

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of

January

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of Boone County does hereby approve the request by Crown Diversified Industries Corp. to rezone from R-S (Single-Family Residential) to C-G (General Commercial) on 3.75 acres, more or less, located at 7208 E I-70 Dr. SE, Columbia, Missouri.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon *ml*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 2nd day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of Boone County does hereby approve a petition submitted by Nicholas and Stephanie Golda for permission to vacate and re-plat Lot 9 of Pierpont Meadows as recorded in Plat Book 12, Page 101 of Boone County Records and located at 1202 E. Pierpont Meadows Road Columbia, Missouri.

Said vacation is not to take place until the re-plat is approved.

Done this 2nd day of January, 2019.

ATTEST:

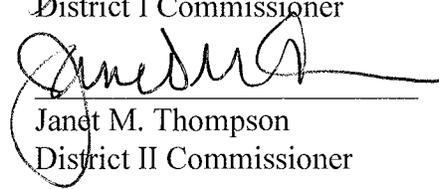
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

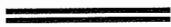


Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 2nd day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of Boone County does hereby table until the March 5, 2019 Commission meeting, a request by 3101 S Olivet LLC to rezone from A-1 (Agriculture) to REC-P (Planned Recreation) and to approve a Review Plan for Somerton Event Center on 13.63 acres, more or less, located at 3101 S Olivet Road Columbia, Missouri.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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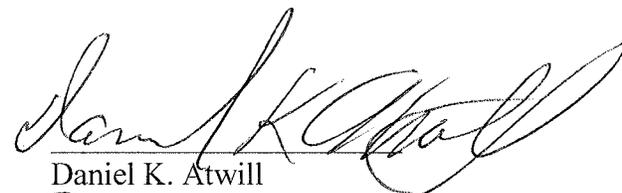
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of Boone County does hereby approve the request by Omkara LLC to approve a Final Development Plan for Godas Leatherwood Center on 3.64 acres located at 1505 W Rte K Columbia, Missouri.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI

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January Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 2nd day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

- Lenze Estates. S8-T49N-R12W. A-2. Lenze Hardin, owner. Ronald G. Lueck, surveyor.
- Drake Ridge. S26-T50N-R14W. A-2. Donald A. Drake, owner. Steven R. Proctor, surveyor.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 2nd day of January 20 19
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the NASPO Value-Point cooperative contract 05715 by Joint Communications to purchase Davicom Radio Site Monitoring System Equipment from Comlab Telecommunications, Inc.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**PURCHASE AGREEMENT
FOR
Davicom Radio Site Monitoring System Equipment**

THIS AGREEMENT dated the 2nd day of January 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Comlab Telecommunications Inc.** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Davicom Site Monitoring System Equipment in compliance with all bid specifications and any addendum issued for the NASPO ValuePoint Cooperative Contract **05715**, Vendor quote #1153 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NASPO ValuePoint Cooperative Contract **05715** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following Davicom Radio Site Monitoring System Equipment as detailed in quote #1153:

	<u>Qty.</u>	<u>Unit/List</u>	<u>Ext. List Total</u>	<u>15% Disc. off List</u>	<u>Net Total</u>
DV-Micro-1/P2	30	\$2,821.00	\$84,630.00	\$12,694.50	\$71,935.50
BPS1050	36	\$290.00	\$10,440.00	\$1,566.00	\$8,874.00
BPS5095	6	\$290.00	\$1,740.00	\$261.00	\$1,479.00
DavNet 1-10	1	\$3,573.00	\$3,573.00	\$535.95	\$3,037.05
DavNet EXS90	20	\$157.00	\$3,140.00	\$471.00	\$2,669.00
Shipping: Included					\$0.00

GRAND TOTAL

\$87,994.55

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 70 calendar days after receipt of order. Deliver to Boone County Joint Communications, Attn: Dave Dunford, 2145 E. County Drive, Columbia, MO 65202. Contact Phone: (913) 208-9561.

FOB Destination: All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications, Attn: Pat Schreiner, 2145 E. County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the

billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

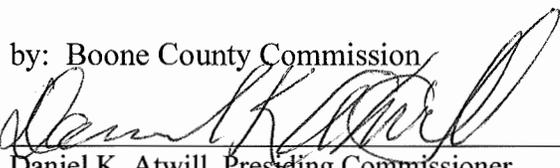
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

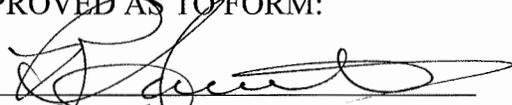
COMLAB TELECOMMUNICATIONS INC.

by 
title JOHN AKERN
President

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 by jj 12/19/2018 2706-91300 - \$87,994.55
Signature Date Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal

laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

05715 Public Safety Communications Support Equipment

Bid Tabulation/Cost - Draft

Maximum Evaluation Points Available = 600 per category

Lowest sample product cost per category will receive 600 points. Higher cost will receive proportionately points based on the formula below:

Higher score/lowest score X available evaluation points (600)

1. Batteries, Modular Flooded Lead Acid (600 Points)	GTS	Motorola
Discount	NO BID	NO BID
List Price		
Discount		
Net Price		
Evaluated Price		
Awarded Points		
2. Batteries, Modular Valve Regulated Lead Acid	GTS	Motorola
Discount	NO BID	NO BID
List Price		
Discount		
Net Price		
Evaluated Price		
Awarded Points		
3. Batteries, Mono-Block Valve Regulated Acid	GTS	Motorola
Discount	NO BID	NO BID
List Price		
Discount		
Net Price		
Evaluated Price		
Awarded Points		
4. Batteries, Portable Radio	GTS	Motorola
Discount	52.0%	27.0%
List Price	\$ 115.00	\$ 142.00
Discount	\$ 59.80	\$ 38.34
Net Price	\$ 55.20	\$ 103.66
Evaluated Price	\$ 55.20	\$ 103.66
Awarded Points	600	320

5. Equipment Shelters, Ballasted	Pioneer	Sabre
Discount	5%	NO BID
List Price	\$ 33,435.00	
Discount	\$ 1,671.75	
Net Price	\$ 31,763.25	
Evaluated Price	\$ 31,763.25	
Awarded Points	600	

6. Equipment Shelters, Concrete	Pioneer	Sabre
---------------------------------	---------	-------

Evaluated Price	
Awarded Points	

18. Monitoring & Alarm, Radio Network	Bird	ComLab
Discount	REJECTED	15.0%
List Price		\$ 32,396.00
Discount		\$ 4,859.40
Net Price		\$ 27,536.60
Evaluated Price		\$ 27,536.60
Awarded Points		287

19. Power Systems, DC Conversion - NO BIDS RECEIVED
Discount
List Price
Discount
Net Price
Evaluated Price
Awarded Points

20. Power Systems, Fuel Cell	Altery
Discount	10.0% Altery - Shipping p
List Price	\$ 21,586.00
Discount	\$ 2,158.60
Net Price	\$ 19,427.40
Evaluated Price	\$ 19,427.40
Awarded Points	600

21. Power Systems, Electro-Mechanical Generators - NO BIDS RECEIVED
Discount
List Price
Discount
Net Price
Evaluated Price
Awarded Points

22. Power Systems, Uninterruptable Power Supply - NO BIDS RECEIVED
Discount
List Price
Discount
Net Price
Evaluated Price
Awarded Points

23. Test Equipment, Multifunction Radio Test Set	Cobham	Freedom
Discount	3.00%	2.00%
List Price	\$ 28,627.00	\$ 19,551.00

QUOTATION

Quote N^o: 1153



Comlab Telecommunications Inc.
2272 Léon-Harmel, Quebec, G1N
4L2, Quebec
1-877-282-3380
john.ahern@comlab.com
www.davicom.com

Account Details

Boone County

, Missouri
, United States

Contact Details

Dave Dunford
Phone: 913-208-9561
Mobile: 913-208-9561
Email: ddunford@kc.rr.com

Quote Date: 17/10/2018 16:35

Quoted by: John Ahern

Description	Qty	Unit Price	Total	Disc.(15 %)	Net Total
DV-Micro-1/P2 DV-Micro Package 2, including: Expandable RTU, 1 RU height, 1/2 width unit . Includes 8 metering, 8 status, 8 relays, 1 audio input, internal dialup modem (voice interface and DTMF control), 1 Ethernet port, 1 USB Host and 1 USB Device. Modbus capable. No RS232 reach through port.;DV-Micro I/O board with extended range on metering inputs, 0-60V (1 required per DV-Micro);In-Line 12 VDC Power Supply (with Neutrik female XLR4 end connector) for DV products;Temperature and Humidity Sensor, 0-80°C, 0-100%RH	30	\$ 2,821.00	\$ 84,630.00	\$ 12,694.50	\$ 71,935.50
BPS1050 Bidirectional RF Power Sensor 30 - 500 MHz, F-F, N-type connectors	36	\$ 290.00	\$ 10,440.00	\$ 1,566.00	\$ 8,874.00
BPS5095 Bidirectional RF Power Sensor 500 - 950 MHz, F-F, N-type connectors	6	\$ 290.00	\$ 1,740.00	\$ 261.00	\$ 1,479.00
DavNet 1-10 Multi-Site Management Software for up to 10 DAVICOMS	1	\$ 3,573.00	\$ 3,573.00	\$ 535.95	\$ 3,037.05
DavNet EXS90 DavNet extra sites licenses (11-100) each	20	\$ 157.00	\$ 3,140.00	\$ 471.00	\$ 2,669.00
Shipping Included	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

QUOTATION

Quote N°: 1153



-  Comlab Telecommunications Inc.
2272 Léon-Harmel, Quebec, G1N
4L2, Quebec
-  1-877-282-3380
-  john.ahern@comlab.com
-  www.davicom.com

Terms & Conditions

Shipping from Champlain NY (12919) not included (Unless otherwise indicated).

Any applicable taxes not included.

Valid for 60 days.

Sub-Total	\$ 87,994.55
Tax	\$ 0.00
Grand Total (USD)	\$ 87,994.55



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

REQUEST FOR PROPOSAL (RFP)

**The State of Washington Department of Enterprise Services in furtherance of
NASPO ValuePoint Cooperative Purchasing Program**



Title: Public Safety Communication Support Equipment

SOLICITATION DOCUMENT

Solicitation Number

05715

Pre-proposal Conference Date & Time

October 15, 2015 1:00 pm PT

Proposal Due Date &Time

November 24, 2015 2:00 pm PT

Neva Peckham
Procurement Coordinator
Phone: (360) 407-9411
E-mail:neva.peckham@des.wa.gov

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

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

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

Street Address: 1500 Jefferson Street SE
Olympia, Washington 98501

**BIDDER'S AUTHORIZED OFFER
(PROPOSAL SIGNATURE PAGE)**

RFP 05715- Public Safety Communication Support Equipment
Issued by the State of Washington in furtherance of NASPO ValuePoint

Certifications and Assurances

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

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

7. By submitting a response to this RFP, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

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

Bidder's Signature

Company Name

Title

Date

CHECKLIST

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

MINIMUM REQUIRED SUBMITTALS

- Bidder's Authorized Offer *(Signed)*
- Proposal Amendment(s) *(if applicable)*
- Appendix D Bidder Information and Profile
- Appendix E Contract Management and Performance Plan
- Appendix F Nationwide Network of Subcontractors/Dealers/Distributors
- Appendix G Specifications
- Appendix H Price Worksheets
- Appendix I Customer Reference Questionnaire *(from minimum of 4 references)*
- Appendix N Sample Quote Form
- Appendix O Exceptions
- Appendix P Supplier Diversity Plan

The following documents need not be returned:

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

TABLE OF CONTENTS

BIDDER’S AUTHORIZED OFFER 2
CHECKLIST 4

1. SOLICITATION OVERVIEW..... 8

1.1 ACQUISITION AUTHORITY..... 8
1.2 NASPO VALUEPOINT..... 8
1.3 STANDARD DEFINITIONS 8
1.4 SOLICITATION AMENDMENTS 8
1.5 CONTRACT FORMATION..... 8
1.6 INCORPORATION OF DOCUMENTS INTO CONTRACT 8
1.7 RIGHT TO CANCEL..... 8
1.8 MODEL CONTRACT 8
1.9 NON-ENDORSEMENT AND PUBLICITY 9
1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE) 9

2. SUMMARY OF OPPORTUNITY..... 10

2.1 PURPOSE..... 10
2.2 BACKGROUND 10
2.4 CONTRACT SCOPE..... 10
2.5 PURCHASERS (PARTICIPATING ENTITIES) 10
2.6 CONTRACT TERM..... 10
2.7 ESTIMATED USAGE 10
2.8 AWARD 11

3. TIMELINE..... 11

3.1 PROCUREMENT SCHEDULE..... 11
3.2 PRE-PROPOSAL CONFERENCE..... 11
3.3 COMPLAINT, DEBRIEF AND PROTEST 12

4. INSTRUCTIONS TO BIDDERS..... 12

4.1 BIDDER COMMUNICATION RESPONSIBILITIES..... 12
4.2 BIDDER AUTHORIZED REPRESENTATIVE 13
4.3 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS) 13
4.4 PREPARATION OF PROPOSALS..... 13
4.5 ALTERATIONS TO OFFICIAL DOCUMENTS AND CONFLICTING MATERIALS..... 14
4.6 WITHDRAWAL OR MODIFICATION OF PROPOSAL..... 15
4.7 BIDDER INFORMATION AND PROFILE..... 15
4.8 PAYMENT TERMS..... 15
4.9 PROPOSAL PRICING 15
4.10 CUSTOMER REFERENCES 16
4.11 EQUIPMENT/PRODUCT DEMONSTRATION 16
4.12 PUBLIC RECORDS AND EXEMPT INFORMATION 16
4.13 DESCRIPTIVE LITERATURE..... 17
4.14 SAMPLES..... 17
4.15 SPECIFICATIONS..... 17

5. BIDDER QUALIFICATIONS 18

5.1 BIDDER’S CONTRACT MANAGEMENT AND PERFORMANCE PLAN 18

5.2 SHIPPING AND RISK OF LOSS 18
5.3 USE OF NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS 19
5.4 FEDERAL FUNDING 19
5.5 FEDERAL RESTRICTIONS ON LOBBYING 19
5.6 FEDERAL DEBARMENT AND SUSPENSION 20
5.7 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS..... 20
5.8 MERCURY CONTENT AND PREFERENCE..... 20

6.	SUCCESSFUL BIDDER RESPONSIBILITIES	20
6.1	NO COSTS OR CHARGES.....	20
6.2	POST AWARD CONFERENCE	20
6.3	CONTRACT MANAGEMENT.....	20
6.4	NASPO VALUEPOINT EMARKET CENTER.....	20
6.5	CONTRACT ADMINISTRATION FEES.....	20
6.6	NASPO VALUEPOINT CONTRACT SALES REPORTS	21
7.	PRICING (COST FACTORS).....	21
7.2	NO BEST AND FINAL OFFER	21
7.3	VOLUME/PROMOTIONAL DISCOUNTS	21
7.4	PRICE ADJUSTMENTS.....	21
8.	PROPOSAL EVALUATION AND CONTRACT AWARD.....	21
8.1	EVALUATION PROCESS	21
8.2	SELECTION OF APPARENT SUCCESSFUL BIDDER(S).....	26
8.3	ANNOUNCEMENT OF APPARENTLY SUCCESSFUL BIDDER	26
	APPENDIX A - COMPLAINT, DEBRIEF AND PROTEST PROCEDURES	27
	APPENDIX B - STANDARD DEFINITIONS.....	30
	APPENDIX C - NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS	34
	APPENDIX D- BIDDER INFORMATION AND PROFILE.....	48
	APPENDIX E - CONTRACT MANAGEMENT AND PERFORMANCE PLAN	51
	APPENDIX F - NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS	53
	APPENDIX G - SPECIFICATIONS	55
1.	BATTERIES, MODULAR FLOODED LEAD ACID	56
2.	BATTERIES, MODULAR VALVE REGULATED LEAD ACID	58
3.	BATTERIES, MONO-BLOCK VALVE REGULATED LEAD ACID	60
4.	BATTERIES, PORTABLE RADIO.....	62
5.	EQUIPMENT SHELTERS, BALLASTED	66
6.	EQUIPMENT SHELTERS, CONCRETE	68
7.	EQUIPMENT SHELTERS, FIBERGLASS	70
8.	EQUIPMENT SHELTERS, FRAMED LIGHT-WEIGHT	72
9.	EQUIPMENT SHELTERS, OUTDOOR CABINET.....	74
10.	FURNITURE, DISPATCH CONSOLE	76
11.	INTEROPERABILITY GATEWAY DEVICES	77
12.	MICROWAVE RADIO, NATIVE IP, 3-6 GHZ.....	82
13.	MICROWAVE RADIO, NATIVE IP, 900 MHZ.....	84
14.	MONITORING & ALARM, ENVIRONMENTAL.....	86
15.	MONITORING & ALARM, RADIO NETWORK	91
16.	POWER SYSTEMS, DC CONVERSION	94
17.	POWER SYSTEMS, FUEL CELL.....	96
18.	POWER SYSTEMS, ELECTRO-MECHANICAL GENERATORS	98
19.	POWER SYSTEMS, UNINTERRUPTABLE POWER SUPPLY (UPS)	102
20.	TEST EQUIPMENT, MULTIFUNCTION RADIO TEST SET	104
21.	TEST EQUIPMENT, SPECIALIZED RF INSTRUMENTS	113
22.	TOWERS, OVERALL SPECIFICATION	116
23.	TOWERS, ACCESSORIES & APPURTENANCES.....	122
24.	TOWERS, DEPLOYABLE / TEMPORARY.....	124
25.	TOWERS, GUYED.....	127
26.	TOWERS, GUYED, LIGHT	133
27.	TOWERS, LATTICE	138

28.	TOWERS, LATTICE, LIGHT.....	144
29.	TOWERS, MONOPOLE.....	149
30.	TOWERS, PASSIVE MICROWAVE REPEATER.....	155

APPENDIX H – PRICE WORKSHEETS..... 158

1.	BATTERIES, MODULAR FLOODED LEAD ACID	158
2.	BATTERIES, MODULAR VALVE REGULATED LEAD ACID	158
3.	BATTERIES, MONO-BLOCK VALVE REGULATED LEAD ACID	159
4.	BATTERIES, PORTABLE RADIO.....	159
5.	EQUIPMENT SHELTERS, BALLASTED	160
6.	EQUIPMENT SHELTERS, CONCRETE	160
7.	EQUIPMENT SHELTERS, FIBERGLASS	161
8.	EQUIPMENT SHELTERS, FRAMED LIGHT-WEIGHT	161
9.	EQUIPMENT SHELTERS, OUTDOOR CABINET.....	162
10.	FURNITURE, DISPATCH CONSOLE	162
11.	INTEROPERABILITY GATEWAY DEVICES.....	163
12.	MICROWAVE RADIO, NATIVE IP, 3-6 GHZ.....	163
13.	MICROWAVE RADIO, NATIVE IP, 900 MHZ.....	164
14.	MONITORING & ALARM, ENVIRONMENTAL.....	164
15.	MONITORING & ALARM, RADIO NETWORK	165
16.	POWER SYSTEMS, DC CONVERSION	165
17.	POWER SYSTEMS, FUEL CELL.....	166
18.	POWER SYSTEMS, ELECTRO-MECHANICAL GENERATORS	166
19.	POWER SYSTEMS, UNINTERRUPTABLE POWER SUPPLY (UPS)	167
20.	TEST EQUIPMENT, MULTIFUNCTION RADIO TEST SET	167
21.	TEST EQUIPMENT, SPECIALIZED RF INSTRUMENTS	168
22.	TOWERS, OVERALL SPECIFICATION	168
23.	TOWERS, ACCESSORIES & APPURTENANCES.....	169
24.	TOWERS, DEPLOYABLE / TEMPORARY.....	169
25.	TOWERS, GUYED.....	170
26.	TOWERS, GUYED, LIGHT	170
27.	TOWERS, LATTICE	171
28.	TOWERS, LATTICE, LIGHT.....	171
29.	TOWERS, MONOPOLE.....	172
30.	TOWERS, PASSIVE MICROWAVE REPEATER.....	172

APPENDIX I - CUSTOMER REFERENCE QUESTIONNAIRE 173

APPENDIX J – INTENT TO PARTICIPATE 177

APPENDIX K - INDIVIDUAL STATES’ TERMS AND CONDITIONS 178

APPENDIX L - PROCUREMENT REFORM SMALL BUSINESS FACT SHEET 200

APPENDIX M – SAMPLE PARTICIPATING ADDENDUM..... 203

APPENDIX N - SAMPLE QUOTE FORM 206

APPENDIX O – EXCEPTIONS 210

APPENDIX P – SUPPLIER DIVERSITY PLAN..... 211

APPENDIX Q – MODEL CONTRACT 212

1. SOLICITATION OVERVIEW

1.1 ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services (DES) acting through its Contract, Procurement and Risk Management (DES) issues this Request for Proposal (RFP) acting under the authority of its enabling legislation Revised Code of Washington (RCW) 39.26.

1.2 NASPO VALUEPOINT

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

1.3 STANDARD DEFINITIONS

See Appendix B Standard Definitions.

1.4 SOLICITATION AMENDMENTS

Prior to submittal due date and time, the DES reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement. DES does not guarantee Bidder will receive every notification. It is the Bidder's responsibility to check WEBS for any amendments/updates to RFP prior to submitting bid. Bidders may be required to sign and return solicitation amendments with their proposal. Bidders must carefully read each amendment to ensure they have met all requirements of the Solicitation.

1.5 CONTRACT FORMATION

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

1.6 INCORPORATION OF DOCUMENTS INTO CONTRACT

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

1.7 RIGHT TO CANCEL

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

1.8 MODEL CONTRACT

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

The apparent successful bidder(s) will be expected to execute the Contract within ten (10) business days of its receipt of the final Contract. If the selected bidder fails to sign the Contract within the allotted ten (10) business days' time frame, the DES may consider the apparent successful bidder to be non-responsive and may elect to cancel the intended award, and award the Contract to another bidder, or cancel or reissue this solicitation (see [Section 1.7, Right to Cancel Solicitation Document](#)). Bidder's submission of a response to this solicitation constitutes acceptance of these Contract requirements.

1.9 NON-ENDORSEMENT AND PUBLICITY

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

1.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

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

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

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

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

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

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

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

Bidders must include their [Company's Diversity Plan in Appendix P](#).

2. SUMMARY OF OPPORTUNITY

2.1 PURPOSE

The purpose of this solicitation is to solicit proposals from manufacturers of public safety communication equipment to establish contracts/master agreements for the purchase of voice communication support equipment. It is anticipated that multiple vendor awards by product category will be made.

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

1. Gateway Devices
2. Microwave Radios(3-6 GHz and 900 MHz)
3. Batteries
4. Shelters
5. Furniture
6. Towers
7. Power Systems
8. Monitoring & Testing

During the term of the contract it may be amended to accommodate customer needs for public safety communication equipment in categories or subcategories not originally included in the initial RFP and awarded contracts, including new and improved technology products introduces into the marketplace. Awarded Vendors may request consideration for inclusion of new and improved technology, however all requests will be approved by the Lead State Contract Administrator.

2.2 BACKGROUND

This Contract is for the purchase of public safety communication support equipment by public safety and general government customers. This contract is intended to complement contract 06913 NASPO ValuePoint Public Safety Communication Equipment.

2.4 CONTRACT SCOPE

The purpose of this Contract is to enable authorized purchasers to purchase public safety communication equipment. See Section 1.1 Contract Scope of the Model Contract for more information.

2.5 PURCHASERS (PARTICIPATING ENTITIES)

Purchasers/Purchasing Entities include members of the NASPO ValuePoint Cooperative Purchasing Program. See Section 1.6 Purchasers/Participating Entities of the Model Contract for more information.

2.6 CONTRACT TERM

The initial term of this Contract is for approximately two (2) years from the effective date of the Contract through June 30, 2018 with the option to extend for additional term(s) or portions thereof not to exceed a total term of five (5) years. See Section 1.5 Contract Term of the Model Contract for more information.

2.7 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial term of the contract may approximate an aggregate total of \$250,000,000 for contract products and services. See Section 1.4 Estimated Usage of the Model Contract for more information.

2.8 AWARD

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

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

3. TIMELINE

3.1 PROCUREMENT SCHEDULE

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

Projected Schedule of Events:

Date/Time	Event
October 5, 2015	Issue Solicitation document (available for download from www.des.wa.gov/webs)
October 15, 2015	Bidder Pre-proposal Conference (see Section 3.2 for location/directions, etc.)
October 27, 2015	Deadline for Bidder Questions, Comments, and Complaints
November 3, 2015	Amendment issued, if applicable
November 24, 2015	Proposals Due
November 30, 2015 - December 18, 2015	Evaluation
January 12, 2016	Anticipated announcement of Apparent Successful Bidder(s)
January 13 - January 20, 2016	Bidder debriefs (as requested)
January 26, 2016	Award Notification
January 27 - February 29, 2016	Master Agreement/Contract Negotiation
March 1, 2016	Anticipated Contract/Master Agreement Start Date
March 17, 2016	Phase 2 Vendor Kick-Off Meeting (Location TBD)

3.2 PRE-PROPOSAL CONFERENCE

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

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

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

Pre Proposal Date: Thursday, October 15, 2015

Time: 1:00 pm PT to estimate 5:00 pm PT

Location: 1ST Floor Conference Room at:
Department of Enterprise Services
1500 Jefferson Street SE
Olympia, WA 98501

3.3 COMPLAINT, DEBRIEF AND PROTEST

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

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

Debrief: Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the bidder's bid/proposal. A debrief is a required prerequisite for a bidder wishing to lodge a protest. Following the evaluation of the bids/proposals, DES will issue an Announcement of the Apparent Successful Bidder (ASB). That announcement may be made by any means but DES will likely use email to the bidder's email address provided in the bidder's bids/proposals. Bidders will have three business days to request a debrief meeting. Once a debrief meeting is requested, DES will offer the requesting bidder one meeting opportunity and notify the bidder of the meeting place, date and time. Please note, because the debrief process must occur before making an award, DES will likely schedule the debrief meeting shortly following the Announcement of the ASB and the bidder's request for a debrief meeting. DES will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, bidders should plan for contingencies and alternate representatives and bidders unwilling or unable to attend the debrief meeting will lose the opportunity to protest.

