 deg F		\$ _____	\$ _____
2	Humidity: Guaranteed: 100 %		\$ _____	\$ _____
3	Altitude: Guaranteed: 15,000 ft		\$ _____	\$ _____

SECTION C Microwave Antenna

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1	High Performance Antenna Similar to HPX6-59 5.925-6.425 GHz		\$ _____	\$ _____
2	High Performance Antenna Similar to HPX6-65 6.425-7.125 GHz		\$ _____	\$ _____
3	Standard Antenna Similar to PARX6-59W 5.925-7.125 GHz		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE RADIOS

	Total Net Evaluation Price:	\$ _____
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Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$ _____/Hour
Technical support services:	_____ % Discount	or	\$ _____/Hour
Equipment installation:	_____ % Discount	or	\$ _____/Hour
Equipment repair:	_____ % Discount	or	\$ _____/Hour
Training:	_____ % Discount	or	\$ _____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE RADIOS

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: DISPATCH CONSOLES

Category Description: Dispatch Consoles, Radio Dispatch Console Systems

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.	Software/IP Dispatch Console Operator Position		\$ _____	\$ _____
1.1.	Software-Only operator position; no external CEB;		\$ _____	\$ _____
1.2.	Runs on current generation standard PC and Windows operating system (32-bit & 64-bit)		\$ _____	\$ _____
1.3.	Support for touch-screen operation and multiple monitors		\$ _____	\$ _____
1.4.	Programmable Graphical User Interface (GUI)		\$ _____	\$ _____
1.5.	Control 24 or more talk-groups/channels		\$ _____	\$ _____
1.6.	16-key keypad for DTMF and other functions		\$ _____	\$ _____
1.7.	Per-line call history		\$ _____	\$ _____
1.8.	Instant Recall Recorder of last 10 minutes of select and un-select audio received		\$ _____	\$ _____
1.9.	Ethernet and/or USB interface to speakers, microphones, headset adapter box, foot switch		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: DISPATCH CONSOLES

1.10.	Intercom between dispatch console positions		\$ _____	\$ _____
1.11.	Alert tones, multiple programmable		\$ _____	\$ _____
1.12.	ANI display and signaling function interface		\$ _____	\$ _____
1.13.	Support for parallel console indication of channel and function changes per site or talk group		\$ _____	\$ _____
1.14.	Support for conventional Digital Fixed Station Interface P-25 operation (DFSI)		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: DISPATCH CONSOLES

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE ANTENNAS

Category Description: Microwave Antennas

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

SECTION A Transmitter – Typical Performance Specifications				
Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	High Performance Parabolic Shielded Antenna		\$ _____	\$ _____
1.2	Diameter, nominal: 1.8m / 6 feet		\$ _____	\$ _____
1.3	Reflector construction: one-piece		\$ _____	\$ _____
1.4	Antenna input: CPR137G		\$ _____	\$ _____
1.5	Polarization: Dual		\$ _____	\$ _____
1.6	Operating Frequency Band: 5.925 – 6.425 GHz		\$ _____	\$ _____
1.7	Beamwidth, Horizontal: 1.8 °		\$ _____	\$ _____
1.8	Beamwidth, Vertical: 1.8 °		\$ _____	\$ _____
1.9	Cross Polarization Discrimination: 30dB		\$ _____	\$ _____
1.10	Electrical Compliance: US FCC Part 101B		\$ _____	\$ _____
1.11	Front-to-Back Ratio: 65 dB		\$ _____	\$ _____
1.12	Gain, Low Band: 38.4 dBi		\$ _____	\$ _____
1.13	Gain, Mid Band: 38.8 dBi		\$ _____	\$ _____
1.14	Gain Top Band: 39.1 dBi		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE ANTENNAS

1.15	Return Loss: 29.4 dB		\$ _____	\$ _____
1.16	VSWR: 1.07		\$ _____	\$ _____
1.17	Fine Azimuth Adjustment: ± 15 °		\$ _____	\$ _____
1.18	Fine Elevation Adjustment: ± 20 °		\$ _____	\$ _____
1.19	Mounting Pipe Diameter: 115 mm 4.5 in.		\$ _____	\$ _____
1.20	Side Struts, Included: 1 inboard		\$ _____	\$ _____
1.21	Wind Velocity Operational: 110 km/h 68 mph		\$ _____	\$ _____
1.22	Wind Velocity Survival Rating: 200 km/h 124mph		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour
 Other Services			
_____	_____ % Discount		
_____	_____ % Discount		
_____	_____ % Discount		
_____	_____ % Discount		

