Solicitation 0904-018

* * * PROJECT P-25 PROFESSIONAL GRADE PORTABLE RADIOS * * *

Contra Costa County

Bid 0904-018
*** PROJECT P-25 PROFESSIONAL GRADE PORTABLE RADIOS ***

Bid Number	0904-018
Bid Title	*** PROJECT P-25 PROFESSIONAL GRADE PORTABLE RADIOS ***
Bid Start Date	Apr 29, 2009 11:51:38 AM PDT
Bid End Date	May 13, 2009 2:00:00 PM PDT
Question & Answer End Date	May 6, 2009 12:00:00 PM PDT
Bid Contact	Vonley R Honey Buyer II General Services Purchasing / Materials
Contract Duration	90 days
Contract Renewal	Not Applicable
Prices Good for	30 days
Bid Comments	CONTRA COSTA COUNTY DEPT OF INFORMATION AND TECHNOLOGY IS SEEKING QULAIFIED VENDORS TO QUOTE THE FOLLOWING P/25 RADIOS AS PER THE ATTACHED BID SPECIFICATIONS. THE COUNTY INTENTION IS TO AWARD THIS TO MULTIPLE VENDORS THAT MEET OR EXCEED THE REQUIRMENTS OF THIS BID AS IT RELATES TO THE SPECIFICATIONS LISTED. THE COUNTY RESERVES THE RIGHT TO AWARD BASED UPON LINE ITEM, GROUPS OF LINE ITEMS, OR THE TOTAL OF ALL LINE ITEMS BASED UPON THE NEEDS OF THE COUNTY ALL PRODUCTS MUST BE NEW, NO RECYCLED AND/OR REFURBISHED PRODUCTS WILL BE ACCEPTED. CONFIGURATION AND/OR SPECIFICATIONS ARE ATTACHED. ANY TECHNICAL CHANGES MUST BE INDICATED IN YOUR PROPOSAL FOR THIS TO BE CONSIDERED. DETAILED SPECIFICATIONS ARE REQUIRED WITH YOUR SUBMITTAL. ALL QUESTIONS MUST BE POSTED ONLINE IN THE "QUESTIONS & ANSWERS" SECTION OF THIS BID. ALL BID RESPONSES MUST BE IN THREE SEPERATE COPIES AND SEALED. TURNED IN TO PURCHASING NO LATER THAN THE END DATE OF THIS BID. FREIGHT / DELIVERY MUST BE INCLUDED IN THE COST.

Item Response Form

Item	0904-018-1-01 - ***** PROFESSIONAL P-25 PORTABLE RADIOS AS SPECIFIED *****

Quantity	2000 each
Unit Price	
Delivery Location	Contra Costa County AD - DEPT OF INFORMATION TECH 30 DOU OFFICE OF THE ADMINISTRATOR 30 DOUGLAS DR. MARTINEZ CA 94553 Qty 2000

Description

FOR THE PURCHASE OF ESTIMATED 2000 PORTABLE RADIOS AS PER ATTACHED SPECIFICATIONS.

CONTRA COSTA COUNTY
"C C C TERMS & CONDITIONS"

The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement hereafter referred to as "Contract" between Supplier/Vendor/Contractor, hereafter referred to as "Supplier", and Contra Costa County, hereafter referred to as "County".

I. Agreement. "TERMS AND CONDITIONS" stated in this document, plus shall apply to this "Contract" between the "Supplier" and "County". Any other terms and conditions must be in writing and agreed to by the County. Upon acceptance of this Purchase Order the "Supplier" agrees to abide by these terms and conditions. This "Contract" is binding on the heirs, successors, assigns, and representatives of the "Supplier".

II. Transaction Fees. The Two Percent fee charged to vendors has been dropped for bids solicited by the County of Contra Costa. The County of Contra Costa is now paying this fee for their vendors, on all bids ending after July 1st, 2007.

III. Modifications and Amendments. This Contract may be modified or amended upon mutual agreement between County and Supplier by written document subject to any required County, State, or Federal approval.

