

ERIE COUNTY SHERIFF'S OFFICE

Portable and Mobile Radio Replacements

Request for Proposals

Designated Point(s) of Contact:

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Closing Date and Time: June 13th, 2023

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1. INTRODUCTION

1.1. Erie County Sheriff's Overview:

The Erie County Sheriff's Office (herein referred to as "The County" or "ECSO") is located in Western New York. ECSO provides primary public safety communications support to multiple local and state law enforcement agencies and departments that operate within the Counties boundaries as well as several secondary users.

1.2. Project Goals:

1.2.1. Through this Request for Proposal (herein after "RFP") the County is soliciting proposals to obtain the services and equipment necessary to replace Portable and Mobile end user equipment for Land Mobile Radios utilized that will allow for greater security of transmissions, safety of personnel and interoperability with other local public safety entities. These new radios will replace those currently owned and operated by the County and other public safety/public service organizations operating in Erie County, New York. This will be a competitive negotiation process. Qualified individuals, firms, contractors or entities (hereinafter "Vendor(s)" or "Proposers") that meet the requirements set forth in this RFP and can provide the services and materials requested are encouraged to participate. The model(s) of radios, approximate quantities and required software, hardware and equipment are described within this RFP.

1.2.2. Additionally, and separately through this RFP, the county is soliciting proposals for the services and equipment necessary to conduct local (onsite) installation of mobile radios into various vehicles that are owned and operated by public safety and public service organizations operating in Erie County, New York. The majority of vehicles will be public safety sedans and SUV's. This will be a competitive negotiation process. Qualified individuals, firms, contractors or entities (hereinafter "Vendor(s)" or "installer(s)" or "Proposers" or "sub-contractor(s)", that meet the requirements set forth in the request for Proposals (hereinafter RFP) and can provide the services requested are encouraged to participate. The county is in the process of deploying new mobile radios to its entire fleet. The vendor of the mobiles is yet to be finalized. The mobile radios will likely be VHF/UHF/700-800 Mhz multiband, multi deck mobiles. The contract period shall be for one (1) years commencing on or about August 1st, 2023

1.2.2.1. In general, ECSO will provide the mobile radios with the following components:

- 1.2.2.1.1. Black Radio Chassis with Remote Mount Control Head(s) and Cable(s)
- 1.2.2.1.2. Multiple decks
- 1.2.2.1.3. DC Power Cable 35/45 Watt (23 ft. Cable)
- 1.2.2.1.4. STICO roof antenna(s)
- 1.2.2.1.5. Basic Palm Mic, mobile, 8 pin
- 1.2.2.1.6. Radio Power Cable. There may be variations on configuration for specific types of vehicles
- 1.2.2.1.7. GPS antenna
- 1.2.2.1.8. Multiple speakers (3x per car)
- 1.2.2.1.9. Ignition sense cables (3x per car)

1.3. Substitution of materials:

1.3.1. All proposed submissions will be for the designated Manufacture, Make and Model of portable and mobile radio(s), components and training described within the RFP. **No substitutions are permitted of the portable(s) or mobile(s) or components manufacturer, make and model designated/described within this RFP.** Any proposals submitted that include(s) any manufacture(s), make(s) or model(s) or for any items not described or included within this RFP will be disqualified.

1.4. Contract Period and Term:

1.4.1. The contract period shall be for a minimum of one (1) year(s) commencing on or about June 1st, 2023 or upon award (whichever is later). Prices shall be guaranteed for the first 6 months from date of award. The awarded vendor shall have the opportunity for a modest market price increases after 6 months from date of award and upon every 6 months anniversary thereafter provided the increase in price doesn't exceed cost of obtaining the same item(s) and/or services from alternative vendors. Approval of the County is required prior to invoicing with any price increase(s). This contract may be extended in one (1) year increments upon approval of both the county and awarded vendor. The County reserves the right at any time to reissue an RFP for any items described within this RFP.

1.5. Evaluation Criteria:

1.5.1. Proposals will be evaluated and a vendor award will be made to the responsive, responsible Vendor who best complies with the requirements of the evaluation criteria below as determined by the County:

- Location of Proposer:
 - Within Erie County
 - Within 7 contiguous Counties of Western New York
 - Within the State of New York

- Proposer's demonstrated capability to provide the material and services, and experience with Similar Projects / References:
- Proximity of closest manufacturer authorized service center
- Compliance to Requirements within the RFP
- Evaluation of the proposer's cost and unit pricing. It should be noted that while price is not the only consideration, it is an important one.
- Ability to Respond Promptly to Calls for Service
- Proposer's financial ability to provide the services
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposer's commitment to including Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.

1.5.2. Vendors who submit the highest evaluated proposals may be invited to an interview. The number of Vendors invited to an interview may vary depending upon the number of proposals submitted. The County reserves the right to award a vendor after review of the proposals without oral interviews; therefore, proposals should be submitted initially on the most favorable terms that the Vendor might propose.

1.6. General Instructions:

1.6.1. This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal. Direct all inquiries regarding this RFP in writing to the designated Point(s) of Contact (SPC) identified on the cover page of this RFP. Do not contact other individuals in the County or Sheriff's Office or in the Departments served by the County in regard to this RFP, doing so may disqualify the Vendor from further participation. Information provided by anyone other than the designated contacts may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive and/or subject to disqualification. No oral interpretations shall be made to any proposer as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing. Responses to such requests will be made by written addendum to this RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from its obligation under its proposal as submitted. If it becomes necessary to revise any part of this RFP, a written addendum will be issued. Any amendment to this RFP is valid only if it is in writing and issued by a designated point of contact. No oral interpretations or answers shall bind the County unless confirmed by the County in writing. All addenda for this RFP will be distributed via the County's chosen method. It is the Vendor's sole responsibility to monitor for possible addenda to this RFP. Failure of a Vendor to retrieve addenda shall not relieve him/her of the requirements contained therein. Additionally, failure of Vendor to return a signed addendum, when required, may be cause for rejection of his/her proposal.