APPENDIX H PRICE WORKSHEETS

CATEGORY: MICROWAVE ANTENNAS

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: MOBILE RADIO ANTENNAS

Category Description: Mobile Radio Antennas

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.0	Antenna & Base, with Shock Spring		\$ _____	\$ _____
1.1	Frequency range = 136-174 MHz		\$ _____	\$ _____
1.2	Center frequency = 155 MHz		\$ _____	\$ _____
1.3	Gain = Unity		\$ _____	\$ _____
1.4	Pattern = Omnidirectional		\$ _____	\$ _____
1.5	VSWR <2.0:1		\$ _____	\$ _____
1.6	Maximum power = 100 W		\$ _____	\$ _____
1.7	Nominal impedance = 50 ohms		\$ _____	\$ _____
1.8	Polarization = Vertical		\$ _____	\$ _____
1.9	Termination = 1-1/8"-18 thread (NMO) mounts		\$ _____	\$ _____
1.10	Radiator = 17-7ph straight stainless steel		\$ _____	\$ _____
1.11	Shock spring = 302 stainless steel		\$ _____	\$ _____
1.12	Base housing material = Molded ABS		\$ _____	\$ _____
1.13	Pattern = Offset		\$ _____	\$ _____
2.0	Antenna Mount		\$ _____	\$ _____

APPENDIX H PRICE WORKSHEETS

CATEGORY: MOBILE RADIO ANTENNAS

2.1	Industry standard NMO type mount: 0-6 GHz 3/4" hole mount. Features a fully weatherized cable interface and a center pin that removes to convert it from a standard to a high frequency mount.		\$ _____	\$ _____
2.2	Cable Length = 17 feet		\$ _____	\$ _____
2.3	Cable Type = RG58/U Dual Shield		\$ _____	\$ _____
2.4	Connector = No Connector Supplied		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: MOBILE RADIO ANTENNAS

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: BASE STATION/REPEATER RADIO ANTENNAS

Category Description: Base Station/Repeater Radio Antennas

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: _____ Product Model Name/Number: _____

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: _____ %

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
1.1	Frequency Range / Bandwidth = 150-174 MHz		\$ _____	\$ _____
1.2	VSWR: 1.5:1		\$ _____	\$ _____
1.3	Pattern = Offset		\$ _____	\$ _____
1.4	Nominal Gain = 8 dB		\$ _____	\$ _____
1.5	Maximum Power = 300 watts		\$ _____	\$ _____
1.6	Top, Bottom, or Side mount options		\$ _____	\$ _____
1.7	Impedance = 50 ohms		\$ _____	\$ _____
1.8	Weight < 50 pounds		\$ _____	\$ _____
1.9	Wind Survival Rating = 130 mph (no ice)		\$ _____	\$ _____
1.10	Down-tilt = optional 0, 2, 4, 6, or 8 degrees		\$ _____	\$ _____
Total Net Evaluation Price:				\$ _____

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

APPENDIX H PRICE WORKSHEETS

CATEGORY: BASE STATION/REPEATER RADIO ANTENNAS

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	_____ % Discount	or	\$_____/Hour
Technical support services:	_____ % Discount	or	\$_____/Hour
Equipment installation:	_____ % Discount	or	\$_____/Hour
Equipment repair:	_____ % Discount	or	\$_____/Hour
Training:	_____ % Discount	or	\$_____/Hour

Other Services

_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

In the event of contract award, Bidder agrees to include the following additional manufacturer products sold under this product category/subcategory which are being offered at the same or greater level of price discount off the reference manufacturer's price list.

Other Available Products/Models	Percent Discount Off List
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount
_____	_____ % Discount

APPENDIX H PRICE WORKSHEETS

CATEGORY: BASE STATION/REPEATER RADIO ANTENNAS

_____	_____ % Discount
_____	_____ % Discount

APPENDIX I CUSTOMER REFERENCE QUESTIONNAIRE

(To be completed and returned by the customer reference in support of the vendor's proposal to the State of Washington for RFP 06913 to supply public safety communication equipment.)