IV. Year 2000 Compliance. **Supplier warrants and represents to the County that all software/firmware/hardware/equipment/and systems distributed, installed, or programmed by Supplier pursuant to this Contract/ Agreement is Year 2000 compliant**:

a. All software/firmware/hardware/equipment/and systems distributed, installed, or programmed by Supplier to be used prior to, during and after the calendar year 2000 AD; will operate consistently, predictably, and accurately, without interruption or manual intervention, and in accordance with all requirements of this Contract, including without limitation all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes.

b. That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data during Leap Years.

c. That all date sorting by software/ firmware/ hardware/ equipment/ equipment/ system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by County of the failure of any software/ firmware/ hardware/ equipment/ systems to comply with this Contract/ Agreement, Supplier/ Contractor will within sixty (60) days and at no cost to County, replace of correct the non-complying software/ firmware/ hardware/ equipment// systems with software/ firmware/ hardware/ equipment/ systems that does comply with this Contract.

Other systems: To the extent that the software/ firmware/ hardware/ equipment/ systems, distributed, installed, or programmed will accept data from other systems and sources that are not

Year 2000 Compliant, the software/ firmware/ hardware/ equipment/ systems distributed, installed, or programmed must properly recognize, calculate, sort, store, output, and otherwise process such data in a manner that eliminates any century ambiguity so that the software/ hardware/ equipment/ systems remains Year 2000 compliant.

No disclaimers: The warranties set forth in above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Licensor's liability under this Contract

V. Compliance with Law. Supplier shall be subject to and comply with all Federal, State, County, and local and regulations with respect to its performance under this contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment and nondiscrimination. Subject to, but not limited to, the Fair labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973.

VI. Disputes. Disagreements between the Supplier and the County concerning the meaning, requirement, or performance of this Contract shall be subject to final determination in writing by the County's General Services Department, Purchasing Division. In the event of a dispute the vendor will need to present their issue in writing to the County Purchasing Manager who will investigate the matter and render a final decision. This is the only dispute process that exists in Contra Costa County for disputes that arise from County's prescribed bid process, any decision arising out of any dispute submittal, The decision of the County Purchasing Manager is final.

VII. Conflicts of Interest. Supplier, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

A. **Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

B. **Kickbacks**: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

VIII. Indemnify. The Supplier agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Contract to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Supplier during the operations in connections with the performance of work or duties undertaken as a result of the acceptance of this Contract.

IX. Choice of Law and Personal Jurisdiction. This Contract is made in the County of Contra Costa and shall be governed and construed in accordance with the laws of the State of California.

Any action relating to this Contract shall be instituted and prosecuted in the courts of the County of Contra Costa, State of California.

X. Endorsements. Supplier shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County's Board of Supervisors. In it's County Supplier capacity, Supplier shall not participate or appear in any commercially produced advertisements designed to promote a brand name or commercial product/service. Notwithstanding the foregoing Supplier may express its views on products/services to other Suppliers, County officers, Board of Supervisors, and others who may be authorized by the County or by law to receive such views relating to this contract shall be instituted and prosecuted in the courts of the County of Contra Costa, State of California.

XI. Inspection. Supplier's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government.

A. Records. Supplier shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Supplier's regular business records and such additional records pertaining to this Contract as may be required by the County.

B. Retention of Records. The Supplier shall retain all documents pertaining to this Contract for five (5) years from the Contract ending date and for any further period that is required by law.

XII. Quantities. The County guarantees no minimum or maximum quantities of products or units of service to be ordered during the contract period stated on the Blanket Purchase Order. The County will not accept minimum usage requirements.

XIII. Award. Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the County relative to price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be evaluated by the County. When it is in the County’s interest to do so, any bid/offer may be rejected.

XIV. Competition intended: The county’s purpose in placing this RFP is to maximize competition relative to the solicitation. Unless otherwise stated, brand name(s), trade name(s), manufacturer's name(s), or catalog number(s) listed in the RFP are used for the purpose of description and to establish a base level of quality. Any item offered, which contains components of equal or better quality, will receive consideration for award. Bidders are required to list any and all deviations from the bid specifications. The County reserves the right to reject any item(s) listing deviations which it considers to be of less quality and/or which may change to overall intent of the bid specifications and/or is not considered to be in the County’s best interest. If a bidder fails to indicate brand name (s), the County will consider the bidder to be offering the brand name(s) that are listed in the RFP. Bidders will not be permitted to change or alter brand name(s), after opening of the RFP, without express written approval of County. After award of a contract, the bidder will be required to furnish the listed brand name(s) and failure to do so will be deemed as a default.