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

4. INSTRUCTIONS TO BIDDERS

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

4.1 BIDDER COMMUNICATION RESPONSIBILITIES

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

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

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

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

4.2 BIDDER AUTHORIZED REPRESENTATIVE

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

4.3 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Services' WEBS at <http://www.ga.wa.gov/webs>
2. Maintaining an accurate Vendor profile in WEBS
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation

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

4.4 PREPARATION OF PROPOSALS

Due date and time:

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

Format:

The submittals for this solicitation shall consist of one (1) electronic copy on a computer disk (CD or DVD) or USB flash drive. The electronic copy of Bidder proposal shall contain a folder for each required submittal. Each folder will contain a copy in the following formats; (1) MS Word, (2) Searchable PDF, and (3) Redacted Version. For example:

Folder #1 - Certification and Assurances

Folder #2 – Amendments

Folder #3 - Appendix D Bidder Information and Profile

Folder #4 – Appendix E Contract Management and Performance Plan

Folder #5 – Appendix F Authorized Subcontractors/Dealers/Distributors

Folder #6 – Appendix G Mandatory Specifications

Folder #7 – Appendix H Price Worksheets

Folder #8 – Appendix Q Model Contract

Folder #9 – Appendix N Sample Quote Form

Folder #10 – Appendix O Exceptions

Folder #11 – Appendix P Supplier Diversity Plan

Unsigned proposals will be rejected on opening unless satisfactory evidence was submitted clearly establishing the bidder's desire and intent to be bound by the proposal, such as a signed cover letter. Incomplete or illegible proposals may be rejected.

Opening of Proposals:

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

Identification and Delivery:

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

Bidder's Address	Mailing:
Solicitation Number	Department of Enterprise Services
Opening date and time	PO Box 41411
Name of Procurement Coordinator	Olympia WA 98504-1411

Street Address:
Department of Enterprise Services
1500 Jefferson Street, SE
Olympia, Washington 98501

4.5 ALTERATIONS TO OFFICIAL DOCUMENTS AND CONFLICTING MATERIALS

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

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

Proposed exceptions and/or revisions shall be submitted as follows:

- Method: All exceptions and/or proposed revisions shown must use the solicitation document as the baseline document and the "Track Changes" feature of MS Word is to be used to show any proposed exceptions and/or revisions. Exceptions document will be a separate submittal and labeled Bidder Exceptions. Exceptions document will be contained in a separate folder with the Bidder response to RFP 05715.
- Required Format: MS Word.

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

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

4.6 WITHDRAWAL OR MODIFICATION OF PROPOSAL

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

Prior to response due date and time:

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

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

After response due date and time:

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

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

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

4.7 BIDDER INFORMATION AND PROFILE

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

4.8 PAYMENT TERMS

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

4.9 PROPOSAL PRICING

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

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

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

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

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

In response to each specification line item, identify your part/model number which meets the specified performance, feature or accessory. The cost elements will be included on the price worksheets:

- 1) Manufacturer's List Price
- 2) Percentage Discount
- 3) Net Price
- 4) Shipping

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

4.10 CUSTOMER REFERENCES

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

4.11 EQUIPMENT/PRODUCT DEMONSTRATION

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

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

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

4.12 PUBLIC RECORDS AND EXEMPT INFORMATION

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

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

- DES will maintain the confidentiality of bidder documents only if a bidder clearly and prominently marks them as "CONFIDENTIAL" or "PROPRIETARY" or "TRADE SECRET."

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

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

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

DES will NOT:

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

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

4.13 DESCRIPTIVE LITERATURE

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

4.14 SAMPLES

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

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

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

4.15 SPECIFICATIONS

Bidder shall complete and return the Appendix G Specifications for each category of public safety communication support equipment for which they wish to compete for an award. Several categories of public safety communication support equipment have been identified in this RFP. These include: Microwave Radios, Gateway Devices, Batteries, Shelters, Furniture, Towers, Monitoring & Testing, and Power Systems.

A single target product specification is used for all categories/subcategories.

For each category for which Bidders wish to compete for an award, in addition to identifying the brand and model number of the product being offered as meeting the target specifications, Bidders will need to provide a response

for each specification line item in the column identified “Describe/explain how Vendor meets or exceeds specifications.” Bidders may submit additional pages (up to a maximum equivalent of five single-sided pages (12 point font) per target product) if more space is needed to describe/explain how specifications are meet or exceeded. Descriptive product literature (without page limitation) may also be provided as deemed necessary by the Bidder and may be submitted as an attachment to Appendix G Specifications.

5. BIDDER QUALIFICATIONS

5.1 BIDDER’S CONTRACT MANAGEMENT AND PERFORMANCE PLAN

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

1. Provide an organizational chart identifying key people to be involved in the performance of the contract in the event of award. Include job titles and a brief description of their proposed job duties for these key people.
2. Describe company experience and history supplying and servicing the equipment offered. Also describe your plans for:
 - a. Collecting and reporting quarterly contract sales to Lead State and NASPO ValuePoint on quarterly basis, and to other Purchasing Entities under the terms of a completed Participating Addendum.
 - a. Paying quarterly contract administrative fees to Lead State (Washington) for in-state sales, NASPO ValuePoint, and to other Purchasing Entities who require it under the terms of a completed Participating Addendum.
5. Describe your plan to provide contract customers with product and service information and assistance with order development, placement, and tracking. If you plan to utilize a dedicated website in support of the contract, describe the details. Include how you plan to provide customers with telephone assistance with order development and placement. Describe Help Desk services available for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
6. Describe your plan to provide contract customers assistance resolving invoicing and payment issues and problems.
7. Describe how customers will be provided support for the following:
 - Equipment configuration and system design.
 - Technical support services.
 - Equipment installation services.
 - Training (no cost training and specialized training available at additional charge).
 - Equipment warranty.
 - Equipment repair after warranty period.

5.2 SHIPPING AND RISK OF LOSS

Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser’s specified destination with all transportation and handling charges included. However, for the category Microwave Antennas only, additional freight charges may be prepaid and added to the invoice to cover the additional cost of shipment from the nearest port city to the Purchaser’s receiving facility located outside the contiguous United States, provided the Purchaser approves the additional freight charge at the time of order placement.

The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered

hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

Section 4.16 Pricing provides additional detail regarding shipping requirements.

5.3 USE OF NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

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

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

5.4 FEDERAL FUNDING

See related Section 10.7 Federal Funding of the Model Contract.

5.5 FEDERAL RESTRICTIONS ON LOBBYING

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

5.6 FEDERAL DEBARMENT AND SUSPENSION

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

5.7 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

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

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

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

5.8 MERCURY CONTENT AND PREFERENCE

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

6. SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

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

6.2 POST AWARD CONFERENCE

See Section 2.4 Post Award Conference of the Model Contract.

6.3 CONTRACT MANAGEMENT

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

6.4 NASPO ValuePoint eMARKET CENTER

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

6.5 CONTRACT ADMINISTRATION FEES

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

6.6 NASPO ValuePoint CONTRACT SALES REPORTS

See Appendix C ValuePoint Master Agreement Terms and Conditions, Section 27 for the details on this Contract requirement.

7. PRICING (COST FACTORS)

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

7.2 NO BEST AND FINAL OFFER

Responses should be submitted on the most favorable terms that Bidder intends to offer. The DES reserves the right to make an award without further discussion of the Response submitted; however, DES may determine that a best and final offer request may be required to ensure the states are receiving the best value.

7.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the ceiling or maximum price Contractor is permitted to charge Purchasers. However, the Contractor may also offer volume and/or promotional price discounts to Purchasers provided such discounts are offered equally to all eligible Contract Purchasers.

7.4 PRICE ADJUSTMENTS

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

8. PROPOSAL EVALUATION AND CONTRACT AWARD

8.1 EVALUATION PROCESS

8.1.1 General Provisions

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

8.1.2 Initial Determination of Responsiveness

Proposal Responses will be reviewed initially by the Procurement Coordinator to determine compliance with administrative requirements as specified herein on a pass/fail basis. DES reserves the right to determine at its sole discretion whether a Bidder's response to a minimum RFP requirement is sufficient to pass. However, if all bidders fail to meet any single RFP requirement, DES may reject all proposals and cancel the RFP or waive the requirement from the RFP's criteria for responsiveness. Responsive proposals will be further evaluated based on the RFP requirements.

8.1.3 Evaluation of Responsibility

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

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

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

8.1.4 Best Value

When Proposals are evaluated to determine the "best value," DES may reject any or all proposals or overlook minor informalities in any proposal as is necessary to complete the evaluation process. Evaluations shall be made on a pass/fail basis for specifications and on a point allocation basis for non-cost and cost factors. Non-cost factors shall include: (1) the evaluation of vendor references (200 maximum evaluation points available), (2) management and performance plan (200 maximum evaluation points available) and use of (3) nationwide network of subcontractors/dealers/distributors (100 maximum evaluation points available); and Cost factors (600 maximum evaluation points available). A maximum of 1,100 total evaluation points shall be available for evaluation of proposals on a best value basis.

8.1.5 Reference Evaluation

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

For each category of equipment offered by the Bidder the Procurement Coordinator shall take each of the Bidder's completed and returned Appendix I Customer Reference Questionnaires and shall sum the ratings specified by the customer reference. A maximum of 25 evaluation points per questionnaire shall be available. (Should any issue be left blank or otherwise be unscored, a 1 service score shall be used for evaluation and summing purposes.)

If a completed questionnaire from a customer reference listed by the Bidder on Appendix D Bidder Information and Profile, was not received by DES, than the Procurement Coordinator (or his designee) may contact the

reference and request submission of the missing questionnaire. Up to three (3) attempts to contact the customer reference contact person will be attempted. Alternately, the Procurement Coordinator reserves the right to contact any known governmental customer of the vendor for one or more equipment categories/subcategories and to request the submission of a Customer Reference Questionnaire.

Should more than four customer references (for a given equipment category) be returned to the Procurement Coordinator, the four highest scored references shall be used in the evaluation process up to a maximum of six customer questionnaires. If more than six customer questionnaires are returned for the same specific category, then they will be sorted by date and time of receipt and the first six received would be included in the Bidder's evaluation score.

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

8.1.6 Evaluation Committee

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

The Procurement Coordinator will also review Appendix G Mandatory Specification, Appendix E Contract Management and Performance and Appendix F Use of National Network of Subcontractors/Dealers/Distributors submittals, provide input to the evaluation team, assemble evaluation aids, and perform other functions helpful to the evaluation committee. The committee may engage in a free flow of discussion with other committee members and the Procurement Coordinator prior to, during, and after proposal evaluation. Scoring may be performed in isolation, together as a group, or a combination of both.

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

8.1.7 Specification Evaluation

Bidders shall complete and return the Appendix G Mandatory Specification for the "target product" for each category for which they wish to compete for an award (reference Section 4.15 Specifications). There are nine (9) categories of public safety communication support equipment identified in this RFP.

Target product specifications are provided for each category.

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

8.1.8 Evaluation of Non-Cost Factors

a) **Customer Reference Questionnaires** (200 maximum available evaluation points)

The total evaluation score for four returned questionnaires will be summed for proposal evaluation and scoring purposes. (Reference [Section 4.10 Customer References](#) and Section 8.1.5 above for further details and more information.)

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

- b) **Contract Management and Performance Plan** (200 maximum available evaluation points) (See Section 5.1)
 - Organizational chart identifying key people (20 maximum available evaluation points)
 - Company experience and history (30 maximum available evaluation points)
 - Plan to provide contract customers with product and service information - (60 maximum available evaluation points)
 - Plan to provide contract customers assistance (10 maximum available evaluation points)
 - How customers will be provided service support (80 maximum available evaluation points)
- c) **Use of Nationwide Network of Subcontractors/Dealers/Distributors** (100 maximum available evaluation points) (See Section 5.3)
 - Contract management and communication plan (20 maximum available evaluation points)
 - Plan to use a network of subcontractors/dealers/distributors (20 maximum available evaluation points)
 - Subcontractor/Dealer/Distributor names, addresses, etc. (50 maximum available evaluation points) (Although not a factor in evaluation and scoring, identify any anticipated MWBE participating in planned contract performance.)
 - Plan for removing unsatisfactory subcontractors/dealers/distributors (10 maximum available evaluation points)

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

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

8.1.9 Cost/Price Evaluation (600 maximum available evaluation points per category)

Bidders are to list their proposal pricing for the target product as described for each equipment category that they wish to be considered for an award as requested in [Appendix H Price Worksheets](#). The Procurement Coordinator shall analyze and evaluate proposal pricing offered by each Bidder. The total net price will include the net price of target product, after percentage discounts plus all shipping costs and determined the Bidders overall cost for that category.

The Bidder with the lowest total evaluation price shall be assigned 600 evaluation points and Bidders with a higher evaluation price shall receive proportionally fewer evaluation points. (Lowest total evaluation price divided by the higher evaluation price times 600 evaluation points shall equal the number of evaluation points (rounded to whole number) used for evaluation purposes.)

For example, for a given category it was determined that the Bidder offering the lowest price for a product that met all target product specifications had a net total evaluation price of \$3,000.00. The maximum of 600 evaluation points would be assigned. The next higher priced Bidder's product meeting all target product

specifications had a net total evaluation price of \$3,025.00. They would receive 496 evaluation points (i.e. $\$3,000 / \$3,025 = 0.9917 \times 500 \text{ points} = 496 \text{ points}$ (rounded to the whole number) for evaluation purposes.)

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

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

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

8.1.10 Evaluation and Awards within Competitive Range

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

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

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

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

For example, for a given category it was determined by the evaluation team that the Bidder with the highest evaluated raw score totaled 186 points and were awarded by the Procurement Coordinator the 200 maximum number of available evaluation points. Another Bidder received a 178 score as determined by the evaluation team. They would be awarded 191 evaluation points by the Procurement Coordinator for their contract management and performance plan. (i.e. $178 / 186 = 0.957 \times 200 \text{ points} = 191 \text{ points}$ (rounded to the whole number) for evaluation purposes.)

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

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

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

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

8.2 SELECTION OF APPARENT SUCCESSFUL BIDDER(S)

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

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

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

8.3 ANNOUNCEMENT OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified through the issuance of Intent to Award notice when the DES has determined the Apparent Successful Bidder(s). Following the announcement of the Apparent Successful Bidder, bidders may request a debrief conference. See also [Section 3.3 Complaints, Debriefs and Protest](#) and [Appendix A Complaint, Debrief and Protest Procedures](#) for more information. Failure to follow instructions could result in your claim being denied.

APPENDIX A - COMPLAINT, DEBRIEF AND PROTEST PROCEDURES

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

1. COMPLAINT – PRE-SUBMISSION

1.1 Criteria for a complaint

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

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

1.2 Initiating a complaint

A complaint must:

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

A complaint should:

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

1.3 Response

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

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

1.4 Response is final

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

2. DEBRIEF CONFERENCE (PRE-CONDITION OF PROTEST)

Following announcement of the Apparent Successful Bidder:

2.1 Purpose of a debrief conference

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

2.2 Requesting a debrief conference

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

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

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

3. PROTEST

Following a debrief conference:

3.1 Criteria for a protest

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

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

3.2 Initiating a protest

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

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

3.3 Protest response

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

3.4 Decision is final

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

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

4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS AND PROTESTS

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

5. FORM AND SUBSTANCE, AND OTHER

All complaints, requests for debrief, and protest must:

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

In addition, all complaints and protests must:

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

How to contact DES:

COMPLAINT

Email

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

Subject line must include "Complaint."

Other

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

DEBRIEF

Email

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

Subject line must include "Debrief."

PROTEST

Email

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

Subject line must include "Protest."

Other

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

APPENDIX B - STANDARD DEFINITIONS

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

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the DES will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the DES, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation and Contract documents.
Bidder	A Vendor who submits a Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.

Contract	Means the State of Washington Master Agreement Number 05715, set forth as a Model Contract in Appendix Q, as finally executed.
Contract Administrator	The person designated to manage the resultant Contract for the DES. The primary contact for the DES with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with which the DES develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
DES	The Department of Enterprise Services and agency within the Washington authorized to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Help Desk	Shall mean a service provided by Vendor for the support of Vendor's Products. Purchaser shall report warranty or maintenance problems to Vendor's Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Master Agreement	Means the underlying agreement executed by and between the NASPO ValuePoint contract administrator, normally the Lead State, acting in furtherance of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
NASPO ValuePoint	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia.

NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State

Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the DES who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Purchasing Entity	Has the same meaning as "Purchaser" in the State of Washington Contract and is a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid/Proposal procedure and any amendments thereto issued in writing by the DES. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Proposal that meets all material terms of the Solicitation document.
Response	A Proposal.

Solicitation	The process of notifying prospective Bidders that the DES desires to receive competitive Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Request For Proposals (RFP), along with all attachments and exhibits thereto.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the DES.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs .



APPENDIX C - NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

1. MASTER AGREEMENT ORDER OF PRECEDENCE

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

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

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

2. DEFINITIONS

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

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

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

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

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

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting in furtherance of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company, is a subsidiary organization of the National Association of State Procurement Officials (NASPO) and the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO

cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

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

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

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

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

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

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

3. TERM OF THE MASTER AGREEMENT

The initial term of this Master Agreement is for two (2) years or through June. This Master Agreement may be extended beyond the original contract period for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. AMENDMENTS

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

5. ASSIGNMENT/SUBCONTRACTS

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State Contract Administrator. See Section 4.3 of the Contract sets out additional requirements for assignment and subcontracting.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. PRICE AND RATE GUARANTEE PERIOD

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation

supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. CANCELLATION

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

8. CONFIDENTIALITY, NON-DISCLOSURE, AND INJUNCTIVE RELIEF

Section 8.4 of the Contract prescribes requirements for protection of confidential and personal information.

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

9. RIGHT TO PUBLISH

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

10. DISPUTES, DEFAULTS, AND REMEDIES

Section 11 of the Contract sets forth the grounds, procedures, and notice required for termination of the Master Agreement by the Lead State Contract Administrator. Section 11 does not limit the right of cancellation in section 7 of these NASPO ValuePoint Master Agreement Terms and Conditions.

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

c. The disputes resolution panel provisions in section 10.1, Problem Resolution and Disputes, of the Contract shall govern only with respect to Purchasing Entities inside the State of Washington.

11. SHIPPING AND DELIVERY

The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Sections 5.2 and 5.3 of the Contract govern shipping, risk of loss, and delivery to Purchasing Entities.

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

12. CHANGES IN CONTRACTOR REPRESENTATION

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

13. FORCE MAJEURE

Neither party to this Master Agreement shall be held responsible for delay or default caused by acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences so long as they are beyond that party's reasonable control and could not have been avoided by exercising reasonable diligence. The provisions of section 10.3 of the Contract supplement these provisions. The Lead State Contract Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. INDEMNIFICATION

a. General immunity and hold harmless provisions applicable to the State of Washington agencies, officials, agents and employees are prescribed in section 9b of Appendix K, Washington State Supplemental Standard Terms and Conditions. With respect to other persons and entities, the Contractor shall defend, indemnify and hold harmless NASPO ValuePoint, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

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

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

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be

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

15. INDEPENDENT CONTRACTOR

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

16. INDIVIDUAL CUSTOMERS

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

17. INSURANCE

a. Insurance provisions for the State of Washington are prescribed in section 10 of Appendix K of the solicitation, Washington State Supplemental Standard Terms and Conditions. Unless otherwise agreed in a Participating Addendum by other Participating Entities, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

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

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

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

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State Contract Administrator a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State Contract Administrator that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage

contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entities rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

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

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

18. LAWS AND REGULATIONS

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

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

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

20. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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

21. ORDERING

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and preform an informal competition among the companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

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

22. PARTICIPANTS

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification,

and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

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

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

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

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of the Chief Procurement Official of the state where the Participating Entity is located. Contractors may upon request obtain a copy of the written authorization from the Lead State Contract Administrator. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

23. PAYMENT

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

24. PUBLIC INFORMATION

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

25. RECORDS ADMINISTRATION AND AUDIT

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other

duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

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

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

26. ADMINISTRATIVE FEES

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS

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

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

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be

delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section __ Attachment ____.

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

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. INSPECTION AND ACCEPTANCE

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

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

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

29. WARRANTY

Sections 7.3 and 7.4 of the Contract prescribe warranty requirements.

30. SYSTEM FAILURE OR DAMAGE

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

31. TITLE OF PRODUCT

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

32. WAIVER OF BREACH

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

33. ASSIGNMENT OF ANTITRUST RIGHTS

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

34. DEBARMENT

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

35. GOVERNING LAW AND VENUE

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

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

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO VALUEPOINT EMARKET CENTER

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

OR

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

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

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

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

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

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

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

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

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

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

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

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

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

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

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

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

37. CONTRACT PROVISIONS FOR ORDERS UTILIZING FEDERAL FUNDS

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

APPENDIX D- BIDDER INFORMATION AND PROFILE

Bidders shall provide the following required information. Where additional space is needed and/or where specifically requested, submit an additional letter. Bidders may add lines if regional locations are used.

- 1. Company Name:** _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX (if any): _____
Washington State Department of Revenue Registration Tax number: _____
Federal Tax ID No.: _____
Company Internet URL Address (if available): _____
- 2. Legal Status of the Bidder:**
Corporation: _____ Partnership: _____ Sole Proprietor: _____ Other: _____
- 3. Bidder's Authorized Representative:** (Reference Section 4.2 of the Solicitation Document and Section 2.3 of Appendix Q - Model Contract)
Name: _____
Title: _____
Phone: _____ FAX: _____ E-mail: _____
- 4. Orders to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
Internet address for company catalog (if available): _____
- 5. Billing will be from:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
- 6. Payment to be sent to:**
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ E-mail: _____
- 7. Minority/Women Owned Business (MWBE):** (Reference Section 1.10 of the Solicitation Document)

Yes: _____ No: _____ (Check only one): Minority: _____ Women: _____

Washington State Certification No: _____ Self-Certified: _____ (check if applicable)

8. **Reciprocity:** Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes _____ No _____.

9. **Payment Methods and Term:**

Prompt Payment Discount _____% 30 days or Net 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and proposal pricing will be reduced (for evaluation purposes only) by the amount of that discount(s). (Reference Section 4.8 Payment Terms of the Solicitation Document)

Purchasing (charge) Cards accepted: Yes _____ No _____. Payment by Purchasing Card may qualify for Prompt Payment Discount and no additional card fee or processing charge shall be permitted. Bidder is to identify the purchasing (charge) cards they accept:

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

- Reference name: _____
Contact person and telephone: _____
Equipment categories/subcategories: _____
- Reference name: _____
Contact person and telephone: _____
Equipment categories/subcategories: _____
- Reference name: _____
Contact person and telephone: _____
Equipment categories/subcategories: _____
- Reference name: _____
Contact person and telephone: _____
Equipment categories/subcategories: _____
- Reference name: _____
Contact person and telephone: _____
Equipment categories/subcategories: _____
- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

- Reference name: _____

Contact person and telephone: _____

Equipment categories/subcategories: _____

11. Contract Savings:

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

APPENDIX E - CONTRACT MANAGEMENT AND PERFORMANCE PLAN

Bidders are required to check the boxes they wish to be considered for an award. Bidders should provide responses to each of the following issues in an attachment to this Appendix. Restate the issue and provide your complete response. (Reference Section 5.1 Bidder's Contract Management and Performance Plan) Responses will be evaluated and scored in accordance with reference Section 8.1.8 Evaluation of Non-Cost Factors.

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

- Batteries
 - Modular Flooded Lead Acid
 - Modular Valve Regulated Lead Acid
 - Mono-Block Valve Regulated Lead Acid
 - Portable Radio
- Equipment Shelters
 - Ballasted
 - Concrete
 - Fiberglass
 - Framed Light-Weight
 - Outdoor Cabinet
- Furniture, Dispatch Console
- Interoperability Gateway Devices
- Microwave Radios
 - 3-6 GHz
 - 900 MHz
- Monitoring & Alarm
 - Environmental
 - Radio Network
- Power Systems
 - DC Conversion
 - Fuel Cell
 - Electro-Mechanical Generators
 - Uninterruptable Power Supply (UPS)
 - Uninterruptable Power Supply (UPS)
- Test Equipment
 - Multifunction Radio Test Set
 - Specialized RF Instruments
 - Multifunction Radio Test Set
- Towers
 - Accessories & Appurtenances
 - Deployable / Temporary
 - Guyed
 - Guyed, Light

- Lattice
- Lattice, Light
- Monopole
- Passive Microwave Repeater

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

2. Describe company experience and history supplying and servicing the equipment offered. Also describe your plans for:

- Collecting and reporting quarterly contract sales to Lead State and NASPO ValuePoint on quarterly basis, and to other Purchasing Entities under the terms of a completed Participating Addendum.
- Paying quarterly contract administrative fees to NASPO ValuePoint, to Lead State (Washington) for in-state sales, and to other Purchasing Entities who require it under the terms of a completed Participating Addendum.

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

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

5. Describe how customers will be provided support for the following:

- Equipment configuration and system design.
- Technical support services.
- Equipment installation services.
- Training (no cost training and specialized training available at additional charge).
- Equipment warranty.
- Equipment repair after warranty period.