Dear Customer Reference:

We (Vendor's name: _____) are currently preparing a proposal response for the supply of public safety communication equipment to the State of Washington, Department of Enterprise Services on behalf of the WSAC-NASPO Cooperative Purchasing Organization. The State and WSAC-NASPO are placing an increased emphasis on Vendor's past performance as an evaluation factor in its solicitations. In furtherance of this RFP requirement, we ask that your governmental organization complete this form and to return it to the RFP Procurement Coordinator identified below. You may complete and submit different questionnaires for different equipment categories or groups of categories if they wish to do so. Should you be contacted by the Procurement Coordinator, you may speak candidly about your response and our company's past performance.

Your cooperation is appreciated. Should you have any questions about this request, please contact me:

(Vendor's contact person): _____ Phone: (____) _____.

(The following to be completed by the customer reference.)

Name of reference governmental organization: _____.

Name and title of individual completing this form: _____.

Telephone Number: (____) _____ E-mail: _____

By completing and returning this form we certify the public safety communication equipment checked below was purchased by us from this Vendor and the aggregate value of these purchases exceeded \$250,000 during the past 2 years.

- | | |
|---|---|
| <input type="checkbox"/> Radios | <input type="checkbox"/> Gateway Devices |
| <input type="checkbox"/> Portable – dual-band | <input type="checkbox"/> Microwave Radios |
| <input type="checkbox"/> Portable – single-band | <input type="checkbox"/> Dispatch Consoles |
| <input type="checkbox"/> Mobile – dual -band | <input type="checkbox"/> Microwave Antennas |
| <input type="checkbox"/> Mobile – single-band | <input type="checkbox"/> Mobile Radio Antennas |
| <input type="checkbox"/> Desktop/Console – dual-band | <input type="checkbox"/> Base Station/Repeater Radio Antennas |
| <input type="checkbox"/> Desktop/Consoles – single-band | |
| <input type="checkbox"/> Base Station/Repeater– dual-band | |
| <input type="checkbox"/> Base Station/Repeater– single-band | |
| <input type="checkbox"/> In-vehicle Repeater | |

PLEASE RATE THE FOLLOWING VENDOR PERFORMANCE ISSUES: (Check one for each value.)

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
1. Ability to communicate effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1

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2. Ability to meet deadlines:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
3. Ability to resolve problems.					

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
4. Competency of staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
5. Overall reliability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
6. Ability to work with customer to resolve issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
7. Invoicing competency.					

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
8. Responsiveness to resolving invoicing issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment: _____

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	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
9. Overall responsiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____					
	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
10. Overall customer service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment: _____					

Any other information that you would like to share about this Vendor: _____

Signature of person who completed this questionnaire: _____

Please return this completed questionnaire by mail, package delivery, or e-mail attachment. Thank you for your participation.

Robert Paulson, Jr., C.P.M., Procurement Coordinator
State of Washington
Department of Enterprise Services

Mailing Address:
Post Office Box 41411
Olympia, WA 98504-1411

Street Address:
1500 Jefferson Street, SE
Olympia, Washington 98501

E-mail: Robert.paulson@des.wa.gov

APPENDIX J INTENT TO PARTICIPATE

The following Participating Entities (states) have completed and returned an “Intent to Participate” notice indicating their intent to participate in one or more awarded contract for public safety communication equipment. Anticipated annual spend has also been listed for themselves and potential participating political subdivisions within their state.

	<u>Anticipated annual spend:</u>		
	<u>State agencies</u>	<u>Political subdivisions</u>	<u>Aggregate total</u>
Alaska	\$3,650,000	\$2,560,000	\$6,210,000
Arkansas	\$3,000,000	\$250,000	\$3,250,000
Delaware	\$1,830,000	\$2,200,000	\$4,030,000
Iowa	\$1,000,000	\$1,000,000	\$2,000,000
Montana	\$3,000,000	\$5,000,000	\$8,000,000
Nevada	\$1,500,000	\$2,500,000	\$4,000,000
New Hampshire	\$2,000,000	Not available	\$2,000,000
Oregon	\$5,200,000	\$7,800,000	\$13,000,000
South Dakota	\$100,000	Not available	\$100,000
Utah	\$175,000	\$320,000	\$495,000
Washington	\$2,000,000	\$10,000,000	\$12,000,000

APPENDIX K INDIVIDUAL STATES' TERMS AND CONDITIONS

May be provided below or through RFP Amendment.