XV. Method of Ordering. A Blanket Purchase Order will be issued for products / services identifying the User Department. A single User Department may have more than one ship to

address. If more than one User Department will order the Supplier's products / services each User Department will have their own Blanket Purchase Order number.

XVI. Termination:

A. Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other and may be cancelled immediately by written mutual consent.

B. Failure to Perform. The County, upon written notice to Supplier, may immediately terminate this Contract should the Supplier fail to perform properly any of its obligations hereunder.

C. Cessation of Funding. In the event that Federal, State, County, Grant funding for this Contract ceases, this Contract is terminated immediately without notice and without penalty to the County. In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under this Contract for the then current or the succeeding Fiscal Year during the term, aforesaid, this Contract shall create no obligation on the County as to such current or succeeding Fiscal Year except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of Supplier, its successors, and assigns, as to that portion of this Contract which may so become unenforceable.

XVII. Non-Renewal & Extension.

A. Supplier understands and agrees that there is no representation, implication, or understanding that the products/services provided by the Supplier will be purchased by the County under a new Contract following expiration or termination of this Contract.

B. By mutual agreement, and agreed upon pricing, this Contract may be extended past the ending date.

XVIII. Insurance. (If Applicable) <u>If Supplier's personnel or representatives will be coming onto County property to perform work / services</u> the Supplier shall be required to present to: Contra Costa County Purchasing Division, 1220 Morello Avenue, Suite 210, Martinez, CA 94553, written evidence of insurance **<u>before</u>** beginning work/services.

XIX.Contracts: (If Applicable)

A. Contractor's License: Supplier shall possess license(s) required in the bid at the time this contract is awarded (PCC3300).

B. Payment Bond: Supplier shall provide a Payment Bond for public works projects, when project is in excess of $25,000 (CC3247).

C. Prevailing Wages: For public works projects greater than $1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on contracted project as established by the California Department of Industrial Relations (PCC1770-1780).

D. Certified Payroll Reports: Supplier shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)

(3).

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those of other Purchase Orders.

2. Substitutions, changes, and prices other than specified above must be authorized in writing by the Purchasing Agent.

3. Acceptance of Purchase Order implies the acceptance of all terms and conditions contained herein, and all specifications, drawings and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without County written approval.

4. This order or any payment due hereunder is **not** assignable by Supplier without written approval of County.

5. CONTRACT: This purchase order, and any referenced attachments, when accepted by Supplier either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Supplier and County concerning its subject matter; and neither any contrary or additional conditions specified by Supplier not any subsequent amendment or supplement shall have any effect without County's written approval.

6. WARRANTY AND QUALITY INSPECTION; Supplier warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to County's inspection; but neither County's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. If, in County's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Supplier shall promptly replace same at Supplier's expense. No acceptance or payment by County shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.

7. TAXES: Unless otherwise provided herein or by law, Supplier shall pay all sales, use excise (except those articles exempt from Federal Excise Taxes stated on the face hereof), and other taxes, charges and contributions now or hereafter imposed on, or with respect to or measured by the compensation paid to persons employed in connection with performance hereunder; and Supplier shall indemnify County against any liability and expense by reason of Supplier's failure to pay same.

8. Additional Evaluation Information: The Buyer assigned to any transaction is responsible for performing due diligence prior to making an award. This oftentimes requires the buyer to verify information that may not have been requested in the bid documents. The County reserves the right to request any additional information such as financial information, customer references, additional pricing, additional clarification or any other information deemed necessary by the Buyer assigned to the transaction to facilitate a final decision.

9. PACKING MATERIALS: POLYSTYRENE PELLETS PROHIBITED. Due to environmental and solid waste considerations the Contra Costa County Board of Supervisors has directed that Polystyrene pellets shall not be accepted as packing. DO NOT ship your products using this material. Alternate vendors will be sought to replace Suppliers violating this policy.

WHEN APPLICABLE THE FOLLOWING SUPPLEMENTAL TERMS AND CONDITIONS_WILL APPLY.