APPENDIX F - NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

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

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

- Batteries
 - Modular Flooded Lead Acid
 - Modular Valve Regulated Lead Acid
 - Mono-Block Valve Regulated Lead Acid
 - Portable Radio
- Equipment Shelters
 - Ballasted
 - Concrete
 - Fiberglass
 - Framed Light-Weight
 - Outdoor Cabinet
- Furniture, Dispatch Console
- Interoperability Gateway Devices
- Microwave Radios
 - 3-6 GHz
 - 900 MHz
- Monitoring & Alarm
 - Environmental
 - Radio Network
- Power Systems
 - DC Conversion
 - Fuel Cell
 - Electro-Mechanical Generators
 - Uninterruptable Power Supply (UPS)
 - Uninterruptable Power Supply (UPS)
- Test Equipment
 - Multifunction Radio Test Set
 - Specialized RF Instruments
 - Multifunction Radio Test Set
- Towers
 - Accessories & Appurtenances
 - Deployable / Temporary
 - Guyed

- Guyed, Light
- Lattice
- Lattice, Light
- Monopole
- Passive Microwave Repeater

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

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

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

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

APPENDIX G - SPECIFICATIONS

BIDDER INSTRUCTIONS:

Bidders will provide the following information as instructed below. Bidder is not required to bid every category. Bidders must indicate their choice by indicating, NO BID, as shown in the sample below for categories Bidder chooses not to submit a bid. Failure to provide information as instructed may result in rejection and will not be further evaluated. The state reserves the right to seek clarification, if needed, and Bidder will designate a single point of contact to be available during the Evaluation Phase for this specific purpose. All clarifications will be requested via email to the contact email provided by the Bidder below. When seeking clarification, the state will make a single attempt to contact the designated person. It is the Bidder's responsibility to ensure the validity of the email address. Response to clarifying email is expected within 2 hours of receipt of email.

- 1) In each Category, identify the Manufacturer in the space provided.
- 2) Identify the Product Model Name/ Number in the space provided.
- 3) Indicate how Bidder meets or exceeds each mandatory requirement in the space provided.

Sample:

Manufacturer:	NO BID
Product Model Name/Number:	

Single Point of Contact for clarifying question during evaluation:

Contact email address:

1. BATTERIES, MODULAR FLOODED LEAD ACID

Category Definition: Low-maintenance, long-life lead acid battery cells and assemblies, along with all associated installation and maintenance hardware, supplies, and tools.

Example Product: 48 volt / 1000 Amp-Hour battery assembly in floor-mount rack

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	ASSEMBLY of 24 flooded cells to produce 48 volt, Includes buss bars to connection batteries	
1.1.	Capacity: > 1000 Amp/Hours @ 25°C	
1.2.	Design life expectancy: 20 years @ 25°C / 1200 cycles at 80% DOD	
1.3.	Floor-mount frame/rack, seismic rated (Vendor Supplied)	
1.4.	Protective covers to prevent accidental contact with battery terminals.	
2.	GENERAL FEATURES	

2.1.	Low Maintenance design, 1-3 year watering	
2.2.	Leak-proof post seals	
2.3.	Easy to fill caps, with flame arrestor vent	
2.4.	ISO 9001 Quality Management within manufacturing process	
2.5.	ISO 14001 Environmental Management within manufacturing process	
3.	WARRANTY - 100% coverage during the first 3 years, with proration thereafter for the design life.	
4.	DOCUMENTATION -Vendor shall maintain on their website current versions of all instructions, specifications, MSDS, and certifications.	

2. BATTERIES, MODULAR VALVE REGULATED LEAD ACID

Category Definition: Low-maintenance, long life, Absorbed Glass Mat (AGM) battery cells and assemblies, along with all associated installation and maintenance hardware and tools.

Example Product: 48 volt / 1000 Amp-Hour battery assembly in floor-mount rack

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	ASSEMBLY of 24 VRLA cells to produce 48 volt, Includes buss bars to connection batteries	
1.1.	Capacity: > 1000 Amp/Hours @ 25°C	
1.2.	Design life expectancy: 20 years @ 25°C / 1200 cycles at 80% DOD	
1.3.	Floor-mount frame/rack, seismic rated (Vendor Supplied)	
1.4.	Framework disassembles for transport into individual cases	
1.5.	Protective covers to prevent accidental contact with battery terminals.	

2.	GENERAL FEATURES	
2.1.	Maintenance-free design, no filling	
2.2.	One-way, self-resealing safety vents, with high opening pressure to minimize battery gassing.	
2.3.	ISO 9001 Quality Management within manufacturing process	
2.4.	ISO 14001 Environmental Management within manufacturing process	
3.	WARRANTY - 100% coverage during the first 3 years, with proration thereafter for the design life.	
4.	DOCUMENTATION - Vendor shall maintain on their website current versions of all instructions, specifications, MSDS, and certifications.	

3. BATTERIES, MONO-BLOCK VALVE REGULATED LEAD ACID

Category Definition: Low-maintenance Absorbed Glass Mat (AGM) and Gel battery blocks of various voltage and capacity configurations, along with all associated installation and maintenance hardware and tools.

Example Product: 48 volt / 100 Amp-Hour battery assemblies to mount in 19" equipment

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	ASSEMBLY of four (4) batteries to produce 48 volt, Includes buss bars to connection batteries	
1.1.	Capacity: > 100 Amp/Hours @ 25°C	
1.2.	Design life expectancy: minimum 10 years @ 25°C	
1.3.	Width: < 4.4 inch per battery, 17.6 inch total (Customer supplied 19" equipment rack shelf)	
1.4.	Front accessible battery terminals, with safety covers	
2.	GENERAL FEATURES	
2.1.	Maintenance-free design, no filling	
2.2.	One-way, self-resealing safety vents, with high opening	

	pressure to minimize battery gassing.	
2.3.	Heavy-duty carrying handles	
2.4.	ISO 9001 Quality Management within manufacturing process	
2.5.	ISO 14001 Environmental Management within manufacturing process	
3.	WARRANTY - 100% coverage during the first 3 years, with proration thereafter for the design life.	
4.	DOCUMENTATION - Vendor shall maintain on their website current versions of all instructions, specifications, MSDS, and certifications.	

4. BATTERIES, PORTABLE RADIO

Category Definition: high-capacity rechargeable batteries for public safety grade radios, along with single and multi-unit chargers, and all associated accessories and supplies.

Example Product: Quantity 200 — 3000 mAh, 7.4 volt battery for Motorola APX6000 and/or APX7000 portable radio.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	FUNCTIONAL REQUIREMENTS	
1.1.	Battery shall be 7.4V @ 3000mAh, Lithium Ion or Lithium Ion Polymer, with case and contacts to fit Motorola APX6000 or APX7000 portable radio.	
1.2.	Battery shall operate to a wide temperature range (-10°C to +60°C). Operation at cold temperature limit shall provide a minimum of 1 hour of performance.	
2.	BATTERY CONSTRUCTION Vendor shall supply at no cost four (4) sample batteries per the above specification:	

	<ul style="list-style-type: none"> ▶ Two (2) shall be supplied complete. ▶ Two (2) shall be supplied with cases cut open or unsealed to validate internal features. 	
2.1.	<p>Batteries shall be constructed with polycarbonate plastic and ultrasonically sealed.</p> <ul style="list-style-type: none"> - Validation via samples. 	
2.2.	<p>Battery shall be constructed with flexible or printed circuit board with copper circuitry to make electrical connections between components and cells and tolerate higher levels of impact force. Wire interconnects will not be accepted.</p> <ul style="list-style-type: none"> - Validation via samples. 	
2.3.	<p>Batteries shall be constructed with shock-absorbing materials to protect the cell pack, circuitry, dampen shock and vibration inside the battery and reduce negative effects of sudden impact.</p> <ul style="list-style-type: none"> - Validation via samples. 	
2.4.	<p>Batteries shall be constructed to fit securely to the radio and to release easily. Latches shall attach to radio with audible latching sound and shall be robust sufficient to endure wear and tear from normal usage over 4 year warranty period.</p> <ul style="list-style-type: none"> - Validation via samples and customer references. 	
2.5.	<p>Battery pack label shall show a unique serial number with imbedded date code for determining warranty status and tracking inventory.</p> <ul style="list-style-type: none"> - Vendor shall provide information for identifying date codes. 	
3.	TESTING & CERTIFICATION:	
3.1.	<p>Battery cells shall be certified to IEC62133 (or) UL1642 for cell safety.</p> <ul style="list-style-type: none"> - Vendor shall provide documentation from OSHA 	

	Approved – Nationally Recognized Testing Lab (NRTL)	
3.2.	Battery pack shall be certified to UL2054 for safety. – Vendor shall provide documentation from NRTL.	
3.3.	Batteries shall pass stringent electrostatic discharge test that meets Electro-Technical Commission (IE C6100-4-2). Batteries shall be tested for electrostatic discharge tests for both contact discharge (10 discharges each at three different voltages, up to 8kV of both positive and negative polarity) on each battery contact and for air discharge (10 discharges each at five different voltages, up to 15kV of both positive and negative polarity) per the standard. – Vendor shall provide documentation from NRTL.	
3.4.	Plastic housing shall meet UL94V0 specification for flammability related to Lithium battery pack plastics. – Vendor shall certify compliance.	
3.5.	Batteries shall meet DOT Certification UN38.3 for transport of Lithium batteries including test results for altitude, vibration, shock, external short circuit, crush, overcharge and forced discharge. – Vendor shall provide documentation of 3 rd party independent testing.	
4.	WARRANTY:	
4.1.	Batteries shall be warranted for 48 months against any defects in manufacturing or workmanship, with no proration.	
4.2. 4.3.	Batteries shall be warranted to maintain a minimum of 80% of rated capacity for 18 months from date of shipment, under normal condition, with no proration.	
4.4.	Vendor shall describe RMA policy.	
5.	DELIVERY - Vendor shall guarantee delivery within 30 days	

	ARO on all orders of less than 1000 batteries.	
6.	DOCUMENTATION - Vendor shall maintain on their website current versions of all instructions, specifications, MSDS, and certifications.	
7.	RECYCLING Vendor shall provide free recycling service according to all federal, state and local regulations.	

5. EQUIPMENT SHELTERS, BALLASTED

Category Definition: Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation; along with necessary accessories and appurtenances, including antenna mast, RF shielding, and grounding systems.

Example Product: 40 ft.² equipment shelters equipped for helicopter transport.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SHELTER AREA -40 ft. ² (±10%)	
2.	SHELTER HEIGHT - >7 ft	
3.	TEMPERATURE RANGE - -50°F to +150°F	
4.	RATED WIND VELOCITY (2" radial ice): >150 mph	
5.	DESIGN AND CONSTRUCTION	
5.1	Shelter shall be impact resistant to flying debris at the rated wind velocity.	
5.2	Shelter shall be installed without conventional foundation and with only minimal ground disruption – for installation in sensitive locations.	

5.3	Shelter shall incorporate lightning protection and grounding features that meet or exceed current industry applicable standards according to IEEE, NEC, and/or TIA.	
5.4	Floor Load: 200 lbs-ft. ²	
5.5	Roof Load: 100 lbs-ft. ²	
5.6	Roof Impact Resistance: 200 lbs-ft. ² with no damage to exterior or interior of the roof or shelter.	
5.7	Screened Ventilation shall adequately provide to permit occupancy by two persons in the event adverse weather prohibits travel.	
5.8	Cable entry panel: two each, 4-inch ports	
5.9	Vendor shall ensure compliance with state specific requirements for Factory Assembled Structures.	
6.	Vendor may offer integration of components from other manufacturers (HVAC, generators, UPS, equipment racks, cable trays, etc.) as an additional service so as to deliver a complete shelter.	
7.	WARRANTY: five (5) years	

6. EQUIPMENT SHELTERS, CONCRETE

Category Definition: Equipment shelters of various sizes constructed of precast concrete specifically designed and constructed for extreme installation locations.

Example Product = 40 ft.² equipment shelter

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Shelter area: 40 ft. ² (±10%)	
2.	Shelter height: >7 ft	
3.	Temperature range: -50°F to +150°F	
4.	Rated Wind Velocity (2" radial ice): >150 mph	
5.	DESIGN AND CONSTRUCTION	
5.1	Shelter shall be impact resistant to flying debris at the rated wind velocity and bullet resistant (30:06 @ point-blank range)	
5.2	Floor Load: 200 lbs-ft. ²	
5.3	Roof Load: 100 lbs-ft. ²	
5.4	Roof Impact Resistance: 200 lbs-ft. ² with no damage to	

	exterior or interior of the roof or shelter.	
5.5	Adequate Screened Ventilation shall be provided to permit occupancy by two persons in the event adverse weather prohibits travel.	
5.6	The structure shall be of precast steel reinforced concrete (5000 psi) panels with welded connections.	
5.7	All exterior metallic components and fasteners shall be stainless steel or hot-dipped galvanized.	
5.8	Roof shall be coated/sealed with an elastomeric coating.	
5.9	All joints shall be sealed inside and outside with an elastomeric caulking.	
5.10	Flooring: commercial grade floor tile	
5.11	Doors: galvanized steel primed & painted, 16-gauge door with 14-gauge frame.	
5.12	Cable entry panel: six each, 4-inch ports	
5.13	Shelter shall incorporate Lightning Protection and grounding features that meet or exceed current industry applicable standards according to IEEE, NEC, and/or TIA.	
5.14	Vendor shall supply Foundation Design based on customer supplied soils report.	
5.15	Vendor shall ensure compliance with state specific requirements for Factory Assembled Structures , including inspection	
6.	Vendor may offer integration of components from other manufacturers (HVAC, generators, UPS, equipment racks, cable trays, etc.) as an additional service so as to deliver a complete shelter.	
7.	WARRANTY - five (5) years	

7. EQUIPMENT SHELTERS, FIBERGLASS

Category Definition: Equipment shelters of molded fiberglass construction specifically designed and constructed for extreme installation locations.

Example Product: 40 ft.² equipment shelter equipped for helicopter transport.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Shelter area: 40 ft. ² (±10%)	
2.	Shelter height: >7 ft	
3.	Temperature range: -50°F to +150°F	
4.	Rated wind velocity (2” radial ice): >150 mph	
5.	DESIGN AND CONSTRUCTION	
5.1	Shelter design and construction shall be impact resistant to flying debris at the rated wind velocity	
5.2	Adequate screened ventilation shall be provided to permit occupancy by two persons in the event adverse weather prohibits travel.	
5.3	The primary structure shall be a one-piece Fiber Reinforce Plastic (FRP) structural laminate with foam insulating	

	core.	
5.4	All metallic components shall be stainless steel.	
5.5	All doors and access panels will be locked	
5.6	Shelter shall incorporate lightning protection and grounding features that meet or exceed current industry applicable standards according to IEEE, NEC, and/or TIA.	
5.7	Vendor shall supply foundation design based on customer supplied soils report.	
6.	Vendor may offer integration of components from other manufacturers (HVAC, generators, UPS, equipment racks, cable trays, etc.) as an additional service so as to deliver a complete shelter.	
7.	WARRANTY - five (5) years	

8. EQUIPMENT SHELTERS, FRAMED LIGHT-WEIGHT

Category Definition: Equipment shelters of framed construction; with metal, cement board, or other composite exterior; specifically designed and constructed for extreme installation locations.

Example Product: 40 ft.² equipment shelter

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Shelter area: 40 ft. ² (±10%)	
2.	Shelter height: >7 ft	
3.	Temperature range: -50°F to +150°F	
4.	Rated Wind Velocity (2” radial ice): >150 mph	
5.	DESIGN AND CONSTRUCTION	
5.1	Shelter design and construction shall be impact resistant to flying debris at the rated wind velocity and bullet resistant (30:06 @ point-blank range)	
5.2	Floor Load: 200 lbs-ft. ²	
5.3	Roof Load: 100 lbs-ft. ²	

5.4	Roof Impact Resistance: 200 lbs-ft. ² with no damage to exterior or interior of the roof or shelter.	
5.5	Adequate screened ventilation shall be provided to permit occupancy by two persons in the event adverse weather prohibits travel.	
5.6	The structure shall be of precast steel reinforced concrete (5000 psi) panels with welded connections.	
5.7	All exterior metallic components and fasteners shall be stainless steel or hot-dipped galvanized.	
5.8	Roof shall be coated/sealed with an elastomeric coating.	
5.9	All joints shall be sealed inside and outside with an elastomeric caulking.	
5.10	Flooring: commercial grade floor tile	
5.11	Doors: galvanized steel primed & painted, 16-gauge door with 14-gauge frame.	
5.12	Cable entry panel: six each, 4-inch ports or equivalent grounded multiport entry panel	
5.13	Shelter shall incorporate lightning protection and grounding features that meet or exceed current industry applicable standards according to IEEE, NEC, and/or TIA.	
5.14	Vendor shall supply foundation design based on customer supplied soils report.	
5.15	Vendor shall ensure compliance with state specific requirements for Factory Assembled Structures.	
6.	Vendor may offer integration of components from other manufacturers (HVAC, generators, UPS, equipment racks, cable trays, etc.) as an additional service so as to deliver a complete shelter.	
7.	WARRANTY - five (5) years	

9. EQUIPMENT SHELTERS, OUTDOOR CABINET

Category Definition: Equipment cabinets of single and multiple widths of EIA standard 19” and 23” rack, in various depths and heights; , specifically designed and constructed for extreme installation locations; providing protection conforming to NEMA-3R, UL50, and UL50E standards, along with associated components and hardware.

Example Product: Single width, 19” - 84 RU cabinet of 25 inch depth.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	CABINET DIMENSIONS	
1.1.	Width: EIA standard 19” rack, single, ~25 inches	
1.2.	Height: 84 Rack Units (RU), ~ 78 inches	
1.3.	Depth: 25 inches	
2.	CONSTRUCTION – resistant to impact and corrosion	
2.1.	Exterior: high strength aluminum	
2.2.	Hardware: stainless steel	
2.3.	Weather-tight: NEMA 3R standard	
3.	RACK RAILS: 2 pair, individually depth adjustable	

3.1.	Two pair,	
3.2.	fully drilled	
4.	THERMAL PROTECTION	
4.1.	Solar shield roof with air gap to dissipate radiant heat.	
4.2.	Solar shield vent screened to prevent insect entry.	
4.3.	Insulation bonded to interior walls.	
4.4.	Exhaust fans: 12 VDC, with adjustable thermostat	
4.5.	Cabinet shall incorporate lightning protection and grounding features that meet or exceed current industry applicable standards according to IEEE, NEC, and/or TIA.	
5.	DOORS	
5.1.	Front and back	
5.2.	Three point locking mechanism	
5.3.	Internal lock or padlock	

10. FURNITURE, DISPATCH CONSOLE

Category Definition: Specialized dispatch center workstations, CPU enclosures, and auxiliary furniture such as storage units, printer cabinets, files, and tables.

Example Product: 911-Center Dispatch Workstation with partitioned screens.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Workstation is one position of a 10-position dispatch center.	
2.	Workstation display area supports five – 23 inch flat-panel monitors on a single level.	
3.	Workstation enclosure supports three standard CPU units.	
4.	The workstation is designed specifically for 24/7 operations in an Emergency Communications Center environment. <ul style="list-style-type: none"> – Usage is 5-times normal office environment. – Office furniture systems will not be considered. 	

11. INTEROPERABILITY GATEWAY DEVICES

Category Definition: Devices that interface multiple radios, of multiple makes and models, to analog telephones, to IP telephone networks, and to other devices; allowing multiple simultaneous voice communications to facilitate incident interoperability between respondents equipped with otherwise incompatible technologies; fixed, mobile, and portable devices; analog, digital, or IP-based devices; along with associated firmware and software, interface devices, connecting cables, and accessories.

Example Product: IP Gateway Device Configured to Support a Mobile Command Post

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

Manufacturer:	
Product Model Name/Number:	

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

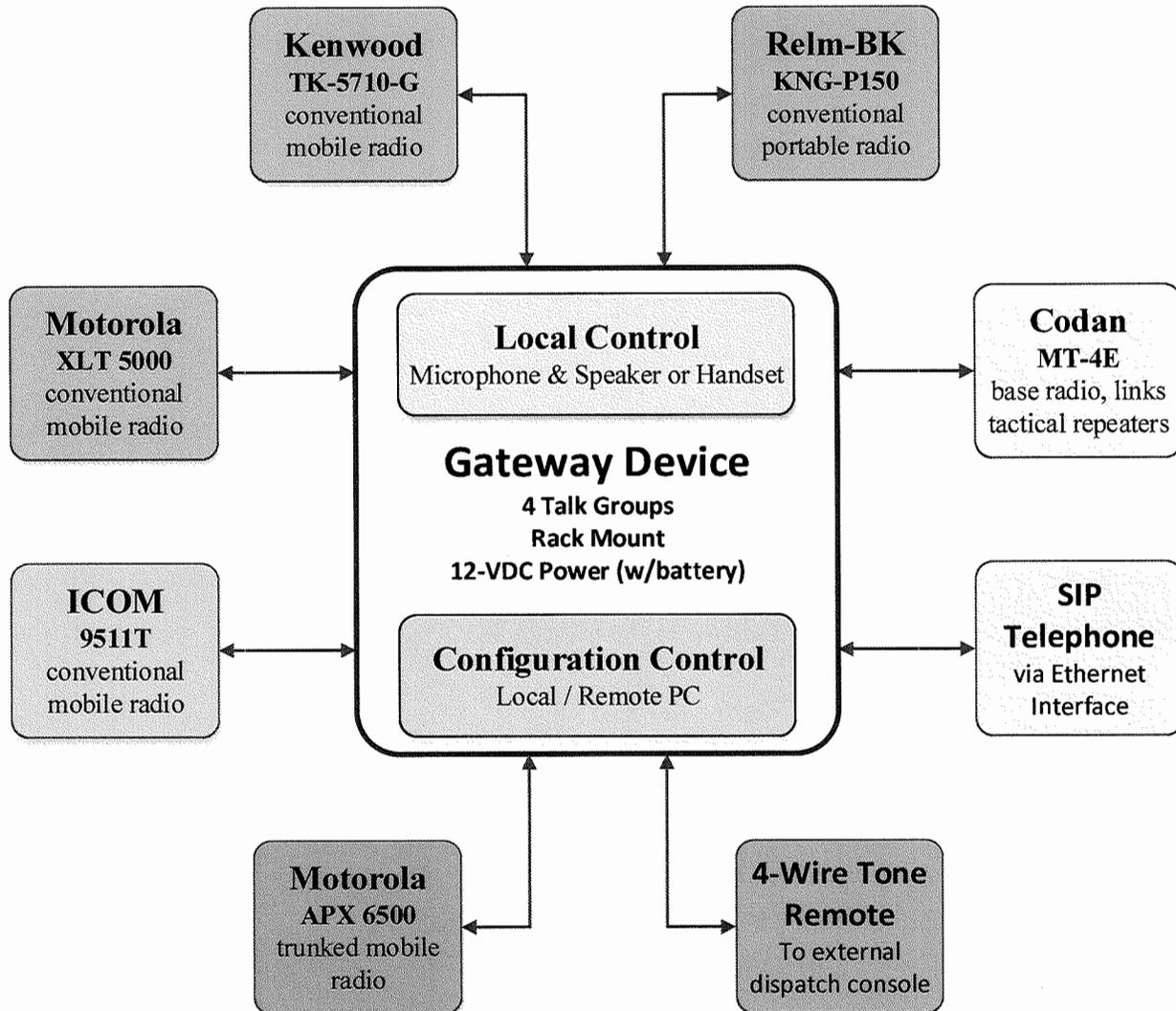
Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	GENERAL FEATURES	
1.1.	The device creates a Local Interoperability System, linking devices such as radios, telephones, or satellite phones into a unified communications system.	
1.2.	The device shall be configured with software control, supporting remote radios, SIP devices, and connections to other Local Interoperability Systems.	
1.3.	The device shall be capable of interfacing any standard radio, as described above, to any analog or digital public telephone network (PSTN) or private branch exchange (PBX).	

1.4.	The device shall allow a minimum of four (4) cross-connect nets at one time (Talk-groups).	
2.	MOUNTING	
2.1.	Customer supplied standard 19 inch equipment rack (84 inch tall)	
3.	POWER	
3.1.	12 VDC from Customer supplied power system	
3.2.	AC powered equipment shall be provided with an inverter to support operation on DC power.	
4.	CONTROLLER / OPERATING SYSTEM	
4.1.	The Operating System shall use a current version Windows-based operating system to provide a user-friendly interface depicting system operations, allowing programming of features, and providing password protection of features.	
4.2.	The Operating System shall allow connection or disconnection of any channel to any other channel.	
4.3.	The Operating System shall provide for the programming of all interface features, such as public telephone interface, SATCOM interface, cellular interface, and two-way radio interface.	
4.4.	The Operating System shall provide the ability to create and store specific interoperability response combinations for pre-planning.	
4.5.	All Call: the Operating System shall provide for a quick and easy broadcast of emergency messages over all channels simultaneously.	
4.6.	IP (RoIP) Interface	
4.7.	RJ-45 connector	

4.8.	10/100 base-T Ethernet, 100 Mbps	
4.9.	Audio delay and jitter buffers to handle network latency	
4.10.	Embedded COR, PTT, and audio vocoder	
5.	LOCAL OPERATOR CONTROL	
5.1.	Local control to modify configuration or select from available stored configurations	
5.2.	Local speaker, with volume control and speaker on/off	
5.3.	Microphone input with PTT	
5.4.	Headphone connection	
6.	IP TELEPHONE (SIP) INTERFACE	
6.1.	Standard: RFC 3261 or current modifications	
6.2.	SIP Support Vcoders: GSM and G711u, with auto-detect/select if the primary codec is not available.	
7.	TONE REMOTE INTERFACE (analog)	
7.1.	Standard: EIA tone remote	
7.2.	RJ-11 jack or terminals	
7.3.	Interface: selectable 2-Wire or 4-Wire, with selectable 600 ohm termination or hi-Z for parallel operation.	
7.4.	Levels: -20 dBm to +10 dBm, with AGC and/or compression to compensate for variations.	
8.	RADIO INTERFACES	
8.1.	Bidder shall supply interface cables to connect a wide range of user radios to the Gateway system.	
9.	SERVICE MANUAL - One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	
10.	WARRANTY – Five (5) Years	

	(Specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	
11.	CONFIGURATION: Bidder shall provide the following configuration a hypothetical mobile command post for a multi-agency event. (<i>See illustration</i>)	
11.1.	Interface to one (1) Kenwood TK-5710-G conventional mobile radio	
11.2.	Interface to one (1) Motorola XLT 5000 conventional mobile radio	
11.3.	Interface to one (1) ICOM 9511T conventional mobile radio	
11.4.	Interface to one (1) Motorola APX 6500 trunked mobile radio	
11.5.	Interface to one (1) Relm-BK KNG-P150 conventional portable radio	
11.6.	Interface to one (1) Codan/Daniels MT-4E base radio, which links to tactical repeaters	
11.7.	Interface to one (1) SIP telephone	
11.8.	Interface to one (1) Tone Remote external dispatch console	



12. MICROWAVE RADIO, NATIVE IP, 3-6 GHZ

Category Definition: Point-to-Point digital microwave radio equipment to operate on Part 90 and Part 101 licensed frequencies above 3 GHz; capable of RF power above +20 dBm; providing native IP and analog interfaces; with mid to high throughput capacity; along with required bandwidth management / routing equipment and software.