PARTICIPATING ADDENDUM FOR THE STATE OF OREGON

MASTER SERVICE AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS EQUIPMENT AND INCIDENTAL SERVICES

between the State of Washington on behalf of the member states of the National Association of State
Procurement Officials and the Western States Contracting Alliance

And _____

On _____, the State of Washington issued Solicitation #06913 on behalf of the member states of the National Association of State Procurement Officials and the Western States Contracting Alliance ("NASPO/WSCA") and its member states and other purchasing entities seeking offers from qualified and responsible proposers to provide Public Safety Communications Equipment and incidental Services. _____ ("Contractor") submitted a Proposal and was awarded a contract. The Master Service Agreement consists of the terms and conditions,

The State of Oregon ("State" or "Oregon") is a member of NASPO/WSCA. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the State of Oregon and its agencies and ORCPP members, has elected to participate in this procurement, subject to the terms and conditions of this Participating Addendum ("Addendum"). This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

1. Scope; Order of Precedence: This Addendum establishes an agreement to agree between Contractor and State pursuant to ORS 279B.140. All goods and services offered under the Master Services Agreement may be procured under this Addendum. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Services Agreement, the following order of precedence applies:

- (a) this Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
- (c) Exhibit No. 2 of the Addendum (Federal Law Provisions);
- (d) Exhibit No. 3 of the Addendum (Insurance);
- (d) any Purchase Order issued by an Authorized Purchaser pursuant to this Addendum; and
- (e) the Master Services Agreement, including its attachments.

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

3. Participating State Modifications or Additions to Master Services Agreement: The State Specific Terms and Conditions set forth in Exhibit No.1 are hereby incorporated in and made a part of this Addendum.

4. Lease Agreements: Lease Agreements are NOT authorized by this Addendum.

5. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

**RFP 06913, Public Safety Communication Equipment
Part II Model Contract**

Lead State

Name: Robert Paulson

Address:

Telephone: 360-407-9430

Fax:

E-mail: Robert.paulson@des.wa.gov

Contractor

Name:

Address:

Telephone:

Fax;

E-mail:

Participating State (Entity): State of Oregon

Name: Tim Jenks

Address: 1225 Ferry Street SE U140
Salem, Oregon 97301-4285

Telephone: 503-378-4778

Fax: 503-373-1626

E-mail: tim.jenks@state.or.us

6. Subcontractors: The following servicing subcontractors are permitted to provide Goods or Services under this Addendum:

7. Master Services Agreement Number: All purchase orders issued by Authorized Purchasers within the jurisdiction of this Addendum shall include the Participating State contract number: _____ and the Lead State Master Services Agreement number: _____.

This Addendum and the Master Services Agreement number _____ (administered by the State of Washington), together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Services Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Services Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Services Agreement and its exhibits prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Vendor Collected Administrative Fee: (if applicable) 1.0 %.

**RFP 06913, Public Safety Communication Equipment
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9. Tax Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown in the Participating Addendum is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; and (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. (For purposes hereof, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.)

IN WITNESS WHEREOF, the parties have signed this Addendum.

Participating State/Entity: The State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	Contractor Federal Tax ID#: ____-____

EXHIBIT NO. 1

Changes to Master Services Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Services Agreement and its exhibits.

“Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Contract” means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser’s issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Services Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

“Master Services Agreement” means the State of Washington Master Services Agreement # _____ between Contractor and the State of Washington, on behalf of the member states of the National Association of State Procurement Officials and the Western States Contracting Alliance, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

“Purchase Order” means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Master Services Agreement and this Addendum.

“State”, for the purposes of this Participating Addendum, means the State of Oregon.

2. Purchase Orders.

2.1 Purchase Orders. Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Master Services Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF WASHINGTON MASTER SERVICES AGREEMENT/CONTRACT NO. _____ THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. _____ APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 Effect of Purchase Orders. The State is only liable for purchases made by State of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

2.3 Verification of Authorized Purchasers. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member

on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Payment Provisions. All payments are subject to ORS 293.462.

4. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Authorized Purchaser represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract issued under this Addendum.

5. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF)

5.1 Volume Sales Reports (VSRs):

5.1.1 Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter, which contains:

Complete and accurate details of all receipts (sales and refunds) for the reported period;
The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

5.1.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

5.1.3 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Price Agreement shall not preclude DAS PS from challenging the validity thereof at any time.