1. Codes: Work shall meet requirements of Contra Costa County Ordinance, Title 7, and all other applicable codes, regulations and laws, including Labor Code Sections 1776 and 1777.5.

2. Insurance: Contractor shall, at no cost to County, obtain and maintain during the term hereof: (a) Worker's Compensation Insurance pursuant to state law, and (b) Comprehensive Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident of occurrence. Contractor shall furnish evidence of such coverage, naming County, its officers and employees as additional insureds, and requiring 30 days' written notice of policy lapse or cancellation. The evidence of coverage shall be submitted before Work begins.

3. Hold Harmless & Indemnity.

   a. Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

   b. The indemnitees benefited and protected by this promise are Contra Costa County and its elective and appointive boards, commissions, officers, agents and employees.

   c. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before Contra Costa County approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

   d. The actions causing liability are any act or omission (negligent or non-negligent in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s) or employee(s) of one or more of them.

   e. Non-Conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnitee.

4. Wage Rates. Pursuant to Labor Code Section 1773.2 the governing body of Contra Costa County has obtained the general prevailing rates of wages per diem for each craft, classification, or type of worker which shall be the minimum rates paid to all workers employed in the execution of this work. Said rates are on file with Contra Costa County, Capital Projects Management Division and copies of said rates are available to any interested party on request. Pursuant to Labor Code Section 1773.2, said rates shall be posted at the job site.

5. Installation. Unless otherwise noted, all manufactured materials, products, processes, equipment or the like shall be installed in accordance with manufacturer's printed instructions or specifications.

6. Activities on Premises.

   a. Premises, buildings and other facilities adjacent to designated or assigned work, and storage areas and access routes will be occupied by County and in continuous operation throughout duration of this Contract. Work under the Contract shall be programmed and executed so as not to interrupt County's operations, and conducted to cause the least interference and nuisance possible.

   b. Premises, building, ground and utilities serving them not particularly assigned to Contractor shall not be used for Contractor's convenience nor used without express permission to do so, arranged for in advance with County.

   c. Contractor shall maintain and protect existing facilities encountered or in near vicinity of work or operations under the Contract, including on grade, above grade, and below grade structures, utilities, construction and improvements, whether existing or newly placed under the Contract.

   d. No service shall be shut down, transferred or otherwise interrupted without first being scheduled to be done at a time agreeable to County. Any shutdown of any utility shall be scheduled two working days in advance with project engineer.

   e. When utilities are accidentally or inadvertently interrupted, they shall be immediately restored to service prior to continuation of any other work under the Contract, regardless of the hour of occurrence.

7. Temporary Utilities

   a. Electric Power and Water will be available at the site for use by the Contractor for work on this project at no cost to the Contractor. Installation of approved temporary connections to said utilities shall be provided by the Contractor, and same shall be removed at Completion of Work.

   b. Existing toilet facilities may be used by the Contractor.

8. Toxic and Hazardous Materials and Waste

a. Asbestos:

(1) This contract does not include the removal, handling, or disturbance of any asbestos containing materials. Some operations which may cause such disturbances include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised. Such materials can include resilient or terrazzo flooring, asbestos-cement board, cement plaster, asbestos pipe insulation and acoustical sprays, tiles and boards.

(2) An asbestos consulting firm has done an asbestos survey of the facility for the County. Their final asbestos survey report may be examined at the Capital Projects Management Division Office.

(3) Materials containing asbestos in a non-friable state may remain in the building, and are not to be altered or disturbed. Such materials and their locations are identified in the asbestos survey report.

(4) If removal or alteration of asbestos containing materials becomes necessary or if concealed asbestos in any form is discovered, work in that area shall immediately stop and the County shall be notified. Removal, alteration, or any work in connection with asbestos containing materials shall be accomplished only by licensed asbestos abatement contractors operating under a separate contract with the County.

(5) In the event that work is stopped in one area due to the presence of asbestos containing materials, the General Contractor shall utilize his work force in other areas of the building and shall minimize delays to the overall project schedule. If delays do occur and are directly related to asbestos work, and through no fault of the General Contractor, the General Contractor shall be entitled to apply for an extension of time.