Example Product: 4.9 GHz microwave radio, providing 20 Mbps data throughput.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	GENERAL DESCRIPTION	
1.1.	Frequency Range: 4940 – 4990 MHz (4.9 GHz band)	
1.2.	Radio Type: IP Packet	
1.3.	Link Throughput: 20 Mb per second data	
1.4.	Modulation & Bandwidth: as determined by bidder to achieve the specified link throughput	
1.5.	Indoor Mounting: Customer supplied standard 19 inch wide — 84 inch tall equipment rack	
1.6.	Outdoor Mounting: feed location of antenna (antenna make and model shall be specified but not priced to	

	provide equal comparison)	
1.7.	Electrical Power: Customer Supplied -48 VDC	
2.	TECHNICAL STANDARDS	
2.1.	Frequency Tolerance: per FCC 90.1201 through 90.1217 or most current standards	
2.2.	Channel Bandwidth: per FCC 90.1201 through 90.1217 or most current standards	
2.3.	Emission limitations: per FCC 90.1201 through 90.1217 or most current standards	
2.4.	Transmit Power: per FCC 90.1201 through 90.1217 or most current standards	
2.5.	Operating Environment: per Telcordia GR-63 and IEC 60721 class 4M5 IP67	
3.	TRANSMITTER POWER	
3.1.	Transmit RF Power: >18 dBm	
3.2.	Manual Transmitter Power Adjustment	
4.	NETWORK	
4.1.	Interface: Interface should be capable of supporting copper Ethernet or Optical interface supporting IP	
4.2.	Monitoring: SNMP Traps	
5.	SERVICE MANUAL - One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by supporting technician.	
6.	WARRANTY – Five (5) Years (Specify standard warranty and the extended warranty to provide 5 year total warranty coverage that includes all firmware and software updates.)	

13. MICROWAVE RADIO, NATIVE IP, 900 MHZ

Category Definition: Point-to-Point digital radio equipment to operate on Part 90 and Part 101 licensed frequencies below 3 GHz; capable of RF power above +25 dBm; providing native IP with low throughput capacity; with digital and analog interfaces; along with antennas and associated hardware.

Example Product: 900 MHz digital radio, providing 300 Kbps data throughput.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	GENERAL DESCRIPTION	
1.1.	Frequency Range: 928 - 960 MHz (900 MHz band)	
1.2.	Radio Type: IP Packet	
1.3.	Link Throughput: 300 Kb per second data	
1.4.	Modulation & Bandwidth: as determined by bidder to achieve the specified link throughput	
1.5.	Indoor Mounting: Customer supplied standard 19 inch wide — 84 inch tall equipment rack	
1.6.	Outdoor Mounting: feed location of antenna (antenna make and model shall be specified but not priced to provide equal comparison)	

1.7.	Electrical Power: Customer Supplied -48 VDC	
2.	TECHNICAL STANDARDS	
2.1.	Frequency Tolerance: per FCC 101.107 or most current standards	
2.2.	Channel Bandwidth: per FCC 101.109 or most current standards	
2.3.	Emission limitations: per FCC 101.111 or most current standards	
2.4.	Transmit Power: per FCC 101.113 or most current standards	
2.5.	Operating Environment: per Telcordia GR-63 and IEC 60721 class 4M5 IP67 or most current Operating Environment standards	
3.	TRANSMITTER POWER	
3.1.	Transmit RF Power: >25 dBm	
3.2.	TX Power Control Range: >15 dB Capability of manual transmitter power adjustment	
4.	NETWORK	
4.1.	Interface: Capable of supporting copper Ethernet or Optical interface supporting IP	
4.2.	Monitoring: SNMP Traps	
5.	SERVICE MANUAL - One (1) set system documentation, operations and service manuals, printed or electronic copy, for technician.	
6.	WARRANTY – Five (5) Years, includes all firmware and software updates.	

14. MONITORING & ALARM, ENVIRONMENTAL

Category Definition: Automated communication systems for collecting and transmitting environmental data for emergency notification (fire, flood, volcanic eruption, tsunami, etc.), along with all associated hardware, software, and accessories to complete and maintain the system.

Example Product: Remote Automated Weather Station (RAWS) per NFDRS Standards

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Remote Automatic Weather Station should include the following: National Fire Danger Rating System NFDRS Remote automated Weather Station (RAWS) per National Wildfire Coordination Group standard PMS 426-3	
2.	Dedicated Data Acquisition System for AWS. (data logger)	
3.	The data logger should have battery-backed SRAM for CPU usage, program storage, and data storage for up to at least one million data values with upgradeable memory size at a later date without any hardware replacements and with inherent noise reducing facility. It should be compatible with 12VDC power supply and should have programming and math functions capability for deriving calculated	

	<p>parameters with high program execution rate of up to 100 Hz for making fast measurements. It should have ability to implement conditional statements in the data logger programming. The Histogram instruction is required to process input data as either a standard histogram (frequency distribution) or a weighted value histogram. It should be possible to calculate the standard deviation of the Source over the output interval and store the results in a Data Table. The data logger should have ability to reject the 50Hz noise for accurate measurements. Special Software with Data logger should be provided to monitor various sensors.</p>	
4.	<p>Software: Special Software should be provided with Data logger to monitor various sensors.</p>	
5.	<p>Range and Auto Ranging: Support of +/-5VDC range and should have auto ranging facility apart from making measurements on following ranges specific to a channel: e.g., ±5000 mv, ±2500 mv, ±250 mv, ±25 mv, ±7.5 mv, ±2.5 mv, with resolution on the most sensitive range better than 0.5 microvolt.</p>	
6.	<p>Switched voltage excitations: The system should have switched outputs provided for precision excitation voltages.</p>	
7.	<p>DIGITAL I/O PORTS: Minimum eight ports should be provided for frequency measurements, digital control, and triggering.</p>	
8.	<p>SWITCHED 12 VOLT: Two independent 12 V unregulated sources switched on & off under program control.</p>	
9.	<p>Operating Temperature Range: -55° to +50°C</p>	
10.	<p>Enclosure: The data logger should be housed in a weatherproof enclosure of NEMA-IV rating.</p>	
11.	<p>Power Supply: Charger/Regulator 12VDC</p>	
12.	<p>Wall Adaptor AC-DC 120 VAC to 18 VDC</p>	

13.	Cord with type-C plug	
14.	Battery 12V 7AH (minimum)	
15.	Sensors: (All sensors should be compatible with data logger, include mounting hardware and have a cable sufficient to allow mounting, and Operating Temperature: (40° to +60°C).	
16.	Air Temperature & Relative Humidity Sensor Combined:	
16.1.	Relative Humidity Measurement Range:0 to 100% RH, non-condensing	
16.2.	Output Signal Range: 0 to 2 V dc max.	
16.3.	Typical Long-Term Stability: Better than 1% RH per year	
16.4.	Voltage: 12 V dc Nominal or equivalent	
16.5.	Current Consumption: max 4 mA	
16.6.	PRT based Measurement Range: -40° to +60°C	
16.7.	Output signal range: 0 to 1.0 V	
17.	ATMOSPHERIC PRESSURE SENSOR:	
17.1.	Pressure Range 600 to 1100 hPa (mbar)	
17.2.	Operating Temperature -50 to +60°C Accuracy at least ±0.5 hPa (mbar) at -50 to +60°C.	
18.	SOLAR RADIATION SENSOR: - Pyranometer based	
18.1.	Light Spectrum Waveband: 400 to 1100 nm	
18.2.	Sensitivity: Typically 80 per1000	
18.3.	Wm-2 Linearity: Maximum deviation of 1% up to 3000 W m-2 Accuracy: ±5%	
18.4.	Tipping Bucket Rain Gauge	
18.5.	Tips at 0.1 mm increments (0.004 in) Orifice diameter is	

	max 24.5 cm (9.66 in) Accuracy is $\pm 1\%$ at rates up to 1 in per hr.	
18.6.	Output: Momentary switch closure activated by tipping bucket mechanism.	
18.7.	Environmental Limits: Temperature: 0° to +50°C and Humidity: 0 to 100% The bucket should have leveling arrangement for horizontal mounting.	
19.	WIND SPEED AND DIRECTION SENSOR: (Identify type, ie propeller, ultra-sonic, etc.) (The sensor should be made out of rigid UV-stabilized thermoplastic with corrosion proof stainless steel and anodized aluminum fittings. The sensor should have stainless steel precision-grade ball bearings for the propeller shaft and vertical shaft bearings.)	
19.1.	Wind Speed Range: 0-100 m/s	
19.2.	Accuracy: ± 0.3 m s	
19.3.	Starting threshold: 1.0 m/s	
19.4.	Wind Direction Range: 0-360°	
19.5.	Accuracy: $\pm 3^\circ$ Starting threshold: 1.1 m/s	
19.6.	Damping ratio: max 0.25 Output: Analog dc voltage from potentiometer linearity 0.25%	
20.	OPERATORS MANUAL - Operator manual shall identify the location of all switches, controls, indicators, and contain step-by-step instructions for operation of all capabilities.	
21.	WARRANTY - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.	
21.1.	Base warranty 2 year minimum	

21.2.	Extended warranty up to 60 months	
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15. MONITORING & ALARM, RADIO NETWORK

Category Definition: IP and analog radio network monitoring software & hardware, SCADA software & hardware, SNMP manager and agent software & hardware, remote terminal units (RTU), RF and radio site sensors.

Example Product: A hypothetical radio system monitoring configuration.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Operates under extreme environmental conditions:	
2.	. -32 to 104 degrees F	
3.	Elevation up to 10,000 ft.	
4.	Systems shall be designed for automatic reset and start-up. (All configuration data stored in non-volatile memory).	
5.	Systems shall be designed to operate on low power to extend battery standby operation at remote sites in situations of low power or interrupted charging.	
6.	Systems shall be designed for easy set up and installation.	
7.	Systems shall provide diagnostic reports on forward and	

	reflected power for onsite troubleshooting.	
8.	System baud rates with Corresponding Channel bandwidth: 100bps 1.5KHz 300bps 1.5 KHz 1,200bps 3.0 KHz.	
9.	Output power@: 100 bps: 5.6 W 300 bps 5.6 W 1,200 bps: 11.2 W	
10.	Supply current (at 12 VDC) Idle: 5 mA Transmitting: 2.6 A	
11.	Operating supply voltage: 10.8 VDC to 16 VDC	
12.	Transmit antenna: Polarization Right hand circular Connector N-type female	
13.	GPS antenna: Type 3 active Connector SMA female	
14.	Frequency range: 401.701MHz – 402.09850 MHz	
15.	Interface Serial Ports, WEB interface - Units can be interrogated by PC, Web browser, SNMP manager, or by telephone to check signals and status, monitor live audio feeds and execute commands. Blackberry®, iPhone® and other smart phones and devices can also be used to monitor and control a site over the mobile Internet and from WiFi hotspots.	
16.	Operators Manual - Operator manual shall identify the location of all switches, controls, indicators, and contain step-by-step instructions for operation of all capabilities.	
17.	Warranty - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods	

	manufacturer shall not relieve contractor of this responsibility.	
17.1.	Base warranty 2 year minimum	
17.2.	Extended warranty up to 60 months	
18.	Sensors should have the capability to interface with the following:	
18.1.	Indoor/Outdoor IP Camera	
18.2.	Door contact	
18.3.	Infrared Detector	
18.4.	Three phase AC power meter	
18.5.	Single phase AC voltage sensor	
18.6.	Single phase AC current sensor	
18.7.	Line frequency sensor	
18.8.	Split core current transformer	
18.9.	Bidirectional power sensor	
18.10.	RMS power sensor	

16. POWER SYSTEMS, DC CONVERSION

Category Definition: AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels, and associated hardware and software.

Example Product: 12VDC 75 AMP Battery Charger

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Operates under extreme environmental Conditions	
1.1	Automatic Power Factor Correction	
1.2	Minimum average monthly PF of 0.95	
2.	Electrical	
2.1	Input 120VAC 18.2 AMP	
2.2	Output 13.6 VDC 75 AMP	
2.3	Short Circuit Protection	
2.4	Overload Protection	
2.5	Thermal Protection	

2.6	Temperature Range 32 to 104 degrees F	
3.	CORD CONFIGURATION - 1 NEMA 5-20P for a 20A receptacle	
4.	OPERATORS MANUAL - Operator manual shall identify the location of all switches, controls, indicators, and contain step-by-step instructions for operation of all capabilities.	
5.	WARRANTY - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.	
5.1	Base warranty 2 year minimum	
5.2	Extended warranty up to 60 months	

17. POWER SYSTEMS, FUEL CELL

Category Definition: Fuel-cell generators using either gaseous hydrogen or methanol fuel, along with specialized racks and/or cabinets, fuel storage subsystems, and installation materials.

Example Product: 2.5 Kw Fuel Cell Backup DC Power Generator

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Maximum power 2,500W per chassis	
1.1.	Output voltage: 48 VDC nominal	
1.2.	Rated current: 52.5A @ 48V nominal	
1.3.	Fuel: Industrial grade hydrogen (99.95%)	
1.4.	Mounting: standard 23" equipment rack	
1.5.	Location: Indoors	
1.6.	Ambient Operating Temperature: 23°F to 122°F	
1.7.	Relative Humidity: 0-95% non-condensing	

1.8.	Altitude: < 13,800 ft	
1.9.	Emissions: water vapor < 32mL / kWh	
1.10.	Remote Monitoring: Provides system configuration, status, operational, and historical data	
1.11.	Communications: USB and Ethernet, SNMP and web interface	
2.	Documentation - One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by technician.	
3.	Warranty - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.	

18. POWER SYSTEMS, ELECTRO-MECHANICAL GENERATORS

Category Definition: AC and DC power generators operating with diesel, gasoline or propane fuel. Indoor or Outdoor installation systems that include transfer switches, panels, monitoring, and controlling accessories including timing and sensing functions with related hardware and software.

Example Product: 45KW propane fueled outdoor cabinet with automatic transfer switch, remote monitoring and control.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Backup Generator Set	
1.1.	Operates under extreme environmental conditions	
1.2.	Certified per latest EPA, UL and IBC Seismic standards	
1.3.	Meets or exceeds NFPA 110 Level 1 UL 2200	
1.4.	Meets FCC Title47 part 15 class B Radio Frequency Emissions	
1.5.	Meets EFP emissions, emergency, stationary, 40CFR60	
1.6.	Single fuel - propane field selectable	
1.7.	Meets WSDA Forest Service Sep-3001-1	
1.8.	Closed coolant recover system	

1.9.	Extended Oil and Coolant drains	
2.	Enclosure	
2.2.	Metal meets ASCE7-10 wind loads	
2.3.	Removable panels for easy repair/service	
2.4.	Designed with residential grade sound attenuation.	
2.5.	Rodent guards	
2.6.	Lockable door latches	
2.7.	Fade and Corrosion resistant finish	
3.	Electrical	
3.1.	One Phase 120/240 volt AC	
3.2.	60 Hz	
3.3.	175 amps (a 45KW generator will provide 188 amps)	
4.	Remote: Control / Monitoring System	
4.1.	Provide total system integration for ATS signaling auto start utility failure applications	
4.1.1.	Remote communications and adjustments via RS232 and/or Ethernet.	
4.1.2.	PC Control Software	
4.2.	Alarm and status message display, Data Logging and Fault Protection	
4.3.	Output metering	
4.4.	Remote starting/stopping	
4.5.	Frequency and voltage regulation	
4.6.	Auto-shutdown at fault detection	
4.6.1.	Engine protection faults to include, over speed, low oil	

	pressure, High coolant Temp, Low coolant level, low coolant Temp, high and low battery voltage, over crank shut down, common fault relay with 3 configurable relays.	
4.7.	Meet NFPA 110 Level 1	
5.	Automatic Transfer Switch	
5.1.	One Phase 120/240 volt AC service rated 200 AMP with status relays	
5.2.	NEMA/UL Type 3 enclosure with lockable doors and controls	
5.3.	Functions	
5.3.1.	Utility voltage drop out, adjustable	
5.3.2.	Utility voltage pickup, adjustable	
5.3.3.	Timer to generator start adjustable, adjustable	
5.3.4.	Re-transfer time delay, adjustable	
5.3.5.	Engine cool down timer, adjustable	
5.3.6.	Exerciser , adjustable and optional remote capability	
6.	Operators Manual For Generator /ATS	
6.1.	Operator manual shall identify the location of all switches, controls, indicators, and contain step-by-step instructions for operation of all capabilities.	
6.1.1.	Parts and Service Manual at no charge	
6.2.	Owner Training: At site start-up and instructions, upon completion of installation, using existing building loads.	
6.3.	County of origin documentation (for Federally funded projects)	
7.	Warranty - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.	

7.1.	Base warranty 2 year minimum	
7.2.	Extended warranty up to 60 months	

19. POWER SYSTEMS, UNINTERRUPTABLE POWER SUPPLY (UPS)

Category Definition: Uninterruptible Power Systems, AC to AC, AC to DC double conversion on line, with associated installation wiring components, hardware and software, rack mount, vertical tower, free standing.

Example Product: Uninterruptible Power System Double Conversion on line 120 VAC input 120VAC output 2100 watts/ 3000 VA.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Operates under extreme environmental Conditions	
1.1.	Temperature 32 to 104 degrees F	
1.2.	Elevation up to 10,000 ft.	
1.3.	Humidity 0% to 95%	
2.	Electrical	
2.1.	Power Factor Correcting	
2.1.	Input 120VAC NEMA L5-30P	
2.2.	Output (6) NEMA 5-15R (2) NEMA 5-20R	
2.3.	Internal Bypass (automatic and manual)	

3.	Run Time	
3.1.	4 Minutes Minimum Internal Battery 100% Load	
3.2.	90 Minutes Additional External battery 100% Load	
4.	Battery	
4.1.	Maintenance-free sealed lead-Acid	
4.2.	Recharge time 3.00 hours	
5.	Operators Manual - Operator manual shall identify the location of all switches, controls, indicators, and contain step-by-step instructions for operation of all capabilities.	
6.	Warranty - Contractor is responsible for all warranties required herein. Any warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.	
6.1.	Base warranty 2 year minimum	
6.2.	Extended warranty up to 60 months	
7.	Accessory/Options	
7.1.	Rental/Lease	
7.2.	Maintenance and Service	

20. TEST EQUIPMENT, MULTIFUNCTION RADIO TEST SET

Category Definition: Specialized high-accuracy multi-function test instrument for the testing of two way radios. Includes: portable instruments, rugged field service instruments, laboratory instruments, along with related test adapters and accessories.

Example Product: Compact multifunction instrument for testing and alignment of two-way radios (AKA: Radio Service Monitor)

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	Summary of Functions	
1.1.	AM/FM/P-25 Monitor	
1.2.	AM/FM/P-25 Generator	
1.3.	Duplex Generator	
1.4.	Signal Strength Meter	
1.5.	RF Power Meter	
1.6.	Spectrum Analyzer	
1.7.	Tracking Generator	

1.8.	RF Cable Fault Locator	
1.9.	Frequency Counter	
1.10.	Frequency Error Meter	
1.11.	AM Modulation Meter	
1.12.	FM Deviation Meter	
1.13.	SINAD/Distortion Meter	
1.14.	Audio Synthesizer	
1.15.	Oscilloscope	
1.16.	Digital Voltmeter	
2.	Time-Base	
2.1.	Temperature Stability = ± 0.15 ppm at -20° C to 70° C	
2.2.	Aging = 0.5 ppm First Year / 0.3 ppm After First Year	
3.	RF Generator (Receiver Test)	
3.1.	Port Input Protection	
3.1.1.	GEN Port: +20 dBm (Input Power Alarm Typical)	
3.1.2.	T/R Port: +49 dBm CW (Input Power Alarm Typical)	
3.1.3.	T/R Port: $>+90^{\circ}$ C (Temperature Alarm Typical)	
3.2.	Frequency	
3.2.1.	Range = 2 MHz to 1000 MHz <2 MHz to 100 kHz Usable Range	
3.2.2.	Accuracy = Same as time-base	
3.3.3	Resolution = 1 Hz	

3.3.	Output Level	
3.3.1	Range <ul style="list-style-type: none"> - T/R Port: -50 to -125 dBm - ANT Port: -30 to -90 dBm - GEN Port: -5 to -65 dBm 	
3.3.2	Accuracy = ± 2 dB / ± 3 dB <-100 dBm	
3.3.3	Resolution = 1 dB	
3.4.	Signal Purity	
3.4.1.	Port VSWR < 1.5:1 (all ports)	
3.4.2.	SSB Phase Noise = -90 dBc/Hz at 20 kHz offset	
3.4.3.	Spurious <ul style="list-style-type: none"> - Harmonics = -30 dBc maximum, - Non-Harmonics = -40 dBc maximum (± 20 kHz offset from carrier; 0 to 1 GHz)	
3.4.4.	Residual FM <ul style="list-style-type: none"> - <20 Hz rms in 300 Hz to 3 kHz BW - <4 Hz rms, <100 MHz - <6 Hz rms, <800 MHz - <11 Hz rms, >800 MHz 	
3.4.5.	Residual AM <1% rms in 300 Hz to 3 kHz BW	
3.5.	Modulation Types	
3.5.1.	1 kHz Tone	
3.5.2.	Private Line	
3.5.3.	Digital Private Line (w/ DPL Invert)	

3.5.4.	Single Tone	
3.5.5.	DTMF	
3.5.6.	Paging - Two-Tone & 5/6 Tone	
3.5.7.	External microphone & input connector	
3.6.	FM Modulation	
3.6.1.	Deviation Range = 0 to 75 kHz	
3.6.2.	Total Harmonic Distortion < 3%	
3.6.3.	Resolution < 10 Hz	
3.6.4.	Accuracy < $\pm 10\%$ (2 kHz to 50 kHz deviation)	
3.7.	AM Modulation	
3.7.1.	Range = 0 to 100%	
3.7.2.	Resolution < 1%	
3.7.3.	Total Harmonic Distortion < 3% (20% to 90% mod)	
3.7.4.	Accuracy < 10% of setting (20% to 90% mod)	
4.	RF RECEIVER (TRANSMITTER TEST)	
4.1.	Port Input Protection	
4.1.1.	ANT Port: +20 dBm (Input Power Alarm Typical)	
4.1.2.	T/R Port: +49 dBm CW (Input Power Alarm Typical)	
4.1.3.	T/R Port: >+90° C (Temperature Alarm Typical)	
4.2.	Frequency	
4.2.1.	Range = 2 MHz to 1000 MHz <2 MHz to 100 kHz Usable Range	

4.2.2.	Accuracy = Same as Time-base	
4.2.3.	Resolution = 1 Hz	
4.3.	Input Amplitude	
4.3.1.	Sensitivity <ul style="list-style-type: none"> - ANT: -110 dBm for 10 dB SINAD - T/R: -40 dBm for 10 dB SINAD 	
4.3.2.	Minimum Level Receiver Measurements <ul style="list-style-type: none"> - ANT: -80 dBm for RF Error Meter - T/R: -40 dBm for RF Error Meter 	
4.3.3.	DEMOD Meters <ul style="list-style-type: none"> - Modulation - Distortion - SINAD - AF Counter 	
4.4.	IF Bandwidth	
4.4.1.	FM: <ul style="list-style-type: none"> - 5 kHz, - 6.25 kHz, - 10 kHz, - 12.5 kHz, - 25 kHz, 	
4.4.2.	AM: <ul style="list-style-type: none"> - 5 kHz, - 6.25 kHz, - 10 kHz, - 12.5 kHz, 	

	<ul style="list-style-type: none"> - 25 kHz, - 30 kHz 	
4.5.	RF Frequency Error Meter	
4.5.1.	Units = Hz, PPM	
4.5.2.	Range = ± 200 kHz, ± 1000 PPM	
4.5.3.	Resolution = 1 Hz	
4.5.4.	Accuracy = Time-base ± 1 Hz	
4.6.	RF Power Meter (RF Power Into T/R Port)	
4.6.1.	Maximum Input Level = 50 Watts continuous	
4.6.2.	Input RF Power Alarm = +49 dBm	
4.6.3.	Temperature Alarm > +90° C	
4.6.4.	Meter Range = +20 to +53 dBm	
4.6.5.	Display Units = Watts, dBm	
4.6.6.	Resolution = 0.01 W, 0.1 dBm	
4.6.7.	Accuracy < 10% of reading	
4.7	FM Deviation Meter	
4.7.1.	Range = ± 500 Hz to ± 100 kHz	
4.7.2.	Meter Type = Peak+, Peak-, (Peak-Peak)/2, RMS	
4.7.3.	Resolution = 0.1 Hz	
4.7.4.	Accuracy < $\pm 5\%$ of reading, 1 kHz to 10 kHz Dev.	
4.8	AM Percent Meter	
4.8.1.	Range = 5% to 100%	

4.8.2.	Meter Type = Peak+, Peak-, (Peak-Peak)/2, RMS	
4.8.3.	Resolution = 0.001%	
4.8.4.	Accuracy = $\pm 5\%$ of reading	
4.9	SINAD Meter	
4.9.1.	Measurement Sources = Audio IN, DEMOD	
4.9.2.	Audio Frequency Notch = 1 kHz	
4.9.3.	Reading Range = 0 dB to 60 dB	
4.9.4.	Resolution = 0.001 dB	
4.9.5.	Accuracy < ± 1.5 dB,	
4.10.	Distortion Meter	
4.10.1.	Measurement Sources = AUD IN, DEMOD	
4.10.2.	Audio Frequency Notch = 1 kHz	
4.10.3.	Reading Range = 0% to 100%	
4.10.4.	Resolution = 0.001%	
4.10.5	Accuracy = $\pm 10\%$ of reading	
4.11.	Audio Frequency Counter	
4.11.1.	Measurement Sources = AUD IN, DEMOD	
4.11.2.	Frequency Range = 15 Hz to 20 kHz	
4.11.3.	Resolution = 0.1 Hz	
4.11.4	Accuracy < ± 1 Hz	
4.12.	Audio Frequency Level Meter	
4.12.1.	Measurement Sources = AUD IN, SCOPE	

4.12.2.	Input Range = <ul style="list-style-type: none"> - Audio In Range = 3 V, 30 V - Scope Range = 2 VDC, 40 VDC 	
4.12.3.	Frequency Range = 200 Hz to <5 kHz	
4.12.4.	Display Unit Resolution <ul style="list-style-type: none"> - Volts = 0.001 V - mV = 0.001 mV - dBuV = 0.001 dBuV - dBm = 0.001 dBm - Watts = 0.001 W 	
4.12.5.	Accuracy < ±5% AUD IN Port	
4.13.	Oscilloscope	
4.13.1.	Source = SCOPE, AUD IN, DEMOD	
4.13.2.	Bandwidth = 5 kHz	
4.14.	Digital Multimeter (DMM)	
4.14.1.	Functions <ul style="list-style-type: none"> - AC/DC Voltmeter - AC/DC Ammeter - Ohmmeter 	
4.14.2.	Resolution = 3-1/2 digits (2000 counts)	
4.14.3.	Accuracy < ±5% AC, < ±2% DC	
4.15.	POWER	
4.15.1.	AC Input Voltage Range =100 to 240 VAC @ 47 Hz to 63 Hz (110-220 nominal)	

4.15.2.	DC Input Voltage Range = 12 to 32 VDC (12-24 nominal)	
4.15.3.	Battery Power, with full display backlight = 1.5 hours or more (Lithium-Ion battery)	
4.15.4	Battery Recharge, with unit on = 4 hours or less	
4.16.	ENVIRONMENTAL — tested in accordance with MIL-PRF-28800F, Class 3	
4.16.1.	Storage Temperature = -20° C to +60° C	
4.16.2.	Operating Temperature = 0°C to +40°C	
4.16.3.	Operating Relative Humidity = 5% to 80%	
4.16.4.	Operating Altitude = up to 10,000 feet	
4.16.5.	Shock = 30 G (Functional Shock)	
4.16.6.	Vibration = 5 to 500 Hz random vibrations	
4.17.	PHYSICAL	
4.17.1.	Dimensions = less than 14 in x 12 in x 8 in (width x height, depth)	
4.17.2.	Weight = less than 20 pounds	
4.17.3.	Case = Hard transit case	
5.	DOCUMENTATION - One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by technician.	
6.	WARRANTY – Five (5) Years, includes scheduled calibration and software/firmware updates. (Specify standard warranty and the extended warranty to provide 5 year total warranty coverage.)	