5.1.4 DAS PS reserves the right to terminate this price agreement if volume sales reports are not received as scheduled on in the prescribed format.

5.2 Vendor Collected Administrative Fee (VCAF):

5.2.1 Vendor Collected Administrative Fee (VCAF) PERCENTAGE:

The Vendor Collected Administrative Fee (VCAF), is a charge equal to One Percent (1.0 %) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter.

5.2.2 VCAF Amount / Payment Due Date: During the term of this Price Agreement and for the sales during the last calendar quarter of the term of this Price Agreement, the Contractor shall remit VCAF payment to DAS PS within forty-five (45) calendar days after the end of each calendar quarter.

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5.2.3 Contractor's price list or catalog shall reflect all Contractor's charges to Authorized Purchasers, provided, however, Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers in Contractor's price list, catalog or invoice. For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31. DAS PS will invoice the Contractor for the VCAF on a State generated invoice from the information submitted on the VSR. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS PS.

5.2.3.1 Payment Format: The fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

Any other form of payment must be specifically approved by the Contract Administrator.

5.2.3.2 Interest: Any payments Contractor makes or causes to be made to DAS PS after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS PS's right to interest on late payments shall not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

5.3 Audit: DAS PS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 2.11.2.7. At DAS PS'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DAS PS.

5.4 Limitation of Liability: Contractor acknowledges and agrees that the State shall bear no liability on Contracts entered into for purchases by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

6. Warranties. Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Master Services Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders. Without limiting the generality of the warranty provisions of the Master Services Agreement, Contractor represents and warrants to Authorized Purchaser that:

- a. Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- b. Goods or Products will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods or Products conform to the specifications and meet or exceed all quality and safety standards set in the RFP;
- c. all Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

- d. Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering Goods or Products, if any at time of delivery at no charge, and
- e. all Goods or Products, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Products, and that no other person has any right, title or interest in the Goods or Products which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Services Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

7. Indemnities.

7.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

7.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

7.3 Participation. Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 7.1 and 7.2 is conditioned on Authorized Purchaser providing to Contractor prompt notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 7.1 or Section 7.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

7.4 Remedies. If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

8. Term and Termination of Participating Addendum.

8.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Services Agreement, or (b) termination of this Addendum in accordance with its terms.

8.2 Termination. DAS PS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

- a. State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or
- b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by State.

8.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

9. Termination of Individual Purchase Orders.

9.1 Individual Purchase Orders may be terminated at any time by written consent of Authorized Purchaser and Contractor or Authorized Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor.

9.2 Authorized Purchaser may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- a. Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- b. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or
- c. Contractor commits any material breach of this Addendum or a Purchase Order

9.3 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order as directed by Authorized Purchaser.

9.4 Termination of a Purchase Order does not extinguish or prejudice Authorized Purchaser's right to enforce the Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order is so

terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by Authorized Purchaser.

10. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.270. In addition, Contractor warrants good and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

In addition, Contractor shall comply with the additional federal law provisions set forth on Exhibit 2.

11. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense,

12. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

13. Notices. Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

14. Governing Law. This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

15. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION

OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon or State agency that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

17. Merger Clause; Waiver. This Addendum, including the Master Services Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

18. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

19. Access to Records. Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

20. Severability. If any term or provision of this Addendum 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

22. Insurance. Within ten (10) days of the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.

22. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, new products and price(s). This Addendum may be modified by written document only.

EXHIBIT NO. 2 - Federal Law Provisions

Without limiting the generality of Section 10 of this Addendum, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Addendum, all references to federal laws are references to federal laws as they may be amended from time to time.

(1) **Equal Employment Opportunity.** If any Contract entered into under this Addendum, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) **Clean Air, Clean Water, EPA Regulations.** If this any Contract entered into under this Addendum, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Authorized Purchaser, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

(3) **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

(4) **Truth in Lobbying.** The Contractor certifies, to the best of the Contractor’s knowledge and belief that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Contract entered into under this Addendum or other federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Addendum and any Contract entered into pursuant to this Addendum was made or entered into. Submission of this certification

is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5) **HIPAA Compliance.** If the work performed under any Contract entered into under this Addendum is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under the Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

A. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Authorized Purchaser for purposes directly related to the provision of services to clients which are funded in whole or in part under the Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Privacy Rules, set forth at OAR 407-014-0000 et. seq., or the Notice of Privacy Practices, if done by Authorized Purchaser. A copy of the most recent Notice of Privacy Practices is posted on the Oregon Health Authority's web site at <http://www.oregon.gov/OHA>, or may be obtained from the Oregon Health Authority.