(6) Nothing in these specifications is intended to specify or direct the contractor in the removal, alteration, or disposal of asbestos containing materials.

b. Toxic materials:

Operations which release toxic materials into the atmosphere shall meet the requirements of CCR Title 8, General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint and other coatings.

c. Lead based paint: Do not use lead based paint. Lead based paint is defined as:

(1) Any paint containing more than five-tenths on one per centum lead by weight (calculated as lead metal in the total non-volative content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or

(2) For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

d. Hauling and disposal: Meet requirements of CCR Title 22, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes".

9. Excavation. Contractor shall comply with the provisions of Labor Code Sec. 6705, if applicable, by submitting to Contra Costa County a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

10. Contract Time. It is agreed that time is of the essence and that the work shall be completed within calendar days from and after the date of commencement stated in Notice to Proceed which will be issued by the County after the Purchase Order is issued and the Contractor's evidence of insurance is received.

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I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

AES	Advanced Encryption Standard is 256 bit encryption
DES / OFB	Digital Encryption Standard is 64 bit encryption
Subscriber	A subscriber is any portable or mobile radio and is not any Fixed Network Equipment (FNE) such as repeaters, consoles, base stations etc.
Bid	Shall mean the bidders'/contractors' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFQ
County	Shall refer to the County and to any County Agencies
Environmentally Preferable Products	Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material

	sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner
EPA	United States Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Labor Code	Refers to California Labor Code
LMR	LMR means Land Mobile Radio
MSDS	As used herein shall refer to Material Safety Data Sheets
OSHA	Refers to California Occupational Safety and Health Administrations
PO	Shall refer to Purchase Order(s)
Quotation	Shall mean bidder's response to this RFQ
Request for Quotation	Shall mean this document, which is the County's request for contractors'/bidders' proposal to provide the goods and/or services being solicited herein. Also referred herein as RFQ
Response	Shall refer to bidder's proposal or quotation submitted in reply to RFQ
RFQ	Request for Quotation
State	Refers to State of California, its departments and/or agencies
Project 25	ANSI/TIA/EIA-102 , APCO Project 25, or "P-25"
RBRC	Shall refer to the Rechargeable Battery Recycling Corporation
DTSC	Shall refer to the California Department of Toxic Substances Control

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe 700/800 MHz Land Mobile Radios, ANSI/TIA/EIA-102 Compliant, Commonly referred to as Project 25 (P-25), and related accessories. The radios shall meet the minimum specifications listed in this RFQ.

It is the intent of the County to award this contract to multiple vendors.

B. SCOPE

The County requires professional grade portable radios that are ANSI/TIA/EIA-102 compliant commonly referred to as Project 25 (P-25) that meet the minimum specifications. The radios must also be capable of operating on the County agencies existing VHF, UHF, Motorola Inc. SmartNet II 800 MHz (megahertz), analog, trunked radio system as well as P-25 700/800MHz trunking and conventional protocols.

The County anticipates that a quantity of **up to 2000 radios** may be purchased off of this master contract, over the term of the contract, but makes no commitment to procure any specific minimum quantity.

Any Public Sector, Public Safety, or Special District Government Agency may purchase off the contracts awarded to the winning vendors of this RFQ.

C. SPECIFIC REQUIREMENTS

The County requires P-25, 700/800 MHz portable and mobile radios on an as-needed basis over the term of a contract, which will be the result of this RFQ. The radios must meet the minimum specifications listed below, as determined by the County Radio Department, referencing industry standards as noted above.

Below is a list of the minimum specifications for the **P-25 portable** and **mobile radios.**

GENERAL INFORMATION (P25 Portables)	Tier 1 Minimum Specifications	Tier 2 Minimum Specifications	Tier 3 Minimum Specifications
Channel Bandwidth analog/digital	12.5,20,25 KHz/ 12.5 KHz	12.5,20,25 KHz/ 12.5 KHz	12.5,20,25 KHz/ 12.5 KHz
Frequency Range	764-870	764-870	764-870
RF Power Output	2.5W/1W (700) 3W/1W (800)	2.5W/1W (700) 3W/1W (800)	2.5W/1W (700) 3W/1W (800)
Zones/Channels	16 channels/Talkgroups or more	512 Talkgroups/Channels or more	512 Talkgroups/Channels or more
Voice Digital Mode – Voice Coding (P25 Phase 1)	IMBE™ 4.4 kbps	