21. TEST EQUIPMENT, SPECIALIZED RF INSTRUMENTS

Category Definition: Specialized high-accuracy radio frequency instrument for the analysis of radio systems. Includes: Signal generators, signal analyzers, spectrum analyzers, vector network analyzers, power meters, antenna measurement instruments; and related specialized instruments, configured as portable instruments, rugged field service instruments, laboratory instruments; along with related test adapters and required accessories.

Example Product: Portable & Spectrum Analyzer — a field instrument for the analysis of RF systems and the identification of interference.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	PHYSICAL /ENVIRONMENTAL	
1.1.	Dimensions: < 12” x 12” x 4”	
1.2.	Weight: < 8 lbs	
1.3.	Transit Shock/Drop: MIL-PRF-28800F Class 2	
1.4.	Operating Temperature: -10°C to +55°C	
1.5.	Operating Altitude: > 12,000 feet	
1.6.	RF Port Connectors: Type N, Female, 50 ohm	
1.7.	RF Input: > +20 dBm (100 mw)	

2.	POWER	
2.1.	External AC: 110/220 V nominal	
2.2.	External DC = 12 V nominal	
2.3.	Internal Battery > 3 hours run time	
3.	USER INTERFACE	
3.1.	Display: <ul style="list-style-type: none"> - > 6.5" flat panel, - Daylight viewable, - 99.999% good pixels. 	
3.2.	Intuitive User menus	
3.3.	Help files accessible from the user screen	
3.4.	PC Interface to configure and access files	
3.5.	Output files in standard format (PDF, DOC, etc.)	
3.6.	Data Interface: USB port	
3.7.	Data Storage, Internal: > 1000 traces & settings	
3.8.	Data Storage, External: USB device capacity > 16GB	
4.	SPECTRUM ANALYZER	
4.1.	Frequency Range: > 100 kHz to 3.0 GHz	
4.2.	Reference Aging: ± 1 ppm / year	
4.3.	Tuning Resolution: 1 Hz	
4.4.	Spectral Purity: < -85 dBc @ 30 kHz	
4.5.	Sweep Time: 2.0 s, full span; 1 ms, zero span	
4.6.	Resolution Bandwidth: 100 Hz to 1 MHz RBW	
4.7.	Video Bandwidth: 10 Hz to 300 kHz VBW	

4.8.	Amplitude Accuracy: < ± 1.5 dB	
4.9.	Dynamic Range: > 60dB, intermod-free	
4.10.	Noise Floor: -135 dBm	
5.	DOCUMENTATION - One (1) set system documentation, operations and service manuals, printed or electronic copy, for use by technician.	
6.	WARRANTY – Five (5) Years, includes scheduled calibration and software/firmware updates. (Specify standard warranty and the extended warranty to provide 5 year total warranty coverage.)	

22. TOWERS, OVERALL SPECIFICATION

The following overall specification shall apply to all sub-category of tower product, as referenced within each specification below. ALL components must be new.

NOTE: In the event of conflict between specifications and the codes, standards, and practices here in, the most stringent requirement shall govern.

Item #	Description
1.	CODES AND STANDARDS
1.1.	American Institute of Steel Construction (AISC) — Manual of Steel Construction
1.2.	Electronic Industries Association (EIA) Standard RS-222 — Structural Standards for Antenna Towers and Antenna Supporting Structures
1.3.	American Welding Society (AWS) DI.1 — Structural Welding Code
1.4.	FAA Advisory Circular #AC 70/7460 — Obstruction Marking and Lighting
1.5.	National Electric Code (NEC) — Tower Lighting Kits
1.6.	American Institute of Steel Construction (AISC) — Specification for Structural Joints using ASTM A325 or A490 Bolts
1.7.	Federal Communications Commission Rules and Regulations - Part 17
1.8.	American Concrete Institute ACI 318 — Building Code Requirements for Reinforced Concrete
1.9.	American Society for Testing and Materials (ASTM) for:
1.10	A-36, A-50, A441 and A572 — Structural Steel
1.10.1.	A-123 — Zinc (hot-dipped galvanized coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bars and strips)
1.10.2.	A-153 — Zinc Coatings (hot-dip) on Iron and Steel Hardware
1.10.3.	B-695 — Coatings of Zinc Mechanically Deposited on Iron and Steel (minimum thickness 0.0026")
1.10.4.	A-385 — Zinc Coatings (hot-dip) on Assembled Steel Products
1.10.5.	A-307 — Low-Carbon Steel Externally and Internally Threaded Standard Fasteners
1.10.6.	A-325 — High Strength Steel Bolts
1.10.7.	A-615 and A-706 — Reinforcing Bars

1.10.8.	ASTM C-9 — Ready-mixed Concrete
1.11.	The customer will arrange for building permits and advise the tower manufacturer of local codes and regulations that affect this specification.
1.12.	Where local ordinances specify higher standards than those represented in this specification, the local ordinances shall govern. Pertinent sections of those codes shall be provided by the customer to the tower manufacturer.
1.13.	The customer will report the results of special air navigational studies for marking and lighting towers. If special navigational reports are not a part of the contract, the tower vendor will apply the standards rules of the FAA, FCC and NEC when specified by the customer.
2.	ANALYSIS AND DESIGN
2.1.	Towers shall be designed by or under the direct supervision of a registered professional engineer, specifically experienced in the design of radio and microwave towers.
2.2.	All design and analysis computations and installation drawings shall be certified and stamped by a licensed Professional Engineer.
2.3.	The structure shall be designed to support all specified antennas, including future antennas, and to hold all antennas on path within the twist, sway and displacement limits of EIA RS-222. Where multiple frequencies are specified, the most critical twist, sway and displacement limits shall govern.
2.4.	The tower, when fully loaded with antenna assemblies, waveguide, and other appurtenances, shall be designed for the minimum wind loads as specified by EIA RS-222, unless otherwise specified.
2.5.	When specified by the customer, tower designs shall consider the concurrent accumulation of radial ice to all parts of the tower, antennas, and accessories. Loadings shall take into account both the resultant added wind load and dead load.
2.6.	Under wind pressures up to 35 mph (5 pst), all horizontal members shall be capable of supporting a 250 lb. vertical load at mid-span, in addition to all other design loads.
2.7.	Tower deflection limits are to be held both vertically and horizontally. Deflection must be determined at each specific point on the tower where an antenna is attached. The twist and sway of the tower at all antenna mounting elevations shall be determined by analytical methods and shall be noted on the formal stress analysis.
2.8.	The antenna loading (present and future) to be applied to the structure is as follows: (Customer to specify).
2.9.	The allowable unit stresses and the actual member stresses resulting from the specified design loads shall not exceed those given in the AISC specifications.
2.10.	All members of the structure shall be considered primary members for the purpose of establishing allowable compressive stresses per AISC, except those members whose sole function is to reduce the kl/r ratio of primary members.
2.11.	For self-supporting and guyed tower footings, the safety factory for uplift shall be as described in EIA RS-222, latest edition.

2.12.	Foundations shall be designed with sufficient reserve capacity to match the least tower leg reserve capacity.																	
2.13.	Combined tower wind loads and antenna loads shall be applied in combination such that the maximum axial forces are produced in girts, diagonals, and legs. Multiple analyses may be necessary to ensure that worst case design conditions have been investigated.																	
3.	TOWER PRODUCTS																	
3.1.	Fabrication																	
3.1.1.	All fabrication, erection and identification of structural steel shall conform to AISC specifications.																	
3.1.2.	Under no circumstances shall "dissimilar metals" be used in contact with one another.																	
3.1.3.	Hot-dipped galvanizing of tubular sections shall be inside and outside per standards and methods listed elsewhere in this specification.																	
3.1.4.	Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure."																	
3.1.5.	Properly mark and match-mark materials for field assembly. Fabricate for a delivery sequence which will expedite erection and minimize field handling of materials.																	
3.1.6.	If a round or tubular tower is provided vendor must supply a moisture drain hole at the base of the tower to ensure any accumulated moisture can drain from the bottom of the tower leg.																	
3.2.	Connections and Locking Devices																	
3.2.1.	No field welding shall be permitted unless specifically approved in writing.																	
3.2.2.	All members shall be connected with galvanized structural bolts unless otherwise approved																	
3.2.3.	The vendor shall provide bolts, nuts and lock-washers in a quantity in excess of the actual bolt count, for each size required for each tower site.																	
	<table border="1"> <thead> <tr> <th>Bolt Count</th> <th>Percentage Excess</th> <th>Minimum Excess</th> </tr> </thead> <tbody> <tr> <td>0-200</td> <td>5%</td> <td>1</td> </tr> <tr> <td>200-500</td> <td>4 %</td> <td>10</td> </tr> <tr> <td>500-1000</td> <td>3%</td> <td>20</td> </tr> <tr> <td>1000 and over</td> <td>2 %</td> <td>30</td> </tr> </tbody> </table>			Bolt Count	Percentage Excess	Minimum Excess	0-200	5%	1	200-500	4 %	10	500-1000	3%	20	1000 and over	2 %	30
Bolt Count	Percentage Excess	Minimum Excess																
0-200	5%	1																
200-500	4 %	10																
500-1000	3%	20																
1000 and over	2 %	30																
3.2.4.	All towers will be provided with the correct size and length of anchor bolts necessary to carry the anticipated tower loads. If the tower loads require more than one bolt per leg, they shall be shop welded into a cluster to eliminate the need for a template during field installation.																	
3.2.5.	All threaded fasteners shall extend not less than 1-1/2 threads beyond nuts and locking devices.																	
3.3	Climbing Ladders																	

3.3.1.	ll climbing ladders will have an anti climb cover at the base of the tower that can be locked to prevent unauthorized use of the ladder.
3.4	Rest Platforms
3.4.1.	For towers greater than 50 feet in height, rest platforms shall be placed at intervals no greater than 50 feet.
3.4.2.	A rest platform will consist of a level platform of grating which allows room for one person to sit or stand.
3.5.	Work Platforms
3.5.1.	When work platforms are required they shall consist of level platforms of grating. They shall be either walkways with a minimum width of 24 inches or full coverage platforms and they shall provide reasonable access to appropriate work areas.
3.5.2.	Safety handrails shall be provided around the perimeter of the platforms with the upper railing at 42 inches above the deck and the intermediate rail approximately halfway between the top rail and the deck.
3.5.3.	Tower diagonals may be used to support platform handrails.
3.5.4.	When platform access is via an inside climbing ladder, a hatch shall be provided to eliminate the hazard of an access opening in the work area.
3.5.6.	Work platforms shall be designed to support two concentrated live loads of 250 lbs. each. Live loads imposed by persons on the platform shall be considered to concentrate at such points that will cause maximum stress in the structural members being considered.
3.6.	Finishes
3.6.1.	All steel members and fasteners shall be galvanized (zinc coated) per standards in Section 2.0 of this specification.
3.6.2.	Under no circumstances shall any coating on any metal member or fastener be cathodic relative to the base material.
3.6.3.	Use "Devcon", or equivalent, zinc rich paint, or approved equal, to touch up damaged galvanizing. Touch up may be done by either a spray or brush application.
3.6.4.	When required, tower structures shall be painted per FAA specification AC70/7460.
3.6.5.	All painting shall be performed in the shop using an acrylic latex paint specifically formulated for application to galvanized material.
3.6.6.	Field painting shall be limited to touch-up of paint damaged during transportation and erection. Use the same paint as was used in the shop to touch up damaged paint and provide the same protection as original shop painting.
4.	TOWER ACCESSORIES
4.1.	Tower Lighting
4.1.1.	When required, an obstruction lighting system shall be supplied with the tower and installed as required by FAA.
4.1.2.	All obstruction lighting equipment shall be FAA approved.
4.1.3.	Lighting shall be activated and deactivated by photoelectric control for unattended stations, and the method of activation for attended

	stations is to be specified.
4.1.4.	All wire shall be copper type THW-MTW grade 600 volt insulation installed in galvanized rigid conduit. All electrical installation shall conform to the National Electric Code requirements for outdoor installation.
4.1.5.	In accordance with FAA Circular 70/7460, towers in excess of 300 feet require multiple side lights. If the future tower height requires a side light configuration different than that being initially constructed, junction boxes will be placed at those points along the tower light conduit where future side lights would eventually be placed, along with necessary electrical wiring.
4.2.	Lightning Protection
4.2.1.	All towers shall be supplied with a complete grounding system which conforms to the minimum requirements of EIA RS-222, Section 12, and "Protective Grounding".
4.2.2.	Each tower with a height greater than 30 feet must be equipped with a lightning rod fastened at the extreme top of the tower.
4.2.33	A galvanized steel lightning rod, with minimum dimensions of 5/8 inch diameter by 4 feet long, shall be attached so as to extend a minimum of 18 inches above the highest point of the tower, including all attachments.
4.2.4.	Ground rods shall be 5/8 inch diameter, 8 feet long, copper clad, and shall be driven not less than 8 feet into the ground.
4.2.5.	If ground rods cannot be driven to the full 8 foot depth, they may be driven on an angle or buried in a horizontal trench to allow the full 8 foot length to be buried.
4.2.6.	All grounding wire shall be not less than number 6 bare copper, and connected by use of the proper mechanical connectors.
4.2.7.	Any and all equipment mounted on the tower shall be so fastened as to be effectively grounded.
4.2.8.	Testing of grounding systems are the responsibility of the radio installer or others, not that of the tower vendor.
4.3.	Antenna Mounts
4.3.1.	Pipe mounts shall be plumb in each axis unless specified otherwise.
4.3.2.	Pipe mounts shall be positioned to prevent the antenna feed horn assembly from being directly opposite a tower member. Pipe mount positioning should not prevent direct waveguide installation to any antenna.
4.3.3.	Mounts and stiff arm support locations shall meet or exceed the standards specified by the antenna manufacturer in their latest installation bulletin.
4.3.4.	Waveguide support shall be engineered to provide supports at intervals not greater than 4 feet O.C. This support can be in the form of leg clamps, waveguide ladders or horizontal bridges.
4.3.5.	Waveguide support capacity shall provide for one waveguide run for each present and future antenna, unless otherwise specified.

4.3.6.	The waveguide bridge shall provide support and protection of waveguide runs between the tower and building structures.
4.3.7.	Waveguide support structures shall be grounded in accordance with the tower grounding specification.
4.3.8.	Wall entries must be specified by the customer in terms of sizes and number of openings required. They shall be designed and installed to be completely weatherproof and to accommodate all present and future waveguide runs.
5.	FOUNDATION DESIGN
5.1.	The vendor will be required to develop foundation designs based on soil conditions reported by the customer.
5.2.	Foundation recommendations contained within soils reports are general in nature and are made without benefit of tower reaction information. The ultimate authority and responsibility for the foundation design rests with the vendor.
5.3.	In the absence of a customer furnished soils report, normal soil conditions as described in EIA Standard RS-222 will be assumed .for the foundation design.
5.4.	Foundation designs should utilize, as a minimum, 3000 psi concrete and grade 40 reinforcing steel. When specified, a concrete mix design shall be submitted to the tower engineer to ensure that materials are proportioned by weight to produce concrete with a minimum compressive strength at 28 days of 3000 psi.
5.5.	Where a soil investigation indicates that adequate rock conditions exist, grouted anchors may be designed. Field tension testing shall be done when specified.
5.6.	When abnormal soil conditions are encountered to the extent that additional charges may be incurred, the customer must verify said conditions. Soil tests shall be provided by the customer.

23. TOWERS, ACCESSORIES & APPURTENANCES

Category Definition: Radio tower accessories, antenna stand-offs, antenna array mounts, ice shields, cable bridges, grounding materials, cable entry-panels, non-penetrating and ballasted antenna mounts, anti-climb panels, and related products.

Example Product: One - non-penetrating/ballasted antenna mount.

For Bidding Purposes: vendor shall assume that (1) customer will resolve all the building structural capacity issues, (2) manage all permits, (3) provide ballast material, and (4) contract for erection services.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	DESCRIPTION	
1.1.	Non-penetrating mount that provides a single mast	
1.2.	Load = One (1) panel antenna	
1.3.	Antenna Height = 10 feet	
1.4.	Roof Protection pads (1/2" rubber mat) are required	
2.	Conform to "OVERALL SPECIFICATION" requirements.	
3.	SITE INFORMATION	

3.1.	Location = Oregon, Willamette Valley, Portland metropolitan area	
3.2.	Flat roof of a typical warehouse building	
4.	ANTENNA DETAILS	
4.1.	Panel Antenna	
4.1.1.	Maximum Gust Speed = 200 kph	
4.1.2.	Wind Loading = 630 N @ 160 km/h	
4.1.3.	Wind Survival = 250 kph	
4.1.4.	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
4.1.5.	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
4.1.6.	Weight = 7.5 kgs Including Mounting Brackets	
4.1.7.	Lateral thrust (100 mph No Ice) 122 lbs	
4.1.8.	Torsional moment (100 mph No Ice) 132 ft-lbs	
4.1.9.	Bending moment (100 mph No Ice) 701 ft-lbs	
5.	WARRANTY = 5-YEARS	

24. TOWERS, DEPLOYABLE / TEMPORARY

Category Definition: Deployable radio towers designed and constructed for temporary installation, fixed or transportable configurations, along with specially configured transport vehicles, accessories and appurtenances.

Example Product: One – 40-foot extendable tower mounted on 16 foot enclosed cargo trailer for rapid deployment to tactical events.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	TOWER	
1.1.	Structure type: extendable guy wire supported	
1.2.	Maximum height: 40 feet	
1.3.	Maximum payload: > 120 pounds	
1.4.	Maximum antenna load: >15 ft. ²	
1.5.	Rated wind speed: 70 mph	
1.6.	Antenna mount: 2 inch diameter pipe, with > 72” extending above the tower.	
2.	TOWER MOUNTING / DEPLOYMENT	

2.1.	When retracted the tower shall tilt to horizontal position for transport atop the trailer.	
2.2.	A carried mechanism shall allow the tower to move from the stored position to a position where it can be tilted for deployment.	
2.3.	When in the vertical position, the tower sections shall be extended by means of a 12 V DC electric winch, with manual override.	
2.4.	All guy wire materials shall be supplied with the tower.	
2.5.	Guy wire anchors for normal soil conditions shall be supplied with the tower. (Other anchor configurations shall be available as options.)	
3.	TRAILER	
3.1.	Gross vehicle weight rating (GCWR): > 6500 lbs	
3.2.	Number of axles: 2 (tandem)	
3.3.	Overall width: < 102 inches	
3.4.	Overall length, excluding coupler: <22 feet	
3.5.	Coupler Size: Standard ball @ 2-5/16 inches	
3.6.	Electrical connector: Standard 7-pin	
3.7.	Electric brakes: all wheels	
3.8.	All DOT required lighting (LED), safety change, and breakaway switch with battery shall be included.	
3.9.	The trailer interior shall be open space ready for customization	
3.9.1.	Interior width: 96 inches	
3.9.2.	Interior height: > 76 inches	
3.9.3.	Interior length: > 200 inches	

3.10.

Doors: rear = full width; right front equal 36 inch

25. TOWERS, GUYED

Category Definition: Guy wire supported type towers, tower engineering and design, foundation engineering and design, along with associated components and hardware.

Example Product: One - 140-foot guy-wire-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are to be specified and priced under a separate sub-category.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Tower Type = Guy-Wire-Supported	
1.3.	Overall height = 140 feet, excluding lightening rod	
2.	Conform to “OVERALL SPECIFICATION” requirements.	

3.	SITE INFORMATION	
3.1.	Location = Oregon, east side of Willamette Valley, Cascade foothills	
3.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
3.3.	Exposure Classification C, open terrain without forest or significant structures.	
3.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
3.5.	Site Access = gravel road	
3.6.	FAA Clearance = lighting not required	
4.	HEIGHT & LOAD INFORMATION <ul style="list-style-type: none"> - includes future capacity - refer to antenna details (section 5) 	
4.1.	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 220° (per 5.1 below)	
4.2.	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 130° (per 5.1 below)	
4.3.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 100° (per 5.4 below)	
4.4.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 180° (per 5.4 below)	
4.5.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 270° (per 5.4 below)	
4.6.	@80-feet = Base Radio antenna, with bottom and top	

	mounts and 4-foot side arms – orientation = 0° (per 5.3 below)	
4.7.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 120° (per 5.3 below)	
4.8.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 240° (per 5.3 below)	
4.9.	@110-feet = Panel antenna, with mounts – orientation = 40° (per 5.2 below)	
4.10.	@110-feet = Panel antenna, with mounts – orientation = 160° (per 5.2 below)	
4.11.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 0° (per 5.3 below)	
4.12.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 120° (per 5.3 below)	
4.13.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 240° (per 5.3 below)	
4.14.	@140-feet = Lightning Rod > 10-feet, to extend above topmost antenna.	
5.	ANTENNA DETAILS	
5.1.	Microwave Antenna	
5.2.	Antenna Diameter = 6 feet	

5.3.	Mounting Pipe Diameter = 4.5 in	
5.4.	Net Weight = 254 lbs	
5.5.	Wind Velocity Operational = 68 mph	
5.6.	Wind Velocity Survival Rating = 124 mph	
5.7.	<p>Wind Forces At Wind Velocity Survival Rating</p> <ul style="list-style-type: none"> - Angle α for MT Max = -130 ° - Axial Force (FA) = 1741 lbf - Side Force (FS) = 862 lbf - Twisting Moment (MT) = 2955 N/m - Weight with 1/2 in (12 mm) Radial Ice = 518 lbs - Zcg with 1/2 in (12 mm) Radial Ice = 26 in - Zcg without Ice = 18 in 	
5.8.	Panel Antenna	
5.8.1	Maximum Gust Speed = 200 kph	
5.8.2	Wind Loading = 630 N @ 160 km/h	
5.8.3	Wind Survival = 250 kph	
5.8.4	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
5.8.5	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
5.8.9	Weight = 7.5 kgs Including Mounting Brackets	
5.9.	Base Radio Antenna (Open Dipole)	
5.9.1	Depth = 4 in	
5.9.2	Length/ Height = 240 in	

5.9.3	Width = 26.5 in	
5.9.4	Base pipe diameter = 2.38 in	
5.9.5	Weight = 57.5 lbs	
5.9.6	Temperature range -40 to +140 °F	
5.9.7	Wind Loading Area (Flat Plate Equivalent) 3.34 ft ²	
5.9.8	Wind Loading Area (1/2" ice) 5.67 ft ²	
5.9.10.	Rated wind velocity (no ice) 135 mph	
5.9.11.	Rated wind velocity (1/2" radial ice) 95 mph	
5.9.12.	Lateral thrust (100 mph No Ice) 122 lbs	
5.9.13	Torsional moment (100 mph No Ice) 132 ft-lbs	
5.9.14	Bending moment (100 mph No Ice) 701 ft-lbs	
5.10.	Enclosed Yagi Antenna	
5.10.1	Depth = 11.5 in	
5.10.2	Length/ Height = 34.13 in	
5.10.3	Width = 11.5 in	
5.10.4	Base pipe diameter = 2.38 in	
5.10.5	Base pipe mounting length = 10.25 in	
5.10.6	Weight = 7.5 lbs	
5.10.7	Weight iced = 27.7 lbs	
5.10.8	Wind Loading Area (Flat Plate Equivalent) = 1.42 ft ²	
5.10.9	Wind Loading Area (1/2" ice) = 1.77 ft ²	
5.10.10.	Rated wind velocity (no ice) = 195 mph	

5.10.11.	Rated wind velocity (1/2" radial ice) = 175 mph	
5.10.12.	Lateral thrust (100 mph No Ice) 49.9 = lbs	
5.10.13.	Bending moment (100 mph No Ice) = 69 ft-lbs	
6.	Climb-Safety per " OVERALL SPECIFICATIONS "	
7.	Foundation design per " OVERALL SPECIFICATION " and identified site conditions.	
8.	PE stamped plans for " OVERALL SPECIFICATIONS "	
9.	WARRANTY = 5-years	

26. TOWERS, GUYED, LIGHT

Category Definition: Light duty lattice type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - light duty 60-foot self-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Tower Type = Self-Supported	
1.3.	Overall height = 60 feet, excluding lightening rod	
2.	Conform to “OVERALL SPECIFICATION” requirements.	