B. **Data Transactions Systems.** If Contractor intends to exchange electronic data transactions with Authorized Purchaser in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Authorized Purchaser and shall comply with the Department of Human Services EDI Rules.

C. **Consultation and Testing.** If Contractor reasonably believes that the Contractor's or Authorized Purchaser's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Authorized Purchaser's HIPAA officer. Contractor or Authorized Purchaser may initiate a request for testing of HIPAA transaction requirements, subject to available resources and Authorized Purchaser's testing schedule.

D. If Contractor is deemed to be a business associate of Authorized Purchaser under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Authorized Purchaser with satisfactory assurances that if it receives from Authorized Purchaser or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

- a. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by the Contract or as required by law;
- b. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by the Contract as required by law;
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;
- d. Contractor will report to Authorized Purchaser any use or disclosure of PHI not provided for by the Contract of which Contractor becomes aware;
- e. Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;
- f. Contractor shall make available to Authorized Purchaser such information as it may require to fulfill its obligations to account for disclosures of such information;

g. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Authorized Purchaser or trading partner (or created or received by Contractor on behalf of Authorized Purchaser or trading partner) available to Authorized Purchaser and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Authorized Purchaser's or trading partners' compliance with HIPAA; and

h. If feasible, upon termination of the Contract, Contractor shall return or destroy all PHI received from Authorized Purchaser or trading partners (or created or received by Contractor on behalf of Authorized Purchaser or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Addendum and the Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Authorized Purchaser agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Authorized Purchaser and trading partners under the Contract.

(6) Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

(7) Substance Abuse Prevention and Treatment. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

(8) Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

(9) Debarment and Suspension. Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

(10) Medicaid Compliance. To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

- a. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Authorized Purchaser, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services;
- b. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

- c. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- d. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

(11) ADA. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

(12) Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

(13) FTI. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

EXHIBIT NO. 3 - INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

A. Required Coverages:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY

☐ **Required by DAS PS** ☒ **Not required by DAS PS.**

☐ **Professional Liability. Professional Liability Insurance covering any damages** caused by an error, omission or any negligent acts related to the services to be provided under this Addendum. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS:

☐ ☐ \$(DAS PS to enter amount) Per occurrence limit for any single claimant; and
☐ \$(DAS PS to enter amount) Per occurrence limit for multiple claimants

OR

☐ Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010:	\$1,500,000.
July 1, 2010 to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

iii. COMMERCIAL GENERAL LIABILITY.

☒ **Required by DAS PS** ☐ **Not required by DAS PS.**

☒ **Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal

injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$1,500,000.

July 1, 2010 to June 30, 2011: \$1,600,000.

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$3,000,000.

July 1, 2010 to June 30, 2011: \$3,200,000.

July 1, 2011 to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☒ **Required by DAS PS** ☐ **Not required by DAS PS.**

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$1,500,000.

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July 1, 2010 to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 1, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

v. POLLUTION LIABILITY.

☐ **Required by DAS PS** ☐ **Not required by DAS PS.**

Pollution Liability Insurance covering Contractor's liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Addendum. Combined single limit per occurrence shall not be less than \$ 1,000,000. Annual aggregate limit shall not be less than \$3,000,000.

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS's acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail"

coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Addendum. Contractor shall provide to DAS PS, upon DAS PS’s request, certification of the coverage required under this section C.

D. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to DAS PS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Addendum and shall be grounds for immediate termination of this Addendum by DAS PS.

E. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Washington State Supplemental Standard Terms and Conditions

1. Management fee

Contractor will pay a management fee of 0.74 percent to DES on all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases 30 calendar days after notification unless DES grants additional time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise Services
Finance Department
1500 Jefferson St. S.E.
PO Box 41460
Olympia, WA 98504-1460

2. Contract usage report

The management fee will be based on total contract usage (sales), which must be reported quarterly by the contractor in the [Contract Sales Reporting System](#). DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

3. Other required term contract reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an

electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

4. Common vendor-registration and bid-notification system

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW [39.29.006](#), known as Washington's Electronic Business Solution (WEBS), at www.ga.wa.gov/webs. Contractors already registered need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate vendor profile.

5. Statewide Payee Desk

Contractors must register with the Washington Statewide Payee Desk, maintained by DES, in order to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

6. Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within ten (10) calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Contractor shall maintain compliance with these requirements throughout the life of this contract.

a. Hours of labor

In compliance with RCW [49.28](#), contractor agrees that no worker, laborer, or mechanic in the employ of the contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week. However, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in WAC [296-127-022](#)) to work a four-day, ten-hour work week.

7. Delivery requirements

a. Hazardous materials:

Consistent with WAC [296-839](#), all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazard warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include

appropriate information relative to “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

8. Taxes, fees and licenses

a. Ferry vessel exemption(as applicable)

Orders for tangible personal property which become a component part of ferry vessels of the State of Washington or local government units in the State of Washington are exempt from use tax under [RCW 82.12.0279](#).

9. General Provisions

a. Governing law and venue

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

b. Immunity and hold harmless

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state (the “Indemnified Parties”), from and against all claims for bodily injury, death or damage to property. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor’s agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Indemnified Parties for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of contractor, its agents, employees, representatives, or any subcontractor or its employees.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

10. Insurance

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor’s liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2,000,000
Products-completed operations aggregate	\$2,000,000
Personal and advertising injury aggregate	\$1,000,000
Each occurrence (applies to all of the above)	\$1,000,000
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

c. Business Auto Policy (BAP)

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. Additional insurance provisions

All above insurance policies shall include, but not be limited to, the following provisions:

Additional insured:

The State of Washington and all authorized purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy cancellation/Non-renewal:

For insurers subject to [Chapter 48.18 RCW](#) (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

e. Surplus lines

For insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines) a written notice shall be given to the director of purchasing or designee 20 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract. Written notice shall include the affected contract reference number.

Cancellation for non-payment of premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected contract reference number.

Identification:

Policy(ies) and certificates of insurance shall include the affected contract reference number.

f. Insurance carrier rating

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A-Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with [Chapter 48.15 RCW](#) and [Chapter 284-15 WAC](#).

g. Excess coverage

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

h. Limit adjustments

The state reserves the right to increase or decrease limits as appropriate.

11. Industrial Insurance Coverage

The contractor shall comply with the provisions of [Title 51 RCW](#) Industrial Insurance. If the contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the contractor.

APPENDIX L PROCUREMENT REFORM SMALL BUSINESS FACT SHEET



Procurement Reform **Small Business Fact Sheet** **Veteran Business Fact Sheet**

Changes in state purchasing practices took effect January 1, 2013

RCW 39.26, Section 1, which states the intent of procurement reform legislation, concludes with the following sentence:

“In addition, the legislature intends that the state develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.”

Washington small business

RCW 39.26.010:

(21) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(i) Fifty or fewer employees; or

(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

Washington microbusiness

RCW 39.26.010:

(17) "Microbusiness" means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than \$1 million annually as reported on its federal tax return or on its return filed with the department of revenue.

Washington minibusiness

RCW 39.26.010

(18) "Minibusiness" means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

Washington veteran-owned business

Veterans (defined in [RCW 41.04.007](#)) and U.S. active duty, reserve or national guard service-members are eligible for the registry.

The veteran or service-member must control and own at least 51 percent of the business and the business must be legally operating in the State of Washington. (Control means the authority or ability to direct, regulate or influence day-to-day operations.) If business is a 50/50 split, contact Jennifer at 360-725-2169.

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RCW 41.04.007

"Veteran" includes every person, who at the time he or she seeks the benefits of RCW [46.18.212](#), [46.18.235](#), [72.36.030](#), [41.04.010](#), [73.04.090](#), [73.08.010](#), [73.08.070](#), [73.08.080](#), or [43.180.250](#), has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the following capacities:

- (1) As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled his or her initial military service obligation;
- (2) As a member of the women's air forces service pilots;
- (3) As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call-up for at least 180 cumulative days;
- (4) As a civil service crewmember with service aboard a U.S. army transport service or U.S. naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946;
- (5) As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941, through August 15, 1945; or
- (6) A United States documented merchant mariner with service aboard an oceangoing vessel operated by the department of defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS)
www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov
- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-9390 or servando.patlan@des.wa.gov