1.6.2. Vendors may submit separate proposals for proving services for either sections 1.2.1, 1.2.2 or both.

1.7. Nondiscrimination:

1.7.1. The successful proposer agrees that in performing the work called for by this proposal and in securing and supplying materials, proposer will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

1.8. Payment Terms:

1.8.1. Vendor shall invoice the County upon delivery of all components. Vendor's invoice shall identify the types and quantities of all radios and all components delivered. Vendor shall derive the total amount using information/prices as designated by the Vendor in this RFP for Portable and Mobile Radios listed in the "Proposal Pricing Form", included below, or by the amounts agreed to by both parties in a written addendum

2. Schedule:

2.1. The following is the proposed schedule for this RFP. Any change in the scheduled dates for events prior to and including the “Proposals Due” event will be advertised in the form of an addendum to this RFP. The schedule for the events of the evaluation, award, and contracting processes are approximate and may be adjusted without notice.

| Event | Date | Time |
|--|-------------------------|----------------------|
| RFP Released | May 26th, 2023 | n/a |
| Questions/Clarifications due | May 31st, 2023 | 5:00 PM Eastern Time |
| Answers to Questions / Clarification released / Approximate | June 7th, 2023 | 5:00 PM Eastern Time |
| Proposals Due | June 13th, 2023 | 3:00 PM Eastern Time |
| County Evaluation Period ends (Approximate) | June 14th - 21st | N/A |
| Interviews (optional, approximate) | Week of June 25th, 2023 | N/A |
| Intent to award (Approximate) | June 30th, 2023 | N/A |
| Contract Negotiations Complete, Start of 12 month contract period (approximate). | August 1st, 2023 | NA |

3. Scope of Work: The scope of the work for this contract will be as follows:

3.1. General Quantities of radios:

- 180 Mobile radios for fleet vehicles and stations
- 550 Portables for Police Services and Jail Management Divisions

3.1.1. Of the approximately 550 portables:

- 3.1.1.1. approximately 200 will be herein designated as “Police Services” or “Patrol” portables and will be tri (3) band requiring UHF, VHF and 7/800 MHZ as described within this RFP.
- 3.1.1.2. Approximately 350 will be herein designated as “Jail Management Division” or “JMD” portables and will be single band as described within this RFP

3.1.2. All of the approximate 180 mobiles will be tri (3) band requiring UHF, VHF and 700/800 MHZ.

- 3.1.2.1. All mobile radios must be capable of being retrofit into existing fleet consoles that are mounted within Public Safety SUVs, Sedans, Transat/Econoline Vans and specialty Vehicles.
- 3.1.2.2. All mobile radios must be capable of expanding to 4 individual decks

3.1.3. While it is not expected to vary significantly from the information presented above, the actual quantities and configurations will be determined by the County and the owner agencies prior to purchasing.

- 3.1.4. All mobile and portable radios to be capable of operating in both P25 and DMR
- 3.1.4.1. Radio should be capable to scan between Analog, P25 and DMR formats

3.2. Existing Mobile Radio Removal and installation of new mobiles:

3.2.1. Included in this RFP is an opportunity to submit proposal for this service. Refer to Section 8 and appendix 1.

3.3. **Condition:** Unless otherwise specified in this RFP or approved at the time of proposal by a representative of the County or the other organization, all Portables, Mobiles, components and related hardware/materials will be new from the manufacturer and not in any other condition including but not limited to terms similar to “refurbished” or “certified used”. Any proposal that provides any components, materials or hardware that is believed to be used or anything other than new will be disqualified.

4. Perpetual Software Licenses: Vendor shall provide transferable software licenses published by the manufacture capable of being transferred to manufacturers present and future subscriber portfolio for, at minimum:

- 4.1 MDC1200/GE-Star Signaling
- 4.2 P25 Phase 1 Trunking
- 4.3 P25 Conventional
- 4.4 P25 Data Convention
- 4.5 P25 Data Trunking

5. County General Guidelines:

5.1 Programming information including but not limited to frequencies, code plugs and/or encryption remain the sole intellectual property of the Sheriff and may not be distributed or conveyed to any entity (regardless of public safety standing) or installed on any equipment without the expressed written permission of the County.

6. Portable Radio Requirements – No substitutions Permitted:

6.1 **Patrol** - The following details pertain to the required proposal for portable radios designated for use in the Police Services Division. No substitutions permitted. Proposed cost must be documented on the included “proposal pricing form” (Section 20 of this RFP) **for obtaining a single unit** (single unit pricing) and shall be inclusive of P25 and DMR capable as well as all items listed below:

- 6.1.1 triband portable radio Black:
 - 6.1.1.1 VHF Band
 - 6.1.1.2 UHF Band (380-520 MHz) standard Key M2, Immersion
 - 6.1.1.3 7/800 Mhz
 - 6.1.1.4 1024 Channel
 - 6.1.1.5 Wideband Antenna
 - 6.1.1.6 Battery, 2600 MAH LI-ION (2 per portable)
 - 6.1.1.7 Noise cancelling speaker microphone compatible with ANR Feature
 - 6.1.1.7.1 The only acceptable Noise reduction for Portable radios is via a software based single microphone
 - 6.1.1.8 License key for p25 Conventional
 - 6.1.1.9 P25 Phase 1 trunking

- 6.1.1.10 P25 Phase 12 TDMA
- 6.1.1.11 Multi-key DES-OFB
- 6.1.1.12 Encryption, Multi-key
- 6.1.1.13 ARC4 (ADP Compatible) conventional voting scan with true voice noise cancellation
- 6.1.1.14 25 KHz disabled
- 6.1.1.15 Factory activation of Radio Option licenses – conventional voting scan true voice Noise cancellation
- 6.1.1.16 Bluetooth
- 6.1.1.17 Bluetooth low energy
- 6.1.1.18 MDC 1200/GE-Star signaling
- 6.1.1.19 OTAP (over the air Programming)
- 6.1.1.20 GPS
- 6.1.1.21 Charger Rapid Rate, Single Unit, KNB-31 A/32N/33L
- 6.1.1.22 Manufacturer published, Perpetual Software Licenses that must be transferable to manufacturers present and future subscriber portfolio
- 6.1.2 Proposer shall quote any additional component(s) believed to be necessary separately on the price proposal list – detail justification for need, to which radio model it applies and cost to add.

6.2 **Jail management Division** – The following details pertain to the required proposal for portable radios designated for use in the Jail Management Division. No Substitutions permitted. Proposed cost must be documented on the included “proposal pricing form” (Section 20 of this RFP) **for obtaining a single unit** (single unit pricing) and shall be inclusive of all items listed below:

- 6.2.1 portable radio Black - with:
 - 6.2.1.1 UHF (380-470) MHz, M2
 - 6.2.1.2 1024 Channel
 - 6.2.1.3 AES FIPS 140-2 & DES Encryption Module for
 - 6.2.1.4 SCM Required, UHF (380-470 MHz), Standard Key (M2), Black Immersion, Micro SC Memory Card
 - 6.2.1.5 Manufacturer Packing Kit
 - 6.2.1.6 Antenna, 400-450 MHz whip
 - 6.2.1.7 2600MAH, 2600 MAH LI-ION (1 per radio)
 - 6.2.1.8 Speaker Microphone Compatible with ANR Feature
 - 6.2.1.9 License Key for P-25 Conventional
 - 6.2.1.10 P25 Phase 1 trunking
 - 6.2.1.11 Multi Key DES-OFB
 - 6.2.1.12 Encryption, Multi Key
 - 6.2.1.13 ARC4 (ADP Compatible), conventional voting scan with True Voice Noise Cancellation
 - 6.2.1.14 MDC 1200/GE-Star signaling
 - 6.2.1.15 OTAP (over the air Programming)
 - 6.2.1.16 25 KHz disabled
 - 6.2.1.17 Manufacturer published, Perpetual Software Licenses that must be transferable to manufacturers present and future subscriber portfolio

- 6.2.2 Proposer shall quote any additional component(s) believed to be necessary separately on the price proposal list – detail justification for need, to which radio model it applies and cost to add.

7. Mobile Radio Requirements – No Substitutions permitted:

7.1 The following details pertain to the required proposal for mobile radios designated for use in all Sheriff’s Office and other Police Department fleet vehicles. The mobile radio must be capable of monitoring multiple channels at one time, must be multiband and expandable to 4 decks, must be capable to simultaneously receive and display up to 4 bands. Proposed cost must be documented on the included “proposal pricing form” (Section 20 of this RFP) **for obtaining a single unit** (single unit pricing) and shall be inclusive of all items listed below:

7.1.1 mobile radio

7.1.1.1 UHF 380-470 MHz, dual deck Single remote

7.1.1.1.1 VHF mobile radio

7.1.1.1.2 VHF Mobile Radio 7/800 MHz

7.1.1.1.3 1024 Ch

7.1.1.1.4 single remote

7.1.1.1.5 Remote control cable (17 feet)

7.1.1.1.6 Microphone, Mobile, 8 Pin Mod

7.1.1.1.6.1 Mobile radio Noise reduction via Single microphone, software based

7.1.1.1.7 DC Power Cable 35/45 W (23 ft)

7.1.1.1.8 Mobile Mounting Bracket

7.1.1.1.9 Remote control cable – 1.6 ft

7.1.1.1.10 Remote kit (3 per radio)

7.1.1.1.11 GPS Antenna

7.1.1.1.12 USB micro A-B Cable (3 per radio)

7.1.1.1.13 Ignition sense cable (3 per radio) – connection to external speakers to radio

7.1.1.1.14 Speaker, External, Standard

7.1.1.1.15 KAP-2 HA/PA Relay, Analog FM, p25 CAIAMBE+2

7.1.1.1.16 License key for P25 conventional

7.1.1.1.17 Multi Key DES-OFB

7.1.1.1.18 Encryption Multi Key

7.1.1.1.19 ARC4 (ADP Compatible) conventional voting scan, True Voice Noise Cancellation

7.1.1.1.20 OTAP (over the air programming)

7.1.1.1.21 25 KHz Disabled

7.1.1.1.22 P25 phase 1 trunking

7.1.1.1.23 P25 Phase 12 TDMA

7.1.1.1.24 MDC 1200/GE-Star signaling

7.1.1.1.25 GPS

7.1.2 Proposer shall quote any additional component(s) believed to be necessary separately on the price proposal list – detail justification for need, to which radio model it applies and cost to add.

8. Installation of Mobile Radios

8.1 **See Appendix 1 for specifics regarding installation of mobile radios**

9. Associated accessories/components/Training – No substitutions permitted:

9.1 The following accessories are to be quoted individually as replacements/spare parts or components. Proposed cost must be documented on the included “proposal pricing form” (Section 20 of this RFP) and shall be inclusive of all items listed below to be used with portables and mobiles and accessories described in sections 6, 7 and 8 of this RFP.

- 9.1.1 Manufacturer OEM Key loader Kit
- 9.1.2 Key loader Cable, USB
- 9.1.3 Keyloader Cable, USB-C to RJ45
- 9.1.4 OEM Rapid rate 6 Unit Chargers
- 9.1.5 Wall mount bracket for Multibay Charger
- 9.1.6 Speaker Microphone compatible with ANR feature
- 9.1.7 Battery – 2600MAH LI-ION
- 9.1.8 Wideband Antenna
- 9.1.9 Antenna, 403-430 MHz, Low Profile
- 9.1.10 Charger, Rapid Rate, Single Unit
- 9.1.11 Initial Programming of Portable Radios – County Provided template
- 9.1.12 Initial Programming of Mobile Radios – Proposer developed/Provided template
- 9.1.13 Radio management Software
- 9.1.14 Perpetual software license software
- 9.1.15 Training –Software Overview – onsite and/or travel (Training, Transportation & Lodging)
- 9.1.16 Training –Programmer training – onsite and/or travel (Training, Transportation & Lodging)
- 9.1.17 Training –Advanced Programmer Training – onsite and/or travel (Training, Transportation & Lodging)
- 9.1.18 Training – Unknown course – Proposer shall provide any costs to provide the training necessary to certify a radio service technician to properly conduct Basic/advanced service on portables and mobiles within manufacturers guidelines. Vendor shall state if the training can be completed locally or must be completed off site. All off site training requires cost for Training Course, Travel and Lodging.

10. Preparation/Distribution of Radios by Vendor: The county may provide a template to program all radios. Proposer shall quote any cost to provide initial programming and

set up of any radios. Proposed cost will be included on the included “proposal pricing form” (Section 20 of this RFP) and shall be inclusive:

10.1 Utilizing the county provided template

10.2 Developing and installing the proposer template

10.2.1 Any template developed by the proposer and installed by the vendor shall remain as exclusive intellectual property of the Sheriff. The information shall not be provided, installed, shared or otherwise conveyed in whole or in part to any parties or equipment without the expressed written permission of the Erie County Sheriffs Office.

10.3 Any encryption keys or related information remains the exclusive intellectual information/property of the Erie County Sheriff and shall not be provided, installed, shared or otherwise conveyed in whole or in part to any other parties or entities (regardless of public safety standing) or installed on any equipment without the expressed written permission of the Erie County Sheriff’s.

11. Subcontract(s):

7.1 Unless agreed to in writing by the County, no work or delivery of any equipment or service shall be tasked by the selected vendor to any subcontractor(s). If necessary, as outlined below, any subcontractor(s) must be approved by the County in writing and shall meet the same evaluation criteria used in sec. 1.3 to select the radio vendor.

7.2 Should it become necessary to sub-contract any work, service or delivery of materials due to the original vendor(s) inability to complete the project as required or within a timely fashion:

7.2.1 it shall be at the sole discretion of the County to authorize subcontracting of any and all work or fulfillment of any components of the award.

7.2.2 Any subcontractor(s) must meet the same evaluation criteria (sec 1.3) of this RFP.

7.2.3 Any subcontractor(s) must be approved by the county and all subcontracted work must be provided/delivered as outlined in the RFP.

7.2.4 It shall be responsibility of the original vendor to verify compliance with and to pay any costs to utilize said sub- contractor(s), including but not limited to those costs that exceed the agreed upon price between the County and the initially selected vendor.

7.2.5 The county shall not be liable for any increased cost(s) as a result of the use of any subcontractor(s).

7.2.6 Any costs to the County to repair work deemed to be insufficient, improper and as a result of not adhering to the RFP shall be reduced from monies due any vendor.

7.2.7 The county reserves the right to recoup any costs incurred by the county to replace, repair or otherwise correct any deficiencies of work by the vendor(s) or subcontractor(s)

12. Warranty on equipment and services:

12.1 Vendor agrees to warranty their equipment, service and to replace or refund the price of products that fail as a result of manufacturer or vendor deficiencies. Vendor shall not be held responsible for any defects of equipment as a result of use by the County except to those the manufacturers stipulate(s) to equipment being capable of withstanding. The minimum warranty Period shall be one (1) year from date of programming or delivery (whichever is later).

13. CONFLICT OF INTEREST:

13.1 All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates. There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

14. General Requirements:

14.1 Proposals should follow the format and reference the sections listed in the Proposal Content and Format included below. Proposals must address all RFP requirements.

14.2 On or before the “Proposals Due” date and time listed above, each interested Vendor shall submit to the SPC at the address listed on the cover page of this RFP:

14.2.1 one original paper copy of the Proposal bearing the signature of the Vendor’s authorized representative

14.2.2 three (3) printed paper copies and

14.2.3 one electronic media (such as thumb drive or CD) containing a full electronic version of proposal.

14.2.4 Proposals shall not contain extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal.

14.3 If a Vendor’s proposal includes proprietary material they wish to redact from public viewing, they shall submit the redacted version of the proposal in electronic form on a separate thumb drive or CD that is clearly labeled “Redacted.” See RFP below, for additional information.

14.4 Both written and electronic versions of the Proposal shall be hand-delivered or mailed in a single sealed envelope, package, or box, with the Vendor’s name and the RFP number clearly visible on the outside of the package.

14.5 Proposals will be accepted during the Countys regular business hours, Monday – Friday from 8:00 am to 5:00 pm Eastern Time, except during holidays and other times when the County Office is closed and on the deadline date for submission which has a deadline of 3:00 PM eastern time.

14.6 It is sole responsibility of the proposer to submit their Proposal before the closing hour and date. Late proposals will not be considered and will be returned unopened to the sender.

14.7 All proposals must be valid for a period of 180 days after awarding.

15. Opening of Proposals:

15.1 Proposals will be opened in the County office, reviewed, and recorded immediately following the submission deadline. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued in accordance with applicable requirements. However, the County will record and make available the identity of all Vendors after Opening.

16. Public Records/Confidential or Proprietary Information:

16.1 The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data,

public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

16.1.1 insert the following notice in the front of its proposal:

“NOTICE” The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position. The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that Erie County considers proper under the law. If Erie County enters into an agreement with this proposer, Erie County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

16.1.2 clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”

16.1.3 The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

17. Authorized Representative:

17.1 A representative authorized to bind Vendor shall sign the Proposal. Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by the County.

18. Proposal Rejection:

18.1 The County may reject a Proposal for any of the following reasons:

- 18.1.1 Vendor fails to substantially comply the all prescribed RFP procedures and requirements, including but not limited to the requirement that Vendor’s authorized representative sign the Proposal in ink.
- 18.1.2 Vendor fails to meet the responsibility requirements
- 18.1.3 Vendor makes any contact regarding this RFP with County representatives such as County employees or officials other than the Chief of Administration or Captain of Communications or those either further authorizes. Any inappropriate contact with the County shall be cause for rejection.
- 18.1.4 Vendor attempts to inappropriately influence a member of the Evaluation Committee.

- 18.1.5 Proposal is conditioned on Countys acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda

19. Protests to RFP:

- 19.1 Any Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the included Terms. This is Vendor's only opportunity to protest the provisions and terms of the RFP, except that Vendor may protest Addenda which will be made a part of this RFP as set forth in the Addendum.
- 19.2 Protests to Addenda: Any Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, shall be submitted by the date/time specified in the respective Addendum, or within three (3) days of the issuance of the Addendum if no date is specified, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.
- 19.3 Protests Shall:

- Be delivered to the Chief of Administration via email or hard copy
- Reference the RFP number
- Identify prospective Vendor's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
 - The grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive or legally flawed; and
 - Evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought

- 19.4 Protests to the RFP shall be received by the due date and time identified in the Schedule.

Protests to Addenda shall be received by the due date identified in the respective Addendum.

- 19.5 Protest Response - The county will respond in a timely manner to all protests submitted by the due date and time listed in the Schedule. Protests that are not received in time or do not include the required information may not be considered.

20. Proposal Contents and Format:

- 20.1 Overview of Firm: Include a description of the Vendor's history and level of experience in providing portable and mobile radio services like those being proposed. Explain the Vendor's corporate structure and their commitment to the public safety communications market.
- 20.2 Prior Experience and List of References: Include descriptions of similar projects completed by the Vendor and a list of at last three (3) customers for whom the Vendor has completed large volume portable and mobile radio deliveries in the past two (2) years. Include the total

number of vehicles installed and identify past customers by their organizational name and a point of contact (including name, title, address, phone number, and email address).

- 20.3 Understanding of and Compliance to Scope of Work: Include a statement that the Vendor has read the Scope of Work above (including all subsections) of this RFP and that the Vendor understands all requirements and will comply with them. Exceptions or clarifications to any requirement of Section above must be stated in this section of the response by referencing the specific requirement and describing how the work to be performed will differ from that requirement. Include in this section any additional assumptions regarding how, when, or where the Vendor will conduct their work that are not addressed in the RFP. If no exception or clarification is made, the County will assume all work will be completed exactly per the requirements of the RFP.
- 20.4 A Statement of Expected Schedule: Include a statement of schedule for expected delivery for the specific model(s) and associated components, accessories and training solicited with this RFP.

21. Completed Proposal Pricing Form:

- 21.1 Complete and include the following table. Costs must be inclusive of all labor, travel, expenses, tools, coordination, and other services and materials required to complete delivery per the requirements of this RFP. **Provide a cost for the completion of a single quantity of each type of radio or component listed below (single-unit pricing).** The quantities of radios or components are estimates and are given for bidding purposes only. The term “radio” is used to designate the mobile(s) and portable(s), components, accessories and training described in sections 6, 7 and 8 of this RFP. Vendor should expect adjustments to the quantities of each type of radio and/or accessories and component(s) to be delivered to the County. There shall be no guarantee by the County as to the total quantity of radios, components, accessories or training(s) ordered or required.

| Proposal Pricing form | | |
|---|---------------------------------------|--|
| Radio | Approximate Quantity of Radios needed | Vendor cost Per Unit (per requirements of Scope of Work) |
| Section 6.1 - Portable Radio - Police Services | 200 | \$ |
| Section 6.2 - Portable Radio - Jail Management Division | 350 | \$ |
| Section 7.1 - Mobile Radios | 180 | \$ |
| Section 9.1.1 - Key loader Kit | 2 | \$ |
| Section .1.2 - Keyloader Cable, USB | 2 | \$ |
| Section 9.1.3 - Keyloader Cable, USB-C to RJ45 | 2 | \$ |
| Section 9.1.4 - Rapid Rate 6 unit Chargers | 50 | \$ |
| Section 9.1.5 - Wall mount Bracked for Multibay Charger | 50 | \$ |
| Section 9.1.6 - Speaker Microphone Compatible with ANR Feature | 15 | |
| Section 9.1.7 - Battery, 2600MAH LI-ION | 575 | \$ |
| Section 9.1.8 - Wideband Antenna | 10 | \$ |
| Section 9.1.9 - Antenna, 403-430 MHz, low profile | 50 | \$ |
| Section 9.1.10 - Charger Rapid Rate, Single Unit, | 115 | \$ |
| Section 9.1.11 - Preperation of Radios by vendor - county provided | N/A | \$ |
| Section 9.1.12 - Preperation of Radios by Vendor - develop | N/A | \$ |
| Section 9.1.13 - Software | N/A | \$ |
| Section 9.1.14 - Software | N/A | \$ |
| Section 9.1.15 - Software Overview | 4 | \$ |
| Section 9.1.16 - Programmer Training | 4 | \$ |
| Section 9.1.17 - Advanced Programmer Training | 4 | \$ |
| Section 9.7.18 - Unkown course - to certify technician as described | 2 | \$ |

| OPTIONAL Proposal Pricing form Sec 1.2.2 & Appendix 1 | | |
|---|---------------------------------------|--|
| Installation Type | Approximate Quantity of installations | Vendor cost Per Installation (per requirements of Scope of Work) |
| Mobile Remote / Trunk Mount Installation - LE Taurus | 2 | \$ |
| Mobile Remote Mount Installation - LE Explorer | 130 | \$ |
| Mobile Remote Mount Installation - LE Expedition | 15 | \$ |
| Mobile Remote Mount Installation - LE Tahoe | 4 | \$ |
| Mobile Remote Mount Installation - LE Suburban | 2 | \$ |
| Mobile Remote Mount Installation - LE F150 / F350 | 4 | \$ |
| Mobile Remote Mount Installation - Transat/Econoline Van(s) | 10 | \$ |
| Mobile Remote Mount Installation - Bearcat APC | 2 | \$ |
| Mobile remote mount - LE Motorcycle (Harley Davidson) | 5 | |
| Mobile Remote Mount Installation - SAFEBOAT Full Cat | 2 | \$ |
| UTV Polaris Rangers | 2 | \$ |
| Mobile Dual Head Installation - Equipment/Box Trucks | 2 | \$ |

22. Other Proposal Requirements:

22.1 If requirements in any part of this RFP are stated in more than one area of the RFP and appear to differ, the more stringent requirement shall apply. If requirements appear to conflict it is the Vendor's responsibility to bring these items to the attention of the County prior to the closing of the question period. Otherwise, the County shall retain the right to enforce the requirements in the manner deemed most beneficial to the County.

22.2 The County is not responsible for misdelivered proposals, and the Vendor is strictly liable for its chosen method of delivery. It is the Proposers sole responsibility to make sure that any proposals arrive at the proper location and prior to the ending of the RFP period as described in section 2 - Schedule. Any proposal which does not actually arrive at the address identified on the title page to this document and by the RFP due date and time, as expressed in the RFP, will be rejected as nonresponsive, even if properly addressed or delivered to another location of the County.

23. Insurance:

23.1 Insurance shall be procured by the Vendor before commencing work, no later than fourteen days after notice of award, and maintained without interruption for the duration of the contract. The Vendor shall furnish an Insurance Certificate complying with County requirements for insurance. The insurance must be completed on the standard Erie County forms enclosed in this bid.

- 23.1.1 A. Vendor shall furnish an Insurance Certificate for extended coverage or all-risk coverage for the building and County-owned property therein, naming the County as well as the Vendor as the Insured.
- 23.1.2 All certificates shall have the endorsements contained verbatim in Exhibit IC attached.

24. ASSIGNMENT:

- 24.1 Vendor shall not transfer or assign this contract to any subcontractors or agencies without permission of the County as outlined in section 7.

25. LEGAL COMPLIANCE:

- 25.1 Vendor shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the County of Erie, and the health and sanitary authorities. Structural alterations, additions or installations

26. ACCOUNTABILITY:

- 26.1 The Vendor shall be fully accountable for its performance under this agreement, and agrees that it, or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate this contract or its performance.

27. Disqualification:

- 27.1 In addition to any other conditions set forth in this RFP, no proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears related to any debt or in default of any obligation owed to the County.
- 27.2 Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

28. Small and/or Minority-Owned Businesses:

- 28.1 Efforts will be made by the County to utilize small businesses, women and/or minority owned businesses

PROPOSER CERTIFICATION:

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County. It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals. It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in

any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____

Name and Title

Appendix 1: Installation of Mobile Radios

1. General Quantities of Installations

Majority of installations will be a mobile radio with single remote mount control head. These mobiles will be installed into approximately 180 total vehicles of the following types:

- Public Safety Sedans
- Public Safety Sport/Utility vehicles
- Transat/Sprinter prisoner transport Vans
- School Bus type transport vehicles
- Boats – 2 SAFEBOATS Full Cabin
- BEARCAT Armored Vehicles – (2)
- Other Miscellaneous vehicles

Of the approximate 180, approximately 12 will require a mobile radio with two separate remote-mount control heads to be installed.

While it is not expected to vary significantly from the information presented above, the actual quantities and configurations will be determined by the County and the owner agencies prior to the installations.

2. Pre-Install Vehicle Checks

Prior to the start of any installations, the Vendor and the County will develop and approve a documented procedure to be used by the Vendor to verify the functionality of existing equipment in the vehicle. The procedure will include activation by the installation technician of the following vehicle equipment/systems:

1. Lights (General)
2. Door Locks
3. Windows
4. Stereo/Screen
5. TPMS Light
6. Heater
7. Dome Light 8. Check Engine Light
9. Siren
10. Lights (emergency)
11. Mobile Computer
12. Other Two-Way Radios
13. Radar

The procedure will provide guidance on how to activate the equipment/system and how to identify that it is functioning properly. Before installing a mobile radio in a vehicle, the installing technician will perform the documented functionality verification procedure. One paper copy of the functionality verification procedure will be used and maintained per vehicle. If the tested equipment/system passes the procedure, the technician will record on the paper copy that it passed the functionality verification procedure associated with that vehicle. If the tested equipment/system does not pass the procedure, the technician will record on the paper copy the nature of the problem associated with that vehicle and will notify a designated representative of the County for directions on how to proceed.

3. Existing Radio Removal:

As part of the installation of the new mobile radio, the Vendor shall remove the existing mobile radio(s) (including the RF deck, its control head and control cable) from the vehicle and deliver it to a representative of the County. Best efforts shall be made to remove the other cabling associated with the existing radio (power cabling, antenna cabling, etc.). All other cabling and other removed materials shall be disposed of by the Vendor in a county designated receptacle.

To be clear, the only thing to be returned to the county is the RF deck, control head and control cable. Microphones, antennas, speakers etc. are all to be discarded by the vendor.

4. Installation Requirements – General Requirements:

a. Manufacturer’s Guidelines:

Unless otherwise specified in this RFP or at the time of installation by a representative of the County or the organization that owns the vehicle, all installation work shall be in accordance with manufacturer P25 Installation Guide

b. County General Guidelines:

All equipment shall be securely mounted. All installation locations will be approved by a representative of either County or of the vehicle’s owner agency. No installed equipment or cabling will obstruct the vehicle’s instruments, controls, or driver’s view. Positioning of control heads and microphones will be within reach of the driver but will not distract from the road. Equipment and cabling must not obstruct and/or affect proper deployment/use of the vehicle’s airbags or other restraint systems. Equipment will be installed in a manner that minimizes exposure to direct sunlight and must be protected from water and heat.

c. Transceiver Installation:

The transceiver(s) portion of the mobile radio(s) must be securely mounted with provided bracket, must be accessible for maintenance, and must be protected from other free-moving objects and moving vehicle parts.

d. Control Head Installation All control head(s):

Whether in a single-head or multi-head configuration, must be securely mounted in either the provided bracket or in a radio console.

- e. **Radio Antenna Installation:** Vendors shall refer to the requirements of the antenna supplier and install in accordance with those requirements. In general, the new radio antenna(s) is to be located on the roof and placed to maximize receiving and sending transmissions. If there is no existing antenna or if the location of the existing antenna cannot be used for the installation of the new antenna, then the Vendor shall use the following guidance:
- I. For installations requiring roof top placement of the antenna: For optimum performance, mount the antenna in the center area of the roof design.
 - II. For installations requiring trunk lid placement of the antenna: Mount the antenna as close as possible to center area of the trunk lid.
 - III. Before installing an antenna on the trunk lid: a. Be sure that the distance from the antenna location on the trunk lid will be at least 33in from the front surface of the rear seat-back to assure compliance with RF Energy Safety standards. b. Ensure that the trunk lid is grounded by connecting grounding straps between the trunk lid and the vehicle chassis, as required.
 - IV. When multiple antennas are occupying the same area, attempt to locate radio antennas on the vehicle at least 3 feet from each other in-band, and 18 inches out-of-band.
 - V. Attempt to maintain a minimum distance between the antenna and the radio/accessories of 3ft.
 - VI. The minimum distance between the antenna and the fuel filler cap must be 12 inches. 7. Vehicles without metal roofs will receive antennas designed for no ground plane installations.

5. **Cabling Requirements – General:** Cabling for the new radio is to occur per the following requirements:

- a) The radio power cables, positive cable and negative, should be run together along their length as practicable to reduce induced noise. The conductors can be twisted together for increased immunity to induced noise.
- b) All exposed cabling in the vehicle's engine compartment and/or otherwise exposed to potential damage shall be run in a protective sheath (i.e., split loom tubing) and attached every 6 to 8 inches with tie-wraps.
- c) Power cables will be connected directly to the vehicle's battery/battery switch or to an installed power distribution center. Connecting to the power distribution center is preferred. If appropriate, installers should use the same power source that the previous radio was connected to.
- d) Multiple power cables will not be soldered together.
- e) Power cables will not be cut or spliced in any manner that would result in two radios using one connection to power. Every power cable will be fused appropriately.
- f) Ignition sense cables should be connected directly into ignition harness or fuse block with an in-line fuse holder with the proper size fuse for the equipment.
- g) Large apparatus will have a ground point that is typically provided by the vehicle manufacturer within the cab to provide battery to cab grounding. Generally, this is

located within the main fuse box. This point will be used for installations in these situations

6. Cabling Requirements – Retention: Cable retention for the new radio is to occur per the requirements included within this RFP.

- a) Cabling should be secured as required to keep them in place and provide adequate strain relief.
- b) Where cables are in a protected environment then simple 'P clip' type cable clamp fixings can be used to hold the cables in place.
- c) Cable ties can be used to secure cables together between the cable fixings. This allows for maximum access to the cable loom.
- d) Cable ties should be cut off flush to avoid sharp edges.
- e) Ensure that the cable is not strained or distorted, by excessive tightening of cable ties.
- f) Cables should never be secured to movable parts under the dash, in the trunk, or in the engine compartment (for example: brake pedal, steering column, and so on).
- g) Do not attach any wire or cable to the vehicle fuel system and pipes or use a common hole through a bulkhead.
- h) Taping up long lengths of cable looms with insulating tape is not acceptable as it may severely hamper the ability to service or replace cables within the loom.

7. Cabling Requirements – Routing: Cable routing for the new mobile radio is to occur per the following requirements:

- a. Cables are to be properly secured.
- b. Cable routing must avoid sharp bends.
- c. Wherever possible, do not run coax in parallel with vehicle wiring. This is especially true with antenna coax cables.
- d. Route coax as far away as possible from any electronic module.
- e. Ensure that any trim panels do not trap, crush, or distort the cable when vehicle trim is replaced.
- f. All cables should pass under carpets and through trim or moldings in such a way as to ensure that any panels do not trap, crush, or distort the cable when refitted. Use sleeving or cable protection and cable ties where required.
- g. cables installed under carpets should be routed away from areas that can be stepped on when possible.
- h. Care should be taken to avoid strain on any cabling likely to cause broken connections.
- a. Ensure that excess length of any cable tie used is cut flush with its locking mechanism to avoid leaving sharp and potentially dangerous projections.
- j. All cables installed under the hood need to be kept away from heat and mechanical hazards such as exhaust manifolds and moving parts (for example: steering shaft, throttle linkage, fans, and so on). The use of split loom or similar products is required for cables installed under the hood or that is exposed to the elements. The split loom needs to be rated for the appropriate temperature for where they are used. This is not only for aesthetics, but it also ensures against wire chafing, and protects against heat, weather, and oil damage.

- k. Wiring supports should be at intervals no greater than 18in. Wiring routed under carpets, trim, or moldings is considered supported.
- l. Cable should leave enough slack for equipment to be easily tested and maintained while still connected.
- m. Do not cut pre-terminated cables. For cables that are not pre-terminated; do not coil an excessive cable and, instead, cut to proper length.
- n. Whenever a cable passes through a bulkhead, a grommet must be installed to protect the cable from damage. It is always better to use an existing hole rather than drilling another; provided it is in the right position, is large enough, and is fitted with a grommet. The quality of the original seal should not be impaired

8. Cabling Requirements – Power Cabling and Power Connections: Power cabling for the new radio is to occur per the following requirements:

- a. Connect the positive cable to one of the power sources listed below:
 - 1. Connect directly to the battery, using appropriate hardware.
 - 2. to an adequate power distribution center.
 - 3. To the vehicle power disconnect switch, if applicable.
 - 4. To the vehicle filtered battery distribution center (available on some emergency vehicles for supplying power to the 3rd party add on products).
- b. The power cable must be fused as close to the source as possible (18in max). A weatherproof fuse holder is required.
- c. Splicing of power cable feeds is discouraged but not prohibited; this technique will be used only under scrutiny of County technicians.
- d. If the cable length is insufficient, additional length can be made by wrapping bare wire ends and soldering them together.
- e. The splice shall be covered with adhesive lined heat shrink extending beyond the splice area by a minimum of two (2) inches each per side.
- f. The power extension cable will be of a wire gauge the same size or greater than the factory standard power cable.
- g. Butt splices can be used inside the vehicle passenger compartment provided that they are only used in an area that is not susceptible to potential debris or water damage. Installing butt connectors under floor mats is prohibited.
- h. Vampire type tap connections—either onto a fuse or into the existing power wiring—are not acceptable unless approved by the County Technician. The county understands there are instances, although very limited, where tapping an ignition sense wire into a factory harness is necessary. However, the County does not expect this to be applicable in Police Cruisers. This practice should never be used when a current bearing load is expected, IE: more than 1 amp.
- i. Maximum voltage drop allowable during a transmit cycle will not exceed 10% of resting battery voltage. (Voltage to be measured at the radio connector.)

9. Cabling Requirements – Antenna Cabling/Connection: Antenna cabling/connection for the new mobile radio is to occur per the following requirements:

- a. Installer provided NMO antenna mount with RG-58 solid center cable terminated with PL259 connector installed per manufactures guidelines.
- b. Openings in vehicle are to be sealed according to industry best practices/standards and manufacturers guidelines.
- c. 95% shielded cable is required. As stated in the County Mobile Radio Installations guide.
- d. The coax from the radio to the antenna must be free of splices and/or extensions. The appropriate length cable must be used for the application.
- e. Antenna cable length should be sufficient to reach the radio location with a minimum of three (3) additional feet of cable slack. Slack should not be longer than five (5) feet.
- f. Route the antenna cable as far away as possible from any vehicle electronic control units and associated wiring.
- g. Excess coax cable will be secured with tie-wraps and stowed in such a way that it is not a snagging or tripping hazard.
- h. Antenna connectors shall be a solder/crimped on type. The antenna coaxial connector must fit the radio connector. Adaptors are not to be used except in the case of clearance problems; in this case, a right-angle adaptor is acceptable.
- i. Connectors shall be installed in accordance with manufacturer's instructions using the proper tooling recommended by the connector manufacturer.

10. Cabling Requirements – Grounding: The following requirements apply when attaching a lug to a bonding surface, such as when attaching an equipment ground negative cable to the vehicle chassis:

- a. The radios negative (ground) should be connected to a factory ground point and as close as practicable to the point where the battery-to-body connection is made on the vehicle.
 - 1. The negative cable should never be connected directly to the battery's negative terminal.
 - 2. Terminated ground connections will be covered by a thin film of NO_OX Compound.
- b. Paint, enamel, lacquer, and other non-conductive coatings must be removed from surface areas where connections are made to ensure good electrical continuity.
- c. Bonding surfaces must be cleaned to remove dirt, corrosion, and oxidized material on the connection surface area.
- d. The use of a piloted bonding brush or similar device is recommended for cleaning the bonding surface.
- e. After bonding to a factory painted surface, the area shall be thoroughly cleaned and coated with an approved corrosion inhibiting paint (or equivalent)
- f. Withstanding the exception below, no washer of any kind should be used in between a lug and the bonding surface.
 - 1. **EXCEPTION:** a star washer will be used between the grounding surface and the lug to provide a better bond to ground. Use of a star washer does not alleviate the requirement to remove non-conductive coatings from attachment surfaces
- g. Ground lead splicing is prohibited.

h. The use of self-tapping type screws to make ground connections with the chassis is acceptable. The installer will be sure to not overtighten and strip out the threaded connection.

11. Connection to Existing External Speaker: Most vehicles will have a Motorola external speaker connected to the existing radio. Whenever possible, the Vendor shall connect that existing external speaker to the new mobile radio that is being installed in the vehicle. The existing speaker cable shall be used and the County will provide any necessary connector to interface the Motorola speaker cable to the new Viking radio.

12. GPS Antenna Installation: Some vehicle installations may also include the installation of a GPS antenna and connection of that antenna to the mobile radio. At this time, it is not known how many installations will include the installation of a GPS antennas. For vehicles that are to include the installation of a GPS antenna, the County will supply the GPS antenna and all cables required to connect it to the mobile radios. The location of the GPS antenna is to follow the same general requirements of this RFP and the installation of all associated cabling is to follow the same requirements of this RFP.

13. Ignition Sense Cable Installation:

- a. Some vehicles may also include the installation of an ignition-sense cable. At this time, it is not known how many installations will include the installation of an ignition sense cable but those that require it will typically be sedan or passenger vehicles. A representative of the County or the owner organization will identify which vehicles require this cable. When required, the ignition sense cable must be connected to the transceiver of the radio (not the control head). The cable must include a two-row DB15 connector that connects to the radio transceiver. Details on the ignition—sense cable can be found in the radio manufacturer’s manual referenced. This cable must be supplied by the Vendor and it may be procured from the radio manufacturer or fabricated by the Vendor. All cabling requirements must apply to the ignition-sense cable.

14. Post-Install Vehicle Checks:

- a. Immediately following the installation of a mobile radio in a vehicle, the installing technician will reperform the documented functionality verification procedure described above. If the tested equipment/system passes the procedure, the technician will record that it passed on the paper copy of the functionality verification procedure associated with that vehicle. If the tested equipment/system does not pass the procedure, the technician will either: i) rectify the issue and again reperform the documented functionality verification procedure or ii) record the nature of the problem on the paper copy of the functionality verification procedure associated with that vehicle and will notify a representative of the County or the vehicle’s owner for instructions on how to proceed. If a GPS antenna and/or an ignition sense cable are installed on a vehicle, the functionality of the installed equipment will be included on the Vehicle Installation Checklist.

15. Documentation Required Per Installation: The following documentation will be required for each mobile radio installation completed:

- a. The original Pre-Installation Vehicle Check procedure

b. The original Post-Installation Vehicle Check procedure

c. An installation Summary that includes:

1. Date of Install
2. Name of technician performing work
3. Location where Work Performed
4. Agency for vehicle
5. Vehicle Number
6. License Plate Number
7. Brand, Model, and Serial Number of Radio Installed
8. Transceiver location (if remote)
9. Control Head location
10. Microphone location
11. Speaker(s) Location (if installed)
12. Antenna(s) Model
13. Antenna(s) Frequency
14. Antenna(s) Location
15. Return Loss
16. Transmit Power Out
17. Provided Parts Used
18. Vendor Parts Used
19. Date/Time Started
20. Date/Time Finished
21. Technician Notes
22. Technician Signature
 - a. Upon completion of installation and all checklists, obtain the signature of the County Representative. This signature with date and time shall designate the completion of installation and commence the warranty period as outlined in this RFP.

16. Forms: The County will, in cooperation with the awarded Vendor, develop the forms for the Checks and the Installation Summary. The Vendor shall be required to provide the original paper copy of each form for each vehicle upon the completion of the installation for that vehicle. Completed forms shall be submitted to the County, however, the Vendor may make/scan and retain copies for their records.

17. Documentation Required for Project Tracking: At the end of each week in which installations occurred, the Vendor shall provide a completed worksheet that records the installations completed that week. The County will develop with the Vendor the format for this sheet but it is expected to include a listing of all vehicle installations completed for that week, the date of each installation, the location of each installation, and any notes regarding required deviations from the requirements/guidance listed in this RFP. The Vendor shall also provide prior to the start of any week in which installations are to occur an email to the County representative that summarizes their installation plan for that week. This is to include, at a minimum, a listing of the location(s) in which they will work each day of that week and the expected number of installations to be completed each day of that week.

- 18. Place and Conditions of Work:** Installation work shall occur at sites designated by the County. Single or multiple bay sites across the County may be designated. Vehicles that do not naturally reside at installation sites will be brought to those locations by their operators. The Vendor may assume that they will have an indoor location in which to work as well as access to AC power. Vendors may assume they will have access to a total of two (2) structural bays in which to check, prepare, or work on vehicles. Vendors may also assume that other alternative locations may be of a soft sided temporary structure with single bay. At all times multiple crews may be active. The Vendor may assume that a room/structure/vehicle to store a small quantity of tools MAY be available. Those storage areas SHALL NOT be considered secured. In either case the Vendor shall bear the risk of loss or theft for those tools and hold the county harmless.
- 19. Preparation/Distribution of Radios by County:** The county (or its radio vendor) will prepare the mobile radios for installation in vehicles by programming and tuning them. Vendors shall not be required to program or tune the mobile radios. The County shall deliver the radios and associated equipment as described in Section 1.2. to either the owner of the vehicle (who will bring the radio with the vehicle to the installation location) or to the installation location for that vehicle. The radios will be identified for installation into a specific vehicle (by car number or license plate) and the Vendor shall be responsible for installing each radio into only the vehicle identified by the County. The County shall not be responsible for any Vendor costs should the Vendor install the radio into the incorrect vehicle and thereby be required to reinstall it into the correct vehicle.
- 20. Materials to be Supplied by Vendor:** The Vendor shall be required to provide all other tools, materials and any/all single-use materials (cable ties, etc.) required to complete the installations. It is the responsibility of the selected vendor to notify the County of any discrepancies in equipment or installation requirements to include but limited to additional materials needed to install the equipment. The county shall not be responsible for any additional costs for materials or installation that the vendor used without prior authorization.
- 21. Scheduling:**
- a. Installation shall commence no later than 60 days upon notification to the selected vendor that the county provided components outlined in section 1.2 have been received. Should partial shipments from the radio (or other) vendors be required/permitted, an agreement between the County and selected installation vendor for occasional installations based on inventory may be permitted.
 - b. The Vendor shall designate the number of vehicles to be assigned to each installation site and on what increment. The county shall strive to meet the scheduling as described, however the Vendor shall acknowledge the subtleties of providing Public Safety and the demands made on these services. The County and the Vendor will compliment efforts to install the mobile radios in such amount of time that allows for continued public safety services and Vendor time constraints. Based upon an estimate of 180 vehicles, the Vendor agrees to complete installations on all 180 (estimated) vehicle as required and within 60 business days (or 4 months) of first installation. Any costs to the County as a result of delays in completion not attributed to the County or their Radio Vendor shall be considered a result of the installation Vendors efforts and

any costs related to the delay, to include but not be limited to outsourcing to another installer of the County's choice shall be reduced from the agreed upon costs with the initial installation vendor.

- c. The vendor shall submit their requirements for the installation site space as it pertains to the need for enclosed, lifts, square footage, number of installation bays etc. The county shall try to identify and meet the requirements from available county space but does not guarantee the availability. If the county designated spaces are determined by the vendor to not be adequate, the vendor may choose to lease or otherwise borrow/rent space (restricted to be within Erie County) to complete the installations, the county shall not be billed or otherwise financially responsible for any space the vendor chooses to rent, lease, borrow or otherwise obtain and use.
 1. For any installations that occur outside the physical boundaries of Erie County NY, the vendor shall be responsible for any transportation costs to deliver and return any vehicles to the Erie County Sheriff's Office Maintenance Garage in Alden NY or a location designated by the ECSO.

22. Subcontract(s)

- a. Unless agreed to in writing by the County, no work shall be tasked by the selected vendor to any subcontractor(s). If necessary, as outlined below, any subcontractor(s) must be approved by the County in writing and shall meet the same evaluation criteria used in sec. 1.3 to select the installation vendor.
- b. Should it become necessary to sub-contract any work due to the original installation vendor(s) inability to complete the project as required or within a timely fashion:
 - a. it shall be at the sole discretion of the County to authorize subcontracting any/all of the work.
- c. Any subcontractor(s) must meet the same evaluation criteria (sec 1.3) of this RFP.
 - a. Any subcontractor(s) must be approved by the county and all subcontracted work must be installed as outlined in the RFP.
- d. It shall be responsibility of the original installation vendor to verify compliance with and to pay any costs to utilize said sub- contractor(s), including but not limited to those costs that exceed the agreed upon price between the County and the initially selected installation vendor.
 1. The county shall not be liable for any increased cost(s) as a result of the use of any subcontractor(s).\
- e. Any costs to the County to repair work deemed to be insufficient, improper and as a result of not adhering to the installation requirements shall be reduced from monies due any installation vendor.
- f. The county reserves the right to recoup any costs incurred by the county to replace, repair or otherwise correct any deficiencies of any installation work by the vendor(s) or subcontractor(s)

23. Warranty on Installation

- a. Vendor agrees to warranty their installation work and replace or refund the price of products that are installed and fail as a result of improper installation. Vendor shall not be held responsible for any defects of County provided materials so long as it is brought

to their attention prior to installation that a defect exists and the item is unusable. The minimum warranty Period shall be one (1) year from date of Completion and shall be determined by the date of the County Representative applies their signature on the post installation vehicle check list.

24. The appendix shall have all