3.	LIGHT DUTY DEFINITION	
3.1.	Decreased height and loading requirements	
3.2.	Component transport in units of 10-feet or less	
3.3.	Erection can be accomplished without the use of heavy equipment	
4.	SITE INFORMATION	
4.1.	Location = Oregon, east side of Willamette Valley, Cascade foothills	
4.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
4.3.	Exposure Classification C, open terrain without forest or significant structures.	
4.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
4.5.	Site Access = gravel road	
4.6.	FAA Clearance = lighting not required	
5.	HEIGHT & LOAD INFORMATION <ul style="list-style-type: none"> - includes future capacity - refer to antenna details (refer to antenna details in section 6) 	
5.1.	@40-feet = Enclosed Yagi antenna, with mounts – orientation = 100° (per 6.3 below)	
5.2.	@40-feet = Enclosed Yagi antenna, with mounts – orientation = 200° (per 6.3 below)	
5.3.	@40-feet = Panel antenna, with mounts – orientation =	

	40° (per 6.1 below)	
5.4.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 0° (per 6.2 below)	
5.5.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 180° (per 6.2 below)	
5.6.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 240° (per 6.2 below)	
6.	ANTENNA DETAILS	
6.1.	Panel Antenna	
6.1.1.	Maximum Gust Speed = 200 kph	
6.1.2.	Wind Loading = 630 N @ 160 km/h	
6.1.3.	Wind Survival = 250 kph	
6.1.4.	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
6.1.5.	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
6.1.6.	Weight = 7.5 kgs Including Mounting Brackets	
6.2.	Base Radio Antenna (Open Dipole)	
6.2.1.	Depth = 4 in	
6.2.2.	Length/ Height = 240 in	
6.2.3.	Width = 26.5 in	

6.2.4.	Base pipe diameter = 2.38 in	
6.2.5.	Weight = 57.5 lbs	
6.2.6.	Temperature range -40 to +140 °F	
6.2.7.	Wind Loading Area (Flat Plate Equivalent) 3.34 ft ²	
6.2.8.	Wind Loading Area (1/2" ice) 5.67 ft ²	
6.2.9.	Rated wind velocity (no ice) 135 mph	
6.2.10.	Rated wind velocity (1/2" radial ice) 95 mph	
6.2.11.	Lateral thrust (100 mph No Ice) 122 lbs	
6.2.12.	Torsional moment (100 mph No Ice) 132 ft-lbs	
6.2.13.	Bending moment (100 mph No Ice) 701 ft-lbs	
6.3.	Enclosed Yagi Antenna	
6.3.1.	Depth = 11.5 in	
6.3.2.	Length/ Height = 34.13 in	
6.3.3.	Width = 11.5 in	
6.3.4.	Base pipe diameter = 2.38 in	
6.3.5.	Base pipe mounting length = 10.25 in	
6.3.6.	Weight = 7.5 lbs	
6.3.7.	Weight iced = 27.7 lbs	
6.3.8.	Wind Loading Area (Flat Plate Equivalent) = 1.42 ft ²	
6.3.9.	Wind Loading Area (1/2" ice) = 1.77 ft ²	
6.3.10	Rated wind velocity (no ice) = 195 mph	
6.3.11.	Rated wind velocity (1/2" radial ice) = 175 mph	

6.3.12.	Lateral thrust (100 mph No Ice) 49.9 = lbs	
6.3.13.	Bending moment (100 mph No Ice) = 69 ft-lbs	
7.	Climb-Safety per " Overall Specifications "	
8.	Foundation design per " Overall Specification " and identified site conditions.	
9.	PE stamped plans for " Overall Specifications "	
10.	Warranty = 5-years	

27. TOWERS, LATTICE

Category Definition: Self-supporting type towers (3-leg and 4 leg), tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 140-foot self-supporting communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are to be specified and priced under a separate sub-category.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Tower Type = Self-Supporting, 3-Leg	
1.3.	Overall height = 140 feet, excluding lightening rod	
2.	Conform to “OVERALL SPECIFICATION” requirements.	

3.	SITE INFORMATION	
3.1.	Location = Oregon, east side of Willamette Valley, Cascade foothills	
3.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
3.3.	Exposure Classification C, open terrain without forest or significant structures.	
3.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
3.5.	Site Access = gravel road	
3.6.	FAA Clearance = lighting not required	
4.	HEIGHT & LOAD INFORMATION <ul style="list-style-type: none"> - includes future capacity - refer to antenna details (section 5) 	
4.1.	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 220° (per section 5.1 below)	
4.2.	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 130° (per section 5.1 below)	
4.3.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 100° (per section 5.4 below)	
4.4.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 180° (per section 5.4 below)	
4.5.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 270° (per section 5.4 below)	
4.6.	@80-feet = Base Radio antenna, with bottom and top	

	mounts and 4-foot side arms – orientation = 0° (per section 5.3 below)	
4.7.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 120° (per section 5.3 below)	
4.8.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 240° (per section 5.3 below)	
4.9.	@110-feet = Panel antenna, with mounts – orientation = 40° (per section 5.2 below)	
4.10.	@110-feet = Panel antenna, with mounts – orientation = 160° (per section 5.2 below)	
4.11.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 0° (per section 5.3 below)	
4.12.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 120° (per section 5.3 below)	
4.13.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 240° (per section 5.3 below)	
5.	ANTENNA DETAILS	
5.1.	Microwave Antenna	
5.1.1.	Antenna Diameter = 6 feet	
5.1.2.	Mounting Pipe Diameter = 4.5 in	
5.1.3.	Net Weight = 254 lbs	

5.1.4.	Wind Velocity Operational = 68 mph	
5.1.5.	Wind Velocity Survival Rating = 124 mph	
5.1.6.	<p>Wind Forces At Wind Velocity Survival Rating</p> <ul style="list-style-type: none"> - Angle α for MT Max = -130 ° - Axial Force (FA) = 1741 lbf - Side Force (FS) = 862 lbf - Twisting Moment (MT) = 2955 N/m - Weight with 1/2 in (12 mm) Radial Ice = 518 lbs - Zcg with 1/2 in (12 mm) Radial Ice = 26 in - Zcg without Ice = 18 in 	
5.2.	Panel Antenna	
5.2.1.	Maximum Gust Speed = 200 kph	
5.2.2.	Wind Loading = 630 N @ 160 km/h	
5.2.3.	Wind Survival = 250 kph	
5.2.4.	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
5.2.5.	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
5.2.6.	Weight = 7.5 kgs Including Mounting Brackets	
5.3.	Base Radio Antenna (Open Dipole)	
5.3.1.	Depth = 4 in	
5.3.2.	Length/ Height = 240 in	
5.3.3.	Width = 26.5 in	
5.3.4.	Base pipe diameter = 2.38 in	

5.3.5.	Weight = 57.5 lbs	
5.3.6.	Temperature range -40 to +140 °F	
5.3.7.	Wind Loading Area (Flat Plate Equivalent) 3.34 ft ²	
5.3.8.	Wind Loading Area (1/2" ice) 5.67 ft ²	
5.3.9.	Rated wind velocity (no ice) 135 mph	
5.3.10.	Rated wind velocity (1/2" radial ice) 95 mph	
5.3.11.	Lateral thrust (100 mph No Ice) 122 lbs	
5.3.12.	Torsional moment (100 mph No Ice) 132 ft-lbs	
5.3.13.	Bending moment (100 mph No Ice) 701 ft-lbs	
5.4.	Enclosed Yagi Antenna	
5.4.1.	Depth = 11.5 in	
5.4.2.	Length/ Height = 34.13 in	
5.4.3.	Width = 11.5 in	
5.4.4.	Base pipe diameter = 2.38 in	
5.4.5.	Base pipe mounting length = 10.25 in	
5.4.6.	Weight = 7.5 lbs	
5.4.7.	Weight iced = 27.7 lbs	
5.4.8.	Wind Loading Area (Flat Plate Equivalent) = 1.42 ft ²	
5.4.9.	Wind Loading Area (1/2" ice) = 1.77 ft ²	
5.4.10.	Rated wind velocity (no ice) = 195 mph	
5.4.11.	Rated wind velocity (1/2" radial ice) = 175 mph	
5.4.12.	Lateral thrust (100 mph No Ice) 49.9 = lbs	

5.4.13.	Bending moment (100 mph No Ice) = 69 ft-lbs	
6.	Climb-Safety per " Overall Specifications "	
7.	Foundation design per " Overall Specification " and identified site conditions.	
8.	PE stamped plans for " Overall Specifications "	
9.	Warranty = 5-years	

28. TOWERS, LATTICE, LIGHT

Category Definition: Light duty lattice type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: Light duty 60-foot self-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are to be specified and priced under a separate sub-category.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Tower Type = Self-Supported	
1.3.	Overall height = 60 feet, excluding lightning rod	
2.	Conform to “OVERALL SPECIFICATION” requirements.	

3.	LIGHT DUTY DEFINITION	
3.1.	Decreased height and loading requirements	
3.2.	Component transport in units of 10-feet or less	
3.3.	Erection can be accomplished without the use of heavy equipment	
4.	SITE INFORMATION	
4.1.	Location = Oregon, east side of Willamette Valley, Cascade foothills	
4.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
4.3.	Exposure Classification C, open terrain without forest or significant structures.	
4.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
4.5.	Site Access = gravel road	
4.6.	FAA Clearance = lighting not required	
5.	HEIGHT & LOAD INFORMATION <ul style="list-style-type: none"> - includes future capacity - refer to antenna details (section 6) 	
5.1.	@40-feet = Enclosed Yagi antenna, with mounts – orientation = 100° (per section 6.3 below)	
5.2.	@40-feet = Enclosed Yagi antenna, with mounts – orientation = 200° (per section 6.3 below)	
5.3.	@40-feet = Panel antenna, with mounts – orientation = 40° (per section 6.1 below)	

5.4.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 0° (per section 6.2 below)	
5.5.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 180° (per section 6.2 below)	
5.6.	@50-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 240° (per section 6.2 below)	
5.7.	@60-feet = Lightning Rod > 10-feet, to extend above topmost antenna.	
6.	ANTENNA DETAILS	
6.1.	Panel Antenna	
6.1.1.	Maximum Gust Speed = 200 kph	
6.1.2.	Wind Loading = 630 N @ 160 km/h	
6.1.3.	Wind Survival = 250 kph	
6.1.4.	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
6.1.5.	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
6.1.6.	Weight = 7.5 kgs Including Mounting Brackets	
6.2.	Base Radio Antenna (Open Dipole)	
6.2.1.	Depth = 4 in	
6.2.2.	Length/ Height = 240 in	

6.2.3.	Width = 26.5 in	
6.2.4.	Base pipe diameter = 2.38 in	
6.2.5.	Weight = 57.5 lbs	
6.2.6.	Temperature range -40 to +140 °F	
6.2.7.	Wind Loading Area (Flat Plate Equivalent) 3.34 ft ²	
6.2.8.	Wind Loading Area (1/2" ice) 5.67 ft ²	
6.2.9.	Rated wind velocity (no ice) 135 mph	
6.2.10.	Rated wind velocity (1/2" radial ice) 95 mph	
6.2.11.	Lateral thrust (100 mph No Ice) 122 lbs	
6.2.12.	Torsional moment (100 mph No Ice) 132 ft-lbs	
6.2.13.	Bending moment (100 mph No Ice) 701 ft-lbs	
6.3.	Enclosed Yagi Antenna	
6.3.1.	Depth = 11.5 in	
6.3.2.	Length/ Height = 34.13 in	
6.3.3.	Width = 11.5 in	
6.3.4.	Base pipe diameter = 2.38 in	
6.3.5.	Base pipe mounting length = 10.25 in	
6.3.6.	Weight = 7.5 lbs	
6.3.7.	Weight iced = 27.7 lbs	
6.3.8.	Wind Loading Area (Flat Plate Equivalent) = 1.42 ft ²	
6.3.9.	Wind Loading Area (1/2" ice) = 1.77 ft ²	
6.3.10.	Rated wind velocity (no ice) = 195 mph	

6.3.11.	Rated wind velocity (1/2" radial ice) = 175 mph	
6.3.12.	Lateral thrust (100 mph No Ice) 49.9 = lbs	
6.3.13.	Bending moment (100 mph No Ice) = 69 ft-lbs	
7.	Climb-Safety per " Overall Specifications "	
8.	Foundation design per " Overall Specification " and identified site conditions.	
9.	PE stamped plans for " Overall Specifications "	
10.	Warranty = 5-years	

29. TOWERS, MONOPOLE

Category Definition: Monopole type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 140-foot monopole communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are to be specified and priced under a separate sub-category.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Tower Type = Monopole	
1.3.	Overall height = 140 feet, excluding lightening rod	
2.	Conform to “ OVERALL SPECIFICATION ” requirements.	
3.	SITE INFORMATION	

3.1	Location = Oregon, east side of Willamette Valley, Cascade foothills	
3.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
3.3.	Exposure Classification C, open terrain without forest or significant structures.	
3.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
3.5.	Site Access = gravel road	
3.6.	FAA Clearance = lighting not required	
4.	HEIGHT & LOAD INFORMATION <ul style="list-style-type: none"> - includes future capacity - refer to antenna details (section 15) 	
4.1	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 220° (per section 15.1 below)	
4.2	@40-feet = Microwave antenna, with mounts and ice shield – orientation = 130° (per section 15.1 below)	
4.3.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 100° (per section 15.4 below)	
4.4.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 180° (per section 15.4 below)	
4.5.	@60-feet = Enclosed Yagi antenna, with mounts and ice shield – orientation = 270° (per section 15.4 below)	
4.6.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 0° (per	

	section 15.3 below)	
4.7.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 120° (per section 15.3 below)	
4.8.	@80-feet = Base Radio antenna, with bottom and top mounts and 4-foot side arms – orientation = 240° (per section 15.3 below)	
4.9.	@110-feet = Panel antenna, with mounts – orientation = 40° (per section 15.2 below)	
4.10	@110-feet = Panel antenna, with mounts – orientation = 160° (per section 15.2 below)	
4.11.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 0° (per section 15.3 below)	
4.12.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 120° (per section 15.3 below)	
4.13.	@130-feet = Base Radio antenna, with bottom and center mounts and 4-foot side arms – orientation = 240° (per section 15.3 below)	
5.	ANTENNA DETAILS	
5.1.	Microwave Antenna	
5.1.1.	Antenna Diameter = 6 feet	
5.1.2.	Mounting Pipe Diameter = 4.5 in	
5.1.3.	Net Weight = 254 lbs	
5.1.4.	Wind Velocity Operational = 68 mph	

5.1.5.	Wind Velocity Survival Rating = 124 mph	
5.1.6.	<p>Wind Forces At Wind Velocity Survival Rating</p> <ul style="list-style-type: none"> - Angle α for MT Max = -130 ° - Axial Force (FA) = 1741 lbf - Side Force (FS) = 862 lbf - Twisting Moment (MT) = 2955 N/m - Weight with 1/2 in (12 mm) Radial Ice = 518 lbs - Zcg with 1/2 in (12 mm) Radial Ice = 26 in - Zcg without Ice = 18 in 	
5.2	Panel Antenna	
5.2.1.	Maximum Gust Speed = 200 kph	
5.2.2.	Wind Loading = 630 N @ 160 km/h	
5.2.3.	Wind Survival = 250 kph	
5.2.4.	Mounting = Twin Vertically Spaced Clamps for Attachment to 20-115 mm Mounting Pipe	
5.2.5.	Dimensions: W x H x T = 930 x 500 x 60 mm (+ Mounting Brackets)	
5.2.6.	Weight = 7.5 kgs Including Mounting Brackets	
5.3	Base Radio Antenna (Open Dipole)	
5.3.1.	Depth = 4 in	
5.3.2.	Length/ Height = 240 in	
5.3.3.	Width = 26.5 in	
5.3.4.	Base pipe diameter = 2.38 in	
5.3.5.	Weight = 57.5 lbs	

5.3.6.	Temperature range -40 to +140 °F	
5.3.7.	Wind Loading Area (Flat Plate Equivalent) 3.34 ft ²	
5.3.8.	Wind Loading Area (1/2" ice) 5.67 ft ²	
5.3.9.	Rated wind velocity (no ice) 135 mph	
5.3.10.	Rated wind velocity (1/2" radial ice) 95 mph	
5.3.11.	Lateral thrust (100 mph No Ice) 122 lbs	
5.3.12.	Torsional moment (100 mph No Ice) 132 ft-lbs	
5.3.13.	Bending moment (100 mph No Ice) 701 ft-lbs	
5.4.	ENCLOSED YAGI ANTENNA	
5.4.1.	Depth = 11.5 in	
5.4.2.	Length/ Height = 34.13 in	
5.4.3.	Width = 11.5 in	
5.4.4.	Base pipe diameter = 2.38 in	
5.4.5.	Base pipe mounting length = 10.25 in	
5.4.6.	Weight = 7.5 lbs	
5.4.7.	Weight iced = 27.7 lbs	
5.4.8.	Wind Loading Area (Flat Plate Equivalent) = 1.42 ft ²	
5.4.9.	Wind Loading Area (1/2" ice) = 1.77 ft ²	
5.4.10.	Rated wind velocity (no ice) = 195 mph	
5.4.11.	Rated wind velocity (1/2" radial ice) = 175 mph	
5.4.12.	Lateral thrust (100 mph No Ice) 49.9 = lbs	
5.4.13.	Bending moment (100 mph No Ice) = 69 ft-lbs	

6.	.Climb-Safety per "OVERALL SPECIFICATIONS"	
7.	Foundation design per "OVERALL SPECIFICATION" and identified site conditions.	
8.	PE stamped plans for "OVERALL SPECIFICATIONS"	
9.	WARRANTY = 5-years	

30. TOWERS, PASSIVE MICROWAVE REPEATER

Category Definition: Passive microwave repeater (reflector) structures, structure engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 20 foot by 32 foot passive microwave repeater.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services.

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

Manufacturer:	
Product Model Name/Number:	

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

Note: Symbols for less-than (<) or greater-than (>) shall be interpreted to include equal-to the specified value.

Item #	Description	Describe/explain how Vendor meets or exceeds specifications
1.	SUMMARY DESCRIPTION	
1.1.	ANSI/EIA/TIA-222-G or current nationally approved standard, Structure Classifications III, Essential Communications.	
1.2.	Structure Type = Passive Microwave Repeater (Reflector)	
1.3.	Size = 20 feet by 32 feet	
2.	Conform to “ OVERALL SPECIFICATION ” requirements.	

3.	SITE INFORMATION	
3.1.	Location = Oregon, east side of Willamette Valley, Cascade foothills	
3.2.	Topographical Category 3, located at the top of a hill <ul style="list-style-type: none"> - Ground Elevation = 3000 feet - 3.2x above Average Surrounding Terrain 	
3.3.	Exposure Classification C, open terrain without forest or significant structures.	
3.4.	Geotechnical = TIA 222 - Rev G "Presumptive Soil"	
3.5.	Site Access = gravel road	
4.	Foundation design per " OVERALL SPECIFICATION " and identified site conditions.	
5.	PE stamped plans per " OVERALL SPECIFICATIONS "	
6.	WARRANTY = 5-years	

APPENDIX H – PRICE WORKSHEETS

BIDDER INSTRUCTIONS:

*All Bidder pricing must be based on the Sample Product provided in Appendix H Mandatory Requirements. Any category in Appendix H that Bidder has chosen not to submit a bid, must also indicate **NO BID** in the Manufacturer section of the pricing worksheet below.*

1. BATTERIES, MODULAR FLOODED LEAD ACID	
Category Definition: Low-maintenance, long life lead acid battery cells and assemblies, along with all associated installation and maintenance hardware, supplies, and tools.	
Example Product: 48 volt / 1000 Amp-Hour battery assembly in floor-mount rack.	
Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

2. BATTERIES, MODULAR VALVE REGULATED LEAD ACID	
Category Definition: Low-maintenance, long life, Absorbed Glass Mat (AGM) battery cells and assemblies, along with all associated installation and maintenance hardware and tools.	
Example Product: 48 volt / 1000 Amp-Hour battery assembly in floor-mount rack.	
Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

3. BATTERIES, MONO-BLOCK VALVE REGULATED LEAD ACID

Category Definition: Low-maintenance Absorbed Glass Mat (AGM) and Gel battery blocks of various voltage and capacity configurations, along with all associated installation and maintenance hardware and tools.

Example Product: 48 volt / 100 Amp-Hour battery assembly to mount in 19" equipment.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Other Products/Services:	

4. BATTERIES, PORTABLE RADIO

Category Definition: high-capacity rechargeable batteries for public safety grade radios, along with single and multi-unit chargers, and all associated accessories and supplies.

Example Product: Quantity 200 — 3000 mAh, 7.4 volt battery for Motorola APX6000 and/or APX7000 portable radio.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

5. EQUIPMENT SHELTERS, BALLASTED

Category Definition: Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation; along with necessary accessories and appurtenances, including antenna mast, RF shielding, and grounding systems.

Example Product: 40 ft.² equipment shelter equipped for helicopter transport.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

6. EQUIPMENT SHELTERS, CONCRETE

Category Definition: Equipment shelters of various sizes constructed of precast concrete, specifically designed and constructed for extreme installation locations.

Example Product: 40 ft.² equipment shelter.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

7. EQUIPMENT SHELTERS, FIBERGLASS

Category Definition: Equipment shelters of molded fiberglass construction, specifically designed and constructed for extreme installation locations.

Example Product: 40 ft.² equipment shelter equipped for helicopter transport.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

8. EQUIPMENT SHELTERS, FRAMED LIGHT-WEIGHT

Category Definition: Equipment shelters of framed construction; with metal, cement board, or other composite exterior; specifically designed and constructed for extreme installation locations.

Example Product: 40 ft.² equipment shelter.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

9. EQUIPMENT SHELTERS, OUTDOOR CABINET

Category Definition: Equipment cabinets of single and multiple widths of EIA standard 19" and 23" rack, in various depths and heights; , specifically designed and constructed for extreme installation locations; providing protection conforming to NEMA-3R, UL50, and UL50E standards, along with associated components and hardware.

Example Product: Single width, 19" - 84 RU cabinet of 25 inch depth.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

10. FURNITURE, DISPATCH CONSOLE

Category Definition: Specialized dispatch center workstations, CPU enclosures, and auxiliary furniture such as storage units, printer cabinets, files, and tables.

Example Product: 911-Center Dispatch Workstation with partitioned screens.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

11. INTEROPERABILITY GATEWAY DEVICES

Category Definition: Devices that interface multiple radios, of multiple makes and models, to analog telephones, to IP telephone networks, and to other devices; allowing multiple simultaneous voice communications to facilitate incident interoperability between respondents equipped with otherwise incompatible technologies; fixed, mobile, and portable devices; analog, digital, or IP-based devices; along with associated firmware and software, interface devices, connecting cables, and accessories.

Example Product: IP Gateway Device Configured to Support a Mobile Command Post.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

12. MICROWAVE RADIO, NATIVE IP, 3-6 GHz

Category Definition: Point-to-Point digital microwave radio equipment to operate on Part 90 and Part 101 licensed frequencies above 3 GHz; capable of RF power above +20 dBm; providing native IP and analog interfaces; with mid to high throughput capacity; along with required bandwidth management / routing equipment and software.

Example Product: 4.9 GHz microwave radio, providing 20 Mbps raw data throughput.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

13. MICROWAVE RADIO, NATIVE IP, 900 MHZ

Category Definition: Point-to-Point digital radio equipment to operate on Part 90 and Part 101 licensed frequencies below 3 GHz; capable of RF power above +25 dBm; providing native IP with low throughput capacity; with digital and analog interfaces; along with antennas and associated hardware.

Example Product: 900 MHz digital radio, providing 300 Kbps raw data throughput.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

14. MONITORING & ALARM, ENVIRONMENTAL

Category Definition: Automated communication systems for collecting and transmitting environmental data for emergency notification (fire, flood, volcanic eruption, tsunami, etc.), along with all associated hardware, software, and accessories to complete and maintain the system.

Example Product: Remote Automated Weather Station (RAWS) per NFDRS Standards.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

15. MONITORING & ALARM, RADIO NETWORK

Category Definition: IP and analog radio network monitoring software & hardware, SCADA software & hardware, SNMP manager and agent software & hardware, remote terminal units (RTU), RF and radio site sensors.

Example Product: A hypothetical radio system monitoring configuration.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

16. POWER SYSTEMS, DC CONVERSION

Category Definition: AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect, DC breakers, power distribution panels, and associated hardware and software.

Example Product: 12VDC 75 AMP Battery Charger.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

17. POWER SYSTEMS, FUEL CELL

Category Definition: fuel-cell generators using either gaseous hydrogen or methanol fuel, along with specialized racks and/or cabinets, fuel storage subsystems, and installation materials.

Example Product: 2.5 Kw Fuel Cell Backup DC Power Generator.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

18. POWER SYSTEMS, ELECTRO-MECHANICAL GENERATORS

Category Definition: AC and DC power generators operating with diesel, gasoline or propane fuel. Indoor or Outdoor installation systems to include transfer switches, panels, monitoring, and controlling accessories including timing and sensing functions with related hardware and software.

Example Product: 45KW propane fueled outdoor cabinet with automatic transfer switch, remote monitoring and control.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

19. POWER SYSTEMS, UNINTERRUPTABLE POWER SUPPLY (UPS)

Category Definition: Uninterruptible Power Systems, AC to AC, AC to DC double conversion on line, with associated installation wiring components, hardware and software, rack mount, vertical tower, free standing.

Example Product: Uninterruptible Power System Double Conversion on line 120 VAC input 120VAC output 2100 watts/ 3000 VA.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

20. TEST EQUIPMENT, MULTIFUNCTION RADIO TEST SET

Category Definition: Specialized high-accuracy multi-function test instrument for the testing of two way radios. Includes: portable instruments, rugged field service instruments, laboratory instruments, along with related test adapters and accessories.

Example Product: Compact multifunction instrument for testing and alignment of two-way radios (AKA: Radio Service Monitor).

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

21. TEST EQUIPMENT, SPECIALIZED RF INSTRUMENTS

Category Definition: Specialized high-accuracy radio frequency instrument for the analysis of radio systems. Includes: Signal generators, signal analyzers, spectrum analyzers, power meters, antenna measurement instruments; configured as portable instruments, rugged field service instruments, laboratory instruments; along with related test adapters and required accessories.

Example Product: Portable, 2-Port Vector Network Analyzer & Spectrum Analyzer — a field instrument for the analysis of RF antenna systems, filters, and cables.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

22. TOWERS, OVERALL SPECIFICATION

This is a placeholder ONLY. No PRICING IS REQUIRED FOR THIS NUMBER

23. TOWERS, ACCESSORIES & APPURTENANCES

Category Definition: Radio tower accessories, antenna stand-offs, antenna array mounts, ice shields, cable bridges, grounding materials, cable entry-panels, non-penetrating and ballasted antenna mounts, anti-climb panels, and related products.

Example Product: One - non-penetrating/ballasted antenna mount.

For Bidding Purposes: vendor shall assume that (1) customer will resolve all the building structural capacity issues, (2) manage all permits, (3) provide ballast material, and (4) contract for erection services.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

24. TOWERS, DEPLOYABLE / TEMPORARY

Category Definition: Deployable radio towers designed and constructed for temporary installation, fixed or transportable configurations, along with specially configured transport vehicles, accessories and appurtenances.

Example Product: One – 40-foot extendable tower mounted on 16 foot enclosed cargo trailer for rapid deployment to tactical events.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

25. TOWERS, GUYED

Category Definition: Guy wire supported type towers, tower engineering and design, foundation engineering and design, along with associated components and hardware.

Example Product: One - 140-foot guy-wire-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

26. TOWERS, GUYED, LIGHT

Category Definition: Light duty lattice type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - light duty 60-foot self-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

27. TOWERS, LATTICE

Category Definition: Self-supporting type towers (3-leg and 4 leg), tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 140-foot self-supporting communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

28. TOWERS, LATTICE, LIGHT

Category Definition: Light duty lattice type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: Light duty 60-foot self-supported communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

29. TOWERS, MONOPOLE

Category Definition: Monopole type towers, tower engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 140-foot monopole communications tower.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services. Note: (4) antenna mounts, stand-offs, ice-shields, and waveguide bridges are be specified and priced under a separate sub-category.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

30. TOWERS, PASSIVE MICROWAVE REPEATER

Category Definition: Passive microwave repeater (reflector) structures, structure engineering and design, foundation engineering and design, and associated components and hardware.

Example Product: One - 20 foot by 32 foot passive microwave repeater.

For Bidding Purposes: Vendor shall assume that (1) customer will supply geotechnical report, (2) manage all permits, and (3) contract for foundation and tower erection services.

Manufacturer:	
Product Model Name/Number:	
Published List Price:	
Percentage Discount:	
Net price:	
Shipping cost, contiguous US:	
Shipping cost, non-contiguous US:	
Other Products/Services:	

APPENDIX I - CUSTOMER REFERENCE QUESTIONNAIRE

(To be completed and returned by the customer reference in support of the vendor’s proposal to the State of Washington for RFP 05715 to supply Public Safety Communication Support Equipment.) See Section 4.10 and 8.1 of the solicitation.

Dear Customer Reference:

We (Vendor’s name: _____) are currently preparing a proposal response for the supply of public safety communication equipment to the State of Washington, Department of Enterprise Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Organization. The State and NASPO ValuePoint are placing an increased emphasis on Vendor’s past performance as an evaluation factor in its solicitations. In furtherance of this RFP requirement, we ask that your governmental organization complete this form and to return it to the RFP Procurement Coordinator identified below. You may complete and submit different questionnaires for different equipment categories or groups of categories if they wish to do so. Should you be contacted by the Procurement Coordinator, you may speak candidly about your response and our company’s past performance.

Your cooperation is appreciated. Should you have any questions about this request, please contact me:

(Vendor’s contact person): _____ Phone: (____) _____.

(The following to be completed by the customer reference.)

Name of reference governmental organization: _____.

Name and title of individual completing this form: _____.

Telephone Number: (____) _____ E-mail: _____

By completing and returning this form we certify the public safety communication equipment checked below was purchased by us from this Vendor and the aggregate value of these purchases exceeded \$250,000 during the past 2 years.

- | | |
|--|---|
| <input type="checkbox"/> Radios | <input type="checkbox"/> Interoperability Gateway Devices |
| <input type="checkbox"/> Microwave (3-6 GHz) | <input type="checkbox"/> Power systems |
| <input type="checkbox"/> Microwave (900 MHz) | <input type="checkbox"/> Test Equipment |
| <input type="checkbox"/> Batteries | <input type="checkbox"/> Monitoring & Alarm |
| <input type="checkbox"/> Equipment Shelters | <input type="checkbox"/> Towers |
| <input type="checkbox"/> Furniture, Dispatch Console | |

PLEASE RATE THE FOLLOWING VENDOR PERFORMANCE ISSUES: (Check one for each value.)

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
1. Ability to communicate effectively.	<input type="checkbox"/>				

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
--	--------------------	----------------------	----------------	----------------------	------------------------

	5	4	3	2	1
2. Ability to meet deadlines:	<input type="checkbox"/>				
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
3. Ability to resolve problems.					
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
4. Competency of staff.	<input type="checkbox"/>				
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
5. Overall reliability.	<input type="checkbox"/>				
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
6. Ability to work with customer to resolve issues.	<input type="checkbox"/>				
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
7. Invoicing competency.					
Comment: _____					

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
8. Responsiveness to resolving invoicing issues.	<input type="checkbox"/>				

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
9. Overall responsiveness.	<input type="checkbox"/>				

Comment: _____

	<i>Exceptional</i>	<i>Above Average</i>	<i>Average</i>	<i>Below Average</i>	<i>Un-satisfactory</i>
	5	4	3	2	1
10. Overall customer service.	<input type="checkbox"/>				

Comment: _____

Any other information that you would like to share about this Vendor:

Signature of person who completed this questionnaire: _____

Please return this completed questionnaire by mail, package delivery, or e-mail attachment. Thank you for your participation.

Neva Peckham, Procurement Coordinator
 State of Washington
 Department of Enterprise Services

Mailing Address:
 Post Office Box 41411
 Olympia, WA 98504-1411

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

E-mail: neva.peckham@des.wa.gov

APPENDIX J – INTENT TO PARTICIPATE

The following Participating Entities (states) have completed and returned an “Intent to Participate” notice indicating their intent to participate in one or more awarded contract for public safety communication equipment. Anticipated annual spend has also been listed for themselves and potential participating political subdivisions within their state. Submission of Intent to Participate does not guarantee a state’s participation.

PARTICIPANT	ANTICIPATED ANNUAL SPEND			
	State	State agencies	Political subdivisions	Aggregate total
Hawaii				\$775,000
Maine		Unknown	Unknown	
Montana		\$25,000	\$100,000	\$125,000
Oregon		Unknown	Unknown	
Vermont		\$300,000	\$300,000	\$600,000
Washington		\$3,500,000	2,475,000	\$5,975,000

APPENDIX K - INDIVIDUAL STATES' TERMS AND CONDITIONS

May be provided below or through RFP Amendment.

WASHINGTON STATE SUPPLEMENTAL STANDARD TERMS AND CONDITIONS

1. Management fee

Contractor will pay a management fee of 0.74 percent to DES on all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases 30 calendar days after notification unless DES grants additional time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fee terms owed to other entities such as the National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise Services
Finance Department
1500 Jefferson St. S.E.
PO Box 41411
Olympia, WA 98504-1411

2. Contract usage report

The management fee will be based on total contract usage (sales), which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

3. Other required term contract reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format

that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

4. Common vendor-registration and bid-notification system

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW [39.29.006](#), known as Washington's Electronic Business Solution (WEBS), at www.ga.wa.gov/webs. Contractors already registered need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate vendor profile.

5. Statewide Payee Desk

Contractors must register with the Washington Statewide Payee Desk, maintained by DES, in order to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

7. In-State Preference/Reciprocity

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

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

6. Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within ten (10) calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Contractor shall maintain compliance with these requirements throughout the life of this contract.

a. Hours of labor

In compliance with RCW [49.28](#), contractor agrees that no worker, laborer, or mechanic in the employ of the contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week. However, in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in WAC [296-127-022](#)) to work a four-day, ten-hour work week.

7. Delivery requirements

a. Hazardous materials:

Consistent with WAC 296-839, all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- The identity of the hazardous material,
- Appropriate hazard warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

8. Taxes, fees and licenses

a. Ferry vessel exemption (as applicable)

Orders for tangible personal property which become a component part of ferry vessels of the State of Washington or local government units in the State of Washington are exempt from use tax under RCW 82.12.0279.

9. General Provisions

a. Governing law and venue

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

b. Immunity and hold harmless

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state (the “Indemnified Parties”), from and against all claims for bodily injury, death or damage to property. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor’s agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Indemnified Parties for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of contractor, its agents, employees, representatives, or any subcontractor or its employees.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

10. Insurance

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2,000,000
Products-completed operations aggregate	\$2,000,000
Personal and advertising injury aggregate	\$1,000,000
Each occurrence (applies to all of the above)	\$1,000,000
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

c. Business Auto Policy (BAP)

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused

by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. Additional insurance provisions

All above insurance policies shall include, but not be limited to, the following provisions:

Additional insured:

The State of Washington and all authorized purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

e. Surplus lines

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee 20 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract. Written notice shall include the affected contract reference number.

Cancellation for non-payment of premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected contract reference number.

Identification:

Policy(ies) and certificates of insurance shall include the affected contract reference number.

f. Insurance carrier rating

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

g. Excess coverage

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

h. Limit adjustments

The state reserves the right to increase or decrease limits as appropriate.

11. Industrial Insurance Coverage

The contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the contractor.

**PARTICIPATING ADDENDUM ("Addendum") to the
STATE OF WASHINGTON on behalf of the
member states of the
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
PUBLIC SAFETY COMMUNICATION SUPPORT EQUIPMENT**

MASTER AGREEMENT No. xxxxxx ("Master Agreement")

with

[Contractor Name xxxxx] (hereinafter "Contractor")

Between Contractor
and

The State of Oregon, acting by and through
the Department of Administrative Services, Procurement Services
(hereinafter "Participating State")

1. Scope and Order of Precedence: This Addendum covers the *Master Agreement for Public Safety Communication Support Equipment* led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

This Addendum establishes an agreement to agree between Contractor and Participating State pursuant to ORS 279B.140, including the provisions of the Master Agreement, provided, however, that any amendments to Master Agreement agreed upon between the State of Washington and Contractor do not automatically become a part of this Addendum. DASPS shall have an opportunity to review all such amendments to the Master Agreement, and if acceptable to DASPS, Contractor and DASPS may negotiate a substantially similar amendment to this Addendum.

This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Purchasing Entities or Authorized Purchasers. Subject to the additional terms and conditions set forth in this Addendum, some of the goods and services offered under the Master Agreement, as set forth in Exhibit No. 3, may be procured under this Addendum. In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the following order of precedence applies:

- (a) this Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
- (c) Exhibit No. 2 Sample Vendor Collected Administrative Fee (VCAF) Report;
- (d) Exhibit No. 3 List of Goods and Services available for purchase under this Addendum;
- (e) any Purchase Order issued by an Authorized Purchaser pursuant to this Addendum; and
- (f) the Master Agreement, including its attachments.

2. Participation: Use of specific NASPO VALUEPOINT cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: Attached hereto as Exhibit No. 1 are the State Specific Terms and Conditions.

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Contractor is authorized to sell under this Addendum, only those materials, supplies, services and/or equipment listed in Exhibit No. 3 and allowed for by the provisions of this Addendum. Contractor shall not represent to any Authorized Purchaser or Purchasing Entity that it has the authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other contracts established by the State of Oregon or DASPS.

4. Lease Agreements: NOT APPLICABLE.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name	
Address	
Telephone	
Fax	
E-mail	

Lead State and Contract Administrator

Name	
Address	
Telephone	
Fax	
E-mail	

Participating Entity:

Name	
Address	
Telephone	
Fax	
E-mail	

6. Subcontractors: All Contractor dealers and resellers authorized in the State of Oregon, as shown on the Contractor's dedicated (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer's or reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Not Exclusive; Selection Process:

7.1 This Participating Addendum is not exclusive. Participating State is free to enter into Participating Addendum with one or more of the other awardees in the Public Safety Communication Support Equipment solicitation as set forth in RFP #05715.

In the event of a multiple award of Master Agreements under the RFP, the State of Oregon may elect not to enter into a Participating Addendum with each of the Awardees. In the event the State of Oregon elects not to enter into a Participating Addendum with each of the Awardees, the State of Oregon may enter into one or more Participating Addendum(s) with the top ranked Awardees before the natural break in numbers occurs. For example, if the Awardees' scores from the RFP evaluation were 77, 74, 73, 71 and then 64.etc, the State of Oregon would find that a natural break occurred at 71 and offer to negotiate and enter into a Participating Addendum with each of the top four Awardees.

7.2 Purchasing Entities - Selection Process for State Agencies. From time to time, Purchasing Entities, *who are state agencies*, may purchase Products or Services from Contractor or other contractors.

7.3 Purchasing Entities, *who are state agencies*, shall use one of the following selection processes for purchases over \$10,000:

1) Highest Ranked Proposer in RFP # 05715: Purchasing Entity or Authorized Purchaser may issue purchase orders or contracts for Products or Services to the Awardee who received the highest total points in RFP # 05715;

OR

2) Cost Comparison: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon price.

OR

3) Compatibility: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon compatibility of existing infrastructure or equipment.

OR

4) Availability: Purchasing Entity or Authorized Purchaser may conduct a Product or Service specific comparison among all holders of Participating Addendum (s) based upon availability.

An Authorized Purchaser subject to DAS procurement authority may follow the provisions of ORS 279B.065 for purchases of \$10,000 or under.

7.4 Purchasing Entity or Authorized Purchaser must document its selection process in its procurement file.

7.5 Contractors chosen in accordance with one of the above selection processes are final, per Purchasing Entity's or Authorized Purchaser's decision.

8. Orders: Any Order placed by a Purchasing Entity or Authorized Purchaser for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Certifications. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract; and

F. Contractor ___ is / ___ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	FEID:

For questions on executing a Participating Addendum, please contact:

[Insert Name]
Department of Administrative Services
Enterprise Goods and Services
Procurement Services
1225 Ferry St. SE
Salem, OR 97301
[Insert telephone number]
[Insert email address]

EXHIBIT No. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

"Authorized Purchaser" means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor. An Authorized Purchaser is also referred to as a Purchasing Entity.

"Contract" means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser's issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

"DAS PS" means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

"Goods and Services" does not include all goods and services available for purchase under the Master Agreement, but means only those goods and services specifically listed in Exhibit No. 3 as available for purchase under this Addendum.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

"Master Agreement" means the State of Washington Master Agreement # _____ between Contractor and the State of Washington, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

"Purchase Order" means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

"State" or "Participating State", for the purposes of this Participating Addendum, means the State of Oregon.

2. Purchase Orders.

2.1 Purchase Orders. Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Master Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF WASHINGTON MASTER AGREEMENT/CONTRACT NO. _____ THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. _____ AND THEIR TERMS AND CONDITIONS APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 Effect of Purchase Orders. The State is only liable for purchases made by State of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

2.3 Verification of Authorized Purchasers. Contractor is responsible for verifying that it provides Goods and Services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Payment Provisions. All payments are subject to ORS 293.462.

4. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchase Order or Contract issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Purchase Order or Contract from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Authorized Purchaser represents that it has sufficient appropriations or limitation for the current biennium to make payments under any Purchase Order or Contract issued under this Addendum.

5. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF)

5.1 Volume Sales Reports (VSRs):

5.1.1 Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter, which contains:

Complete and accurate details of all receipts (sales and refunds) for the reported period; The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and such other information as DAS PS may reasonably request.

A sample VCAF Report is attached hereto as Exhibit No. 2.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

5.1.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

5.1.3 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum shall not preclude DAS PS from challenging the validity thereof at any time.

5.1.4 DAS PS reserves the right to terminate this Addendum if volume sales reports are not received as scheduled on in the prescribed format.

5.2 Vendor Collected Administrative Fee (VCAF):

5.2.1 Vendor Collected Administrative Fee (VCAF):

The Vendor Collected Administrative Fee (VCAF), is a charge equal to One Percent (1.0 %) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter.

5.2.2 VCAF Amount / Payment Due Date: During the term of this Addendum and for the sales during the last calendar quarter of the term of this Addendum, the Contractor shall remit VCAF payment to DAS PS within forty-five (45) calendar days after the end of each calendar quarter.

5.2.3 Contractors may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's proposed prices shall reflect all Contractor's charges to Authorized Purchasers. For the purposes of this Addendum, quarters end March 31, June 30, September 30, and December 31. DAS PS will invoice the Contractor for the VCAF on a State generated invoice

from the information submitted on the VSR. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS PS.

5.2.3.1 Payment Format: The fee shall be in the form of a check remitted to:

State of Oregon, DAS-EGS, PS
Attn: Shared Financial Services/PS
155 Cottage Street NE
Salem, Oregon 97301

Any other form of payment must be specifically approved by the Contract Administrator.

5.2.3.2 Interest: Any payments Contractor makes or causes to be made to DAS PS after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS PS's right to interest on late payments shall not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Addendum or otherwise with regards to Contractor's failure to make timely remittances.

5.3 Audit: DAS PS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 2.11.2.7. At DAS PS'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DAS PS.

5.4 Limitation of Liability: Contractor acknowledges and agrees that the State shall bear no liability on Purchase Orders or Contracts entered into for purchases by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

6. Warranties. Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders or Contracts. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Authorized Purchaser that:

a. Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

b. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Addendum, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to Goods, Services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

c. Goods or Products will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the Master Agreement, Contractor further warrants that all Goods or Products conform to the specifications and meet or exceed all quality and safety standards set in the Master Agreement;

d. All Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

e. Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering Goods or Products, if any at time of delivery at no charge, and

f. All Goods or Products, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Products, and that no other person has any right, title or interest in the Goods or Products which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

7. Indemnities.

7.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers,

employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

7.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Contract or Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

7.3 Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 7.1 and 7.2 is conditioned on Authorized Purchaser providing to Contractor prompt notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 7.1 or Section 7.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

7.4 Remedies. If any Goods or Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing Goods or Services, or replace or modify the Goods or Services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

8. Term and Termination of Participating Addendum.

8.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

8.2 Termination. DAS PS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

- a. State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or
- b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

In the event the Addendum expires or is terminated, individual Purchase Order(s) or Contract(s) issued by Authorized Purchasers may continue until their scheduled expiration date, and shall continue to be governed by and be subject to, the terms and conditions of the Addendum and the individual Purchase Order(s) or Contract(s), however, in no event may individual Purchase Order or Contract be amended to extend the expiration date or add Goods or Services not provided for in the Master Agreement of the Addendum.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Order(s) or Contract(s) as directed by Authorized Purchaser.

8.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order or Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order or Contract is so terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for Goods delivered and accepted by the Authorized Purchaser or Services performed and accepted by the Authorized Purchaser.

9. Termination of Individual Purchase Orders or Contracts.

9.1 Individual Purchase Order(s) or Contract(s) may be terminated at any time by written consent of Authorized Purchaser and Contractor, or Authorized Purchaser may, at its sole discretion, terminate individual Purchase Order(s) or Contract(s), in whole or in part, upon 30 days prior written notice to Contractor.

9.2 Authorized Purchaser may terminate individual Purchase Order(s) or Contract(s), in whole or in part, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- a. Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order or Contract;

b. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order or Contract is prohibited or Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or

c. Contractor commits any material breach of this Addendum or a Purchase Order or Contract.

9.3 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order or Contract as directed by Authorized Purchaser.

9.4 Termination of a Purchase Order or Contract does not extinguish or prejudice Authorized Purchaser's right to enforce the Purchase Order or Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order or Contract does not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order or Contract is so terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for Goods delivered and accepted by Authorized Purchaser or the Services performed and accepted by Authorized Purchaser.

10. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the work under this Contract, and an Authorized Purchaser's performance under a Purchase Order or Contract is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants Goods and Services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Contractor's Compliance with Tax Laws.

a. Contractor must, throughout the duration of this Addendum or any Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 9 of the Addendum.

b. Any violation of subsection a of this section shall constitute a material breach of this Addendum and any Contract. Further, any violation of Contractor's warranty, in subsection 6.b of this Exhibit No. 1, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach

of this Addendum or any Contract. Any violation shall entitle the State or DASPS to terminate this Addendum or entitle Authorized Purchaser to terminate any Contract, or to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or any Contract, as applicable, and to pursue any or all of the remedies available under this Addendum or Contract, at law, or in equity, including but not limited to:

- a. Termination of this Addendum or Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. State, DASPS or Authorized Purchaser (as applicable) shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Addendum or a Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or replacement Goods.

These remedies are cumulative to the extent the remedies are not inconsistent, and the State, DASPS, or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

12. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense,

13. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

14. Notices. Except as otherwise provided in a Purchase Order or Contract, any formal communications between the parties to or notices to be given under a Purchase Order or Contract will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order or Contract. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a

confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order or Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

15. Governing Law. This Addendum and resulting Contracts and Purchase Orders are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

16. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order or Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER OR CONTRACT SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon or State agency that arise from or are related to individual Purchase Orders, Contracts, or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order or Contract until Contractor has provided the Oregon Department of Revenue with the required information.

18. Merger Clause; Waiver. This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party

unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

19. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

20. Access to Records. Contractor will maintain all fiscal records relating to Purchase Orders and Contracts in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders and Contracts in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

21. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

22. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

23. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum maybe modified by written document only.

APPENDIX L - PROCUREMENT REFORM SMALL BUSINESS FACT SHEET



Procurement Reform Small Business Fact Sheet Veteran Business Fact Sheet

Changes in state purchasing practices took effect January 1, 2013

RCW 39.26, Section 1, which states the intent of procurement reform legislation, concludes with the following sentence:

“In addition, the legislature intends that the state develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.”

Washington small business

RCW 39.26.010:

(21) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(i) Fifty or fewer employees; or

(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

Washington microbusiness

RCW 39.26.010:

(17) "Microbusiness" means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than \$1 million annually as reported on its federal tax return or on its return filed with the department of revenue.

Washington mini business

RCW 39.26.010

(18) "Mini business" means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) Has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

Washington veteran-owned business

Veterans (defined in [RCW 41.04.007](#)) and U.S. active duty, reserve or national guard service-members are eligible for the registry. The veteran or service-member must control and own at least 51 percent of the business and the business must be legally operating in the State of Washington. (Control means the authority or ability to direct, regulate or influence day-to-day operations.) If business is a 50/50 split, contact Jennifer at 360-725-2169.

RCW 41.04.007

"Veteran" includes every person, who at the time he or she seeks the benefits of RCW [46.18.212](#), [46.18.235](#), [72.36.030](#), [41.04.010](#), [73.04.090](#), [73.08.010](#), [73.08.070](#), [73.08.080](#), or [43.180.250](#), has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the following capacities:

- (1) As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled his or her initial military service obligation;
- (2) As a member of the women's air forces service pilots;
- (3) As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call-up for at least 180 cumulative days;
- (4) As a civil service crewmember with service aboard a U.S. army transport service or U.S. naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946;
- (5) As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941, through August 15, 1945; or
- (6) A United States documented merchant mariner with service aboard an oceangoing vessel operated by the department of defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS) www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov

- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-9390 or servando.patlan@des.wa.gov

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
[Contractor]
(hereinafter “Contractor”)

And

[insert name of participating entity]
(hereinafter “Participating State”)

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state’s statutes to utilize **state/entity** contracts with the prior approval of the state’s chief procurement official.

Contractor has been awarded the following categories:

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

[Replace this with specific changes or a statement that No Changes Are Required]

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	
Address	
Telephone	
Fax	
E-mail	

Participating Entity

Name	
------	--

Address	
Telephone	
Fax	
E-mail	

5. Subcontractors:

All **[contractor]** dealers/resellers/distributors authorized in the State of xxxxxxxxx, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The **[contractors]** subcontractors/dealers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 05715 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[insert appropriate number]** and the Lead State master price agreement number: 05715.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 05715 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

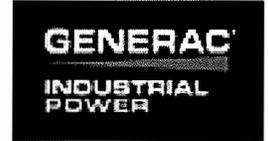
Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

APPENDIX N - SAMPLE QUOTE FORM

BIDDER INSTRUCTIONS:

Bidder must provide a standard quote for all sample product(s) in each category offered for consideration under this solicitation. A sample quote is below:



Date: July 1, 2015

To: [Redacted]

Attn: [Redacted]

Reference: Communication Services-SG45

Energy Systems is pleased to offer the following proposal for the above listed project, and based on the below Bill of Materials.

Quantity 1 - Generac ® industrial gas engine driven generator, naturally aspirated 5.4L V-8 engine, consisting of the following features and accessories:

1. Fuel system - LP Vapor
2. SG0045AG035.4V18HPYYC
3. Stationary Emergency-Standby rated
4. 45 kW Rating , synchronous alternator, wired for 120/240 VAC 1 Phase, 60 HZ
5. With upsized 60 KW Alternator
6. Permanent magnet excitation
7. H-100 Control Panel
 - 1 Meets NFPA 99 and 110 requirements
 - 2 Temp Range -40 to 70 degrees C
 - 3 Digital microprocessor:
 - 1 Two 4 line x 20 displays, full system status
 - 2 3 phase sensing, +/-0.25% digital voltage regulation
 - 3 RS232, RS485 and Canbus remote ports
 - 4 Waterproof connections
 - 5 All engine sensors are 4-20 ma for minimal interference
 - 6 Programmable I/O

- 7 Built-in PLC for special applications
- 4 Engine function monitoring and control:
 - 1 Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-
Manual switch
 - 2 Isochronous governor, +/-0.25% frequency regulation
 - 3 Full system status on all AC output and engine function parameters
 - 4 Service reminders, trending, fault history (alarm log)
 - 5 I2T function for full generator protection
 - 6 Selectable low-speed exercise
- 5 HTS transfer switch function monitoring and control
- 6 2-wire start controls for any 2-wire transfer switch
- 8. Electronic governor Frequency regulation, isochronous Steady state regulation +/-0.25%
- 9. 225A UL mainline circuit breaker
- 10. Standard weather protective enclosure - aluminum
 - 1 Industrial Grey enclosure, powder paint finish
- 11. Catalyst muffler - installed
- 12. 110AH, 925 CCA, group 31
 - 1 battery w/rack-installed
- 13. 10AMP battery charger-installed
- 14. Ultra Low Emissions
 - 1 SCAQMD Compliant
- 15. Battery charging alternator
- 16. Battery cables
- 17. Battery tray
- 18. Fuel shut-off solenoid valve
- 19. Solenoid activated starter motor
- 20. Air cleaner and oil filter with internal bypass
- 21. Oil and antifreeze
- 22. Oil and radiator drain extensions
- 23. Vibration isolators between engine/alternator and base frame
- 24. Standard flex exhaust
- 25. Block Heater 1500W
- 26. Engine run relay
- 27. Alternator strip heater
- 28. 21 Light remote annunciator - surface mount
- 29. Remote Emergency Stop-Flush
- 30. 120V GFCI & 240V Outlet
- 31. 8 Position Load Center
- 32. Standard set of 3 manuals
- 33. Listed to standard UL2200
- 34. Flex fuel line
- 35. EPA Certified
- 36. STD 2-year limited warranty
- 37. Standard Electronic Governor

Quantity 1 - One Generac ® automatic transfer switch consisting of the following typecode and components:

- 38. GTS020W-2A2LDNCY
- 39. Rated at 200 amps, 2 Pole construction Operating at 60 HZ, 240 Volts 1 phase, with 2-wire start circuit
- 40. Utility voltage sensing controls: * Drop-out and pick-up * Utility interrupt delay
- 41. Adjustable logic controls * Minimum standby voltage * Minimum standby frequency * Engine warmup * Inphase monitor * Time delay neutral * Return to utility * Engine cooldown * Transfer on exercise
- 42. Auto/normal/standby
- 43. Double set of auxiliary contacts
- 44. NEMA 3R Enclosure
- 45. Standard set of 3 manuals
- 46. UL 1008 listed
- 47. CSA Certified
- 48. Standard 2 Year warranty

Pricing.....\$23,465.00

* At site start-up and instructions, upon completion of installation, using existing building loads. If load bank testing at site is required additional charges will apply. Owner training to be conducted same day of start-up.

* Quote includes freight to jobsite. Off-loading and placement of equipment is by others

* No battery, Taxes, Installation, or permits included

OPTIONAL (Not Required)

- 6666 – Wireless Monitor: Basic, **ADD \$292.00**
- 6463 – Mobile Link Cellular Remote Monitoring, **ADD \$332.00**
- 6478 – Mobile Link Extension Cable, **ADD \$105.00**

Notes

Estimated Delivery Lead Time: 6-8 Weeks
 Estimated Submittal Lead time: 1-2 Weeks
 Fuel and Taxes are not included in the above pricing, unless otherwise stated above

Terms and Conditions

- 1. Energy Systems is a MATERIAL SUPPLIER only.
- 2. All prices are FOB job site. Off-loading and placement of equipment is by others.
- 3. Price quoted is valid for 45 days and subject to reconfirmation.
- 4. Energy Systems terms are payment in full prior to shipment unless credit is approved.
- 5. Credit is subject to approval by Energy Systems upon receipt of completed Energy Systems business credit application, signed terms and conditions, and prelim notice information (forms available from ES Sales or our website www.energysystem.net).
- 6. With approved credit all products are invoiced from date of shipment and are payable Net 30 days.
- 7. 1.5% per month finance charge will apply on past due accounts - annual rate of 18%.
- 8. . Manufacturer lead time to be confirmed upon approved release for production letter and receipt of ES

approved PO/order.

9. Equipment cannot be held by Energy Systems or its suppliers without prior arrangement.

10. Any orders changed or canceled after 14 days from confirmation of order will be subject to change or cancellation fees.

11. No taxes, permits, fuel (and/or fuel for testing) or license fees are included in this quotation. All permits and/or licenses are by others unless specified otherwise in this quote.

12. All other standard Energy Systems terms & conditions apply.

13. Terms and conditions described in any purchase order and/or contract are incorporated only to the extent that such are consistent with the terms and conditions hereof.

Sincerely,

Vivian Hoang
Sales Support Representative
E. S. West Coast
209-870-1900
vhoang@espowergen.com

Acceptance of Quote

Purchase orders for equipment or services on this quotation indicates acceptance of the conditions of sale listed above.

Please return a signed copy of this quote as acknowledgement of receipt.

Print Name

Sign Name

Date

APPENDIX O – EXCEPTIONS

BIDDER INSTRUCTIONS:

Bidder may include for consideration, exceptions for Model Contract Terms and Conditions. Any exceptions must be submitted in the following table:

APPENDIX O - EXCEPTIONS TO MODEL CONTRACT TERMS AND CONDITIONS			
Section Number	Section Title	Original RFP Language	Suggested Change

APPENDIX P – SUPPLIER DIVERSITY PLAN

BIDDER INSTRUCTIONS:

Bidder must include a copy of their Supplier Diversity Plan.

APPENDIX Q – MODEL CONTRACT

BIDDER INSTRUCTIONS:

Bidders must be prepared to agree and sign the attached contract document which will be the resulting NASPO ValuePoint Master Agreement. Each Participating State may negotiate additional terms and conditions as required in their state.

The rest of this page left intentionally blank. Model Contract begins on next page.

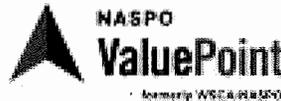


State of Washington
DEPARTMENT OF ENTERPRISE SERVICES
1500 Jefferson SE, PO Box 41411
Olympia, Washington 98504-1411 • (360) 407-2210
<http://www.des.wa.gov>

The State of Washington Department of Enterprise Services

Under the Authority of
State of Washington, Chapter 39.26 RCW

in furtherance of
NASPO ValuePoint Cooperative Purchasing Program



enter into this agreement

with

[Contractor]

for

**Public Safety Communication Support Equipment
Master Agreement Number 05715**

1.0 OVERVIEW

1.1 CONTRACT SCOPE

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

1. Batteries
2. Furniture, Dispatch Consoles
4. Gateway Devices
5. Microwave Radios
6. Monitoring & Alarm
7. Power Systems
8. Test Equipment
9. Towers

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

1.2 CONTRACT SCOPE AND MODIFICATIONS

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

1.3 RECITALS

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

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

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

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

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

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

1.4 ESTIMATED USAGE

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

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

1.5 CONTRACT TERM

The initial term of this Contract is for approximately two (2) years from the effective date of the Contract through June 30, 2018 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the DES and are subject to written mutual agreement. The total Contract term, including the initial term and all subsequent extensions, shall not exceed five (5) years unless an emergency exists and/or special circumstances require a partial term extension. The DES reserves the right to extend with all or some of the Contractors, solely determined by the DES.

1.6 PURCHASERS/PURCHASING ENTITIES

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

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

2.0 CONTRACT ADMINISTRATION

2.1 DES CONTRACT ADMINISTRATOR

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

2.2 ADMINISTRATION OF CONTRACT

Contract Administrator will maintain Contract information, Products and Pricing, and Authorized Subcontractors/Dealers/Distributors and make available on the NASPO ValuePoint web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

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

2.4 POST AWARD CONFERENCE

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

2.5 CONTRACTOR'S CONTRACT/MASTER AGREEMENT MANAGEMENT

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

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

2.6 CHANGES

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

2.7 NASPO ValuePoint eMARKET CENTER

Contractor will cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. (Reference NASPO ValuePoint Master Agreement Terms and Conditions, Section 36, for the details of this requirement.)

2.8 NASPO ValuePoint CONTRACT ADMINISTRATION FEE

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

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

The NASPO ValuePoint Administrative Fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the administrative fee since NASPO ValuePoint does not issue an invoice for this fee. Contractor shall indicate the Contract/Master Agreement number 05715 and include with the remittance, a quarterly sales report by NASPO ValuePoint Contract participant. The administrative fee shall be paid to:

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

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

2.9 NASPO ValuePoint CONTRACT/MASTER AGREEMENT SALES REPORTS

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

2.10 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

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

3.0 PRICING

3.1 PRICE PROTECTION

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

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.

3.3 CONTRACT PRICING

During the term of the Contract/Master Agreement, Contractor must maintain the national published and/or web-posted product price list for all public safety communication equipment products and services identified in Appendix H Price Worksheets submitted with Contractor's response to RFP 05712. A copy must be made available to Purchasers upon request and at no additional charge. The price list in effect at the

time of order placement shall be used when applying price discounts specified in Appendix H Price Worksheets submitted with Contractor's response to RFP 05715. However, if the Contractor has provided a specific price quote to the Purchaser than the prices quoted must be held firm for a minimum period of sixty (60) days after the date of the quote.

3.4 VOLUME/PROMOTIONAL DISCOUNTS

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

3.5 PRICE ADJUSTMENTS

Contractor may update or change its reference national published/posted product price list during the term of the Contract/Master Agreement as necessary to delete discontinued products/services, add newly introduced products/services, or to pass-through price changes applied to all customers purchasing from the price list. Contractor shall provide the Contract Administrator notification of price list changes. This notification shall be handled as an administrative change and shall not require the execution of a Contract amendment as called for in section 2.6 Changes. Percentage discounts identified in Appendix H Price Worksheets submitted with Contractor's response to RFP 05715 shall remain unchanged.

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

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

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

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

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

4.2 USE OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

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

During Contract/Master Agreement performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract/Master Agreement requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone,

facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

The Contract Administrator reserves the right to request the Contractor remove any subcontractor, dealer or distributor participating in the Contract. During the Contract Contractor may add or remove subcontractors, dealers or distributors participating in this Contract. All requests to add/delete subcontractor/dealer/distributor will be sent directly to the Contract Administrator for consideration. Upon Contract Administrator's approval, updated subcontractor/dealer/distributor list will be posted on the NASPO ValuePoint website.

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

4.3 ASSIGNMENT AND SUBCONTRACT/DEALER/DISTRIBUTOR INVOLVEMENT

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

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

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

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

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

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract/Master Agreement shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.6 MERCURY CONTENT AND PREFERENCE

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

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

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

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

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

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

5.2 SHIPPING AND RISK OF LOSS

Contractor shall ship all products purchased pursuant to this Contract, freight charges prepaid by the Contractor, F.O.B. Purchaser's specified destination with all transportation and handling charges included unless otherwise indicated in the Contractor's response to RFP 05715 appendix G Price worksheets.

The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.3 DELIVERY

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

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

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

5.4 SITE SECURITY

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

5.5 INSPECTION, ACCEPTANCE AND REJECTION

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

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

5.6 INSTALLATION

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

5.7 TITLE TO PRODUCT

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

5.8 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser shall remain with the Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vests in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.
2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this Contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, subcontractors, dealers or distributors.

5.9 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, Contract number, Contractor, state stock numbers, and where applicable, date of manufacture, batch number,

storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

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

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

6.2 IDENTIFICATION

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

6.3 PAYMENT, INVOICING AND DISCOUNTS

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

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

Each invoice shall be identified by the associated NASPO ValuePoint Contract/Master Agreement number or the Participating Addendum number, and the Purchaser's Contract/Purchase Order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume or promotional discount(s). Hard copy credit memos are to be issued when the Purchaser has been overcharged.

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

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

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

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, Washington purchasers agree to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. Purchasers located in other states may be required to pay their own state and local taxes on the purchase as

required by local state laws and regulations. No charge by the Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

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

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

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

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

Fees/Licenses:

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

Customs/Brokerage Fees:

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

Taxes on Invoice:

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

6.5 OVERPAYMENTS TO CONTRACTOR

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

6.6 AUDITS

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

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

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

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

7.3 PRODUCT WARRANTY

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

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

7.4 WARRANTIES

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

The Contractor warrants for a period of one year(s) from the date of acceptance that: (a) the product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation or for which the Purchaser has relied on the Contractor's skill or judgment, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchaser) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties

provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.5 DATE WARRANTY

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

7.6 COST OF REMEDying defects

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

7.7 TRAINING

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

7.8 OPERATOR MANUAL

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

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

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

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

8.2 RETENTION OF RECORDS

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

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

8.3 NON-ENDORSEMENT AND PUBLICITY

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

9.0 GENERAL PROVISIONS

9.1 NASPO ValuePoint MASTER AGREEMENT Terms and conditions

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

9.2 GOVERNING LAW/VENUE

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

9.3 SEVERABILITY

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

9.4 SURVIVORSHIP

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

9.5 INDEPENDENT STATUS OF CONTRACTOR

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

9.6 GIFTS AND GRATUITIES

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

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

9.7 PERSONAL LIABILITY

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

9.8 NONDISCRIMINATION

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

9.9 OSHA AND WISHA REQUIREMENTS

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

9.10 ANTITRUST

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

9.11 WAIVER

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

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

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

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

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall

have three business days to review the response. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

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

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

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

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

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

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

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

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

10.3 FORCE MAJEURE

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

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

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

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

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

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

10.5 NON-EXCLUSIVE REMEDIES

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

10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, DES nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

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

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

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

10.7 FEDERAL FUNDING

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

10.8 FEDERAL RESTRICTIONS ON LOBBYING

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

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

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

11.0 CONTRACT TERMINATION

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

11.1 MATERIAL BREACH

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

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

11.2 OPPORTUNITY TO CURE

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

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

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;

5. Suspend or bar Contractor from receiving future solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

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

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

11.4 TERMINATION FOR CONVENIENCE

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

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

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

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

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

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

11.7 TERMINATION FOR CONFLICT OF INTEREST

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

11.8 TERMINATION BY MUTUAL AGREEMENT

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

11.9 TERMINATION PROCEDURE

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

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

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

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

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

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

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

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

12.0 CONTRACT EXECUTION

12.1 PARTIES

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

12.2 ENTIRE AGREEMENT

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

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

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

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

1. The DES's Solicitation document #05715 with all attachments and exhibits, and all amendments thereto
2. Approved portions of Contractor's response to the Solicitation #05715;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor

made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

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

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA"), including amendments.
3. Mutually agreed written amendments to this Contract.
4. This Contract/Master Agreement Number 05715, including NASPO ValuePoint Master Agreement Terms and Conditions.
5. The Purchaser's Statement of Work, Work Order, or Order Documents.
6. The DES's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Approved portions of Contractor's response to the Solicitation, as revised (if applicable) by mutual agreement.
8. Any other provision, term, or materials incorporated into the Contract/Master Agreement by reference.

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

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

12.4 LEGAL NOTICES

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

To Contractor at:

[Contractor]

Attn:

[Contractor's Representative]

[Contractor address]

Phone:

To DES at:

State of Washington
Department of Enterprise Services

Attn:

[DES Contract Administrator]

Mail: Post Office Box 41411
Olympia, Washington 98504-1411

Street: 1500 Jefferson Street SE

Olympia, WA 98501

Phone: (360) 407-9411

Fax:
E-mail:

Fax: (360) 586-2426
E-mail: neva.peckham@des.wa.gov

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

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

12.5 LIENS, CLAIMS AND ENCUMBRANCES

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

12.6 AUTHORITY TO BIND

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

12.7 COUNTERPARTS

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

SIGNATURES

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

This Contract is effective upon last signature.

This is a Partial award for: Contract 05715

Approved (Lead State)

State of Washington
Department of Enterprise Services
1500 Jefferson Street SE
Olympia, WA 98501

**Approved
[Contractor]**

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

Signature Date

Print or Type Name

Title

STANDARD DEFINITIONS

Placeholder for Standard Definitions

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

Placeholder for NASPO ValuePoint Terms and Conditions

CONTRACTOR INFORMATION AND PROFILE

Placeholder for awarded Contractor Information and Profile

CONTRACT MANAGEMENT AND PERFORMANCE PLAN

Placeholder for Contractor's Contract Management and Performance Plan

[Contractor's] response to their Contract Management and Performance Plan is included below.

CONTRACTOR NATIONWIDE NETWORK OF SUBCONTRACTORS/DEALERS/DISTRIBUTORS

Placeholder for Contractor's Nationwide Network of Subcontractors/Dealers/Distributors

AWARDED PRODUCTS SPECIFICATIONS and PRICING

Placeholder for awarded Contractor's product specifications and pricing

AWARDED CONTRACTOR SAMPLE QUOTE FORMS

Placeholder for Contractor's quote forms for each awarded product

SUPPLIER DIVERSITY PLAN

Placeholder for Contractor's Supplier Diversity Plan

Solicitation Amendment

RFP 06913 – Public Safety Communications Support Equipment

Amendment number: 1
Date issued: October 7, 2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. To provide remote participation for the pre-proposal conference scheduled for October 15, 2015 from 1:00 p.m. to 5:00 p.m. Participation information is below. Please note that DES is not responsible for lost connection and cannot guarantee either the internet connection or phone line will remain in effect for the entire pre-proposal meeting.

Go to:

<https://wadismetings.webex.com/wadismetings/j.php?MTID=mb9b45d98446880fbf7d271015111f2c1>

Meeting Number: 925 418 935

Meeting Password: mGPJJIR2

Note to bidder: This amendment need not be included in its entirety in a bid packet

Solicitation Amendment

RFP 05715 – Public Safety Communications Support Equipment

Amendment number: 2
Date issued: October 7, 2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. To correct the contract number from 06913 to 05715. Everything else remains the same.

Go to:

<https://wadismetings.webex.com/wadismetings/j.php?MTID=mb9b45d98446880fbf7d271015111f2c1>

Meeting Number: 925 418 935

Meeting Password: mGPJJiR2

Note to bidder: This amendment **need not** be included in its entirety in a bid packet



Solicitation Amendment

RFP 05715 Public Safety Communications Support Equipment

Amendment number: 3
Date issued: November 4, 2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. To correct the number of Amendment 5. This should be Amendment 2.
2. To re-open the Question and Answer Period, see revised Section 3.1, Procurement Schedule of attached revised RFP document.
3. To extend the bid opening date, see revised Section 3.1, Procurement Schedule of the attached revised RFP document.
4. To revise Appendix G, Mandatory Specifications, see highlighted sections of the attached RFP document.
5. To revise Appendix H, Price Worksheets, see highlighted sections of the attached RFP document.
6. To respond to Questions received by October 27, 2015.
7. To revise Section 5.2, Shipping and Risk of Loss, see highlighted section of the attached RFP document.
8. To revise Reference criteria, see highlighted section of Appendix I, Reference Questionnaire.
9. To provide a copy of the Pre-Proposal Sign-In Sheet.
10. To revise Section 5.3 and Appendix F, Nationwide Network of Subcontractors/Dealers/Distributors and Section 5.3, see highlighted section in attached RFP document.

Note to bidder: This amendment must be included in its entirety in a bid packet. Appendix G, Mandatory Specifications and Appendix H, Price Worksheets must be submitted as instructed in Section 4.4, Preparation of Proposals.

Due to the size limitations of WEBS, all attachments to Amendment 3 will be posted separately.



Solicitation Amendment

RFP 05715 – Public Safety Communications Support Equipment

Amendment number: 4
Date issued: November 18, 2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s) is to update the bid closing date in WEBS.



Solicitation Amendment

RFP 05715 Public Safety Communications Support Equipment

Amendment number: 5
Date issued: December 26, 2015, 2015

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. To revise RFP 1.
2. To extend the bid opening date, see revised Section 3.1, Procurement Schedule of the attached revised RFP document.
3. To revise Appendix G, Mandatory Specifications for batteries and microwave radios.
4. To revise Appendix H, Price Worksheets with the additional microwave radio categories.
5. To respond to Questions received by November 24, 2015.
6. To revise Reference criteria for consistency throughout the document.
7. To revise Section 5.3 and Appendix F, Nationwide Network of Subcontractors/Dealers/Distributors and Section 5.3 with the additional microwave radio categories.

Note to bidder: The following must be submitted with your bid packet as instructed in Section 4.4, Preparation of Proposals.

- 1) Amendment 5 only, Amendment 3 is no longer require,
- 2) Appendix G, Mandatory Specifications Revised 12/26/2015,
- 3) Appendix H, Price Worksheets revised 12/26/2015,
- 4) RFP revised 12/26/2015

Due to the size limitations of WEBS, the following attachments to Amendment 5 will be posted separately; (1) Revised RFP, revised 12/26/2015; (2) Appendix G, Mandatory Specifications revised 12/26/2015; (3) Appendix H, Price Worksheets revised 12/26/2015



Solicitation Amendment

RFP 05715 Public Safety Communications Support Equipment

Amendment number: 6
Date issued: January 20, 2016

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. To revise the Procurement Schedule, see below:

Date/Time	Event
October 8, 2015	Issue Solicitation document (available for download from www.des.wa.gov/webs)
October 15, 2015	Bidder Pre-proposal Conference (see Section 3.2 for location/directions, etc.)
October 27, 2015 November 27, 2015 December 15, 2016 February 10, 2016	Deadline for Bidder Questions, Comments, and Complaints
November 3, 2015 December 10, 2015 December 29, 2015 February 15, 2016	Final Amendment issued, if applicable
November 24, 2015 January 8, 2016 January 29, 2016 March 15, 2016	Proposals Due
November 30, 2015 December 18, 2015 January 11 – 31, 2016 March 22, 2016	Evaluation Begins
January 12, 2016 February 8, 2016 April 25, 2016	Anticipated Announcement of Apparent Successful Bidder(s)
January 13 January 20, 2016 February 9-15, 2016 March 25, 2016 April 1, 2016 April 25 – 29, 2016	Anticipated Bidder debriefs (as requested)
January 26, 2016 February 25, 2016 April 11, 2016 June 15, 2016	Anticipated Award Notification
January 27 February 29, 2016 March 1 March 31, 2016 April 11, 2016 May 31, 2016 June 20 – July 21, 2016	Anticipated Master Agreement/Contract Negotiation
March 1, 2016 April 1, 2016 June 1, 2016 August 1, 2016	Anticipated Contract/Master Agreement Start Date
March 17, 2016 April 21, 2016 June 22, 2016 September 7, 2016	Anticipated Phase 2 Vendor Kick-Off Meeting (Location TBD)

Note to Bidder: Amendment 6 need not be submitted with bid response.



Solicitation Amendment

RFP 05715 Public Safety Communications Support Equipment

Amendment number: 7
Date issued: February 17, 2016

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. Final response to question and answer period, see attached.
2. To clarify what is required with bid packet. The following must be submitted with your bid:
 - a. Folder #1 – Certifications and Assurances, signed
 - b. Folder #2 – Amendments and Amendment Documents
 - i. Amendment 3
 1. 05715a3.doc
 2. 05715 QA Response.doc
 - ii. Amendment 5
 1. 05715a5.doc
 2. 05715a5_Revised_RFP.doc
 3. QA_Response2.doc
 - iii. Amendment 7
 1. 05715a7.doc
 2. 05715a7_Final_QA_Response3.doc
 - c. Folder #3 – Appendix D Bidder Information and Profile, Amendment 7, see attached
 - d. Folder #4 – Appendix E Contract Management and Performance Plan, Amendment 5
 - e. Folder #5 – Appendix F Nationwide Distribution Plan, revised in Amendment 7, see attached
 - f. Folder #6 – Appendix G Mandatory Specifications, Amendment 5
 - g. Folder #7 – Appendix H Price Worksheets, Amendment 7, see attached
 - h. Folder #8 – Appendix M Model Contract, Amendment 7, see attached
 - i. Folder #9 – Appendix N Sample Quote Form, original RFP 05715b.doc, see attached
 - j. Folder #10 – Appendix O Exceptions, original RFP 05715b.doc, see attached
 - k. Folder # 11 – Appendix P Supplier Diversity Plan, original RFP 05715b.doc, see attached

Attachments



05715a7_APX_F_rev0
21616



05715a7_APX_M_rev
021616



05715a7_APX_N



05715a7_APX_N



05715a7_APX_O



05715a7_APX_P



Solicitation Amendment

RFP 05715 Public Safety Communications Support Equipment

Amendment number: 8
Date issued: February 17, 2016

Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

Purpose of the amendment(s):

1. Final response to question and answer period, see attached.



05715a7_Final_QA_
Response3

2. Appendix D Bidder Information and Profile has not been revised.
3. Appendix H Price Worksheets has been revised and must be submitted with Bidders response, see attached:



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021616

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 19

County of Boone

} ca.

In the County Commission of said county, on the

2nd

day of January

20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, January 8, 2019, at 2:30 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 2nd day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner