

ERIE COUNTY SHERIFF'S OFFICE

Portable and Mobile Radio Replacements

Request for Proposals **2023-030VF**

Designated Point(s) of Contact:

Chief John Greenan

Chief of Administration

John.Greenan@erie.gov

Captain Eric D. Kaderli

Captain of Communications

Eric.Kaderli@erie.gov

Issued Date: May 15th, 2023

Closing Date and Time: May 30, 2023, 5:00 PM EST

10 Delaware Ave. Buffalo NY 14202

Points of Contact: Chief John Greenan & Captain Eric D. Kaderli

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.

1.3 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
- Proposers 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.

1.7 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 15, 2023	N/A
Questions/Clarifications Due	May 22, 2023	5:00 PM Eastern Time
Answers to Questions/Clarifications released	May 24, 2023	5:00 PM Eastern Time
Proposals Due	May 30, 2023	5:00 PM Eastern Time
County Evaluation Period ends (Approximate)	June 5, 2023	N/A
Interviews (optional, approximate)	June 7, 2023	N/A
Contract Negotiations Complete, Start of 12 month contract period	June 26, 2023	N/A

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.

3.2 Existing Radio Removal and installation of new mobiles:

- 3.2.1 **Removal of existing and installation of new mobile radios is being awarded through a separate RFP. All capable proposers are encouraged to monitor and submit proposals for this work.**

- 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 all items listed below:

6.1.1 Kenwood Viking triband portable radio Black - Model VP8000BKF2 with:

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 Kenwood 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 Kenwood Viking portable radio Black - Model VP5330 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 NX-5300
- 6.2.1.4 SCM Required, UHF (380-470 MHz), VP5330, Standard Key (M2), Black Immersion, Micro SC Memory Card
- 6.2.1.5 VP5000 Packing Kit
- 6.2.1.6 Antenna, 400-450 MHz whip
- 6.2.1.7 Kenwood Battery, 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 Kenwood Viking mobile radio VM7830BF2-P
 - 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 KCH-20 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 – NX5800
 - 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. Associated accessories/components/Training – No substitutions permitted:

8.1 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 Viking Kenwood portables and mobiles and accessories described in sections 6, 7 and 8 of this RFP.

- 8.1.1 Viking Key loader Kit
- 8.1.2 Keyloader Cable, USB, VP-T
- 8.1.3 Keyloader Cable, USB-C to RJ45, VM-T
- 8.1.4 Rapid rate 6 Unit Chargers for KNB-31A/32N/33L/41NC/47L/48L/50NC, CEC Compliant
- 8.1.5 Wall mount bracket for Multibay Charger VP-t
- 8.1.6 Speaker Microphone compatible with ANR feature
- 8.1.7 Kenwood Battery – 2600MAH LI-ION
- 8.1.8 Wideband Antenna
- 8.1.9 Antenna, 403-430 MHz, Low Profile
- 8.1.10 Charger, Rapid Rate, Single Unit, KNB-31a/32n/33L
- 8.1.11 Initial Programming of Portable Radios – County Provided template
- 8.1.12 Initial Programming of Mobile Radios – Proposer developed/Provided template
- 8.1.13 Armada Software
- 8.1.14 Viking Vault

- 8.1.15 Training – Viking Armada Overview – onsite and/or travel (Training, Transportation & Lodging)
- 8.1.16 Training – Viking Armada Programmer training – onsite and/or travel (Training, Transportation & Lodging)
- 8.1.17 Training – Viking Armada Advanced Programmer Training – onsite and/or travel (Training, Transportation & Lodging)
- 8.1.18 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.

9. 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:

- 9.1 Utilizing the county provided template
- 9.2 Developing and installing the proposer template
 - 9.2.1 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.
- 9.3 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.

10. 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)

11. Warranty on equipment and services:

- 11.1 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).

12. CONFLICT OF INTEREST:

- 12.1 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.

13. General Requirements:

- 13.1 Proposals should follow the format and reference the sections listed in the Proposal Content and Format included below. Proposals must address all RFP requirements.
- 13.2 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:
 - 13.2.1 one original paper copy of the Proposal bearing the signature of the Vendor's authorized representative
 - 13.2.2 three (3) printed paper copies and
 - 13.2.3 one electronic media (such as thumb drive or CD) containing a full electronic version of proposal.
 - 13.2.4 Proposals shall not contain extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal.
- 13.3 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.
- 13.4 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.

- 13.5 Proposals will be accepted during the County's 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.
- 13.6 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.
- 13.7 All proposals must be valid for a period of 180 days after awarding.

14. Opening of Proposals:

- 14.1 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.

15. Public Records/Confidential or Proprietary Information:

- 15.1 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:

- 15.1.1 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

- 15.1.2 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.”

- 15.1.3 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.

16. Authorized Representative:

16.1 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.

17. Proposal Rejection:

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

- 17.1.1 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.
- 17.1.2 Vendor fails to meet the responsibility requirements
- 17.1.3 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.
- 17.1.4 Vendor attempts to inappropriately influence a member of the Evaluation Committee.
- 17.1.5 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

18. Protests to RFP:

18.1 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.

18.2 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.

18.3 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

18.4 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.

18.5 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.

19. Proposal Contents and Format:

19.1 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.

19.2 Prior Experience and List of References: Include descriptions of similar projects completed by the Vendor and a list of at least 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).

19.3 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.

19.4 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.

20. Completed Proposal Pricing Form:

20.1 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 VP8000, VM7830 and VP 5330, 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 8.1.1 - Viking Key loader Kit	2	\$
Section 8.1.2 - Keyloader Cable, USB, Vp-T	2	\$
Section 8.1.3 - Keyloader Cable, USB-C to RJ45, VM-t, Vp-T	2	\$
Section 8.1.4 - Rapid Rate 6 unit Chargers for KNB-31A/32N/33L/41NC/47L/48L/50N C, CEC Compliant	50	\$
Section 8.1.5 - Wall mount Bracked for Multibag Charger VP-	50	\$
Section 8.1.6 - Speaker Microphone Compatible with ANR Feature	15	
Section 8.1.7 - Kenwood Battery, 2600MAH LI-ION	575	\$
Section 8.1.8 - Wideband Antenna	10	\$
Section 8.1.9 - Antenna, 403-430 MHz, low profile	50	\$
Section 8.1.10 - Charger Rapid Rate, Single Unit, KNB-31A/32N/33L	115	\$
Section 8.1.11 - Preperation of Radios by vendor - county provided	N/A	\$
Section 8.1.12 - Preperation of Radios by Vendor - develop	N/A	\$
Section 8.1.13 - Armada Software	N/A	\$
Section 8.1.14 - Viking Vault	N/A	\$
Section 8.1.15 - Armada Overview	4	\$
Section 8.1.16 - Viking Armada Programmer Training	4	\$
Section 8.1.17 - Viking Armada Advanced Programmer Training	4	\$
Section 8.7.18 - Unkown course - to certify technician as described	2	\$

21. Other Proposal Requirements:

- 21.1 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.
- 21.2 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.

22. Insurance:

- 22.1 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.
- 22.1.1 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.
- 22.1.2 All certificates shall have the endorsements contained verbatim in Exhibit IC attached.

23. ASSIGNMENT:

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

24. LEGAL COMPLIANCE:

- 24.1 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

25. ACCOUNTABILITY:

- 25.1 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.

26. Disqualification:

- 26.1 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.

26.2 Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

27. Small and/or Minority-Owned Businesses:

27.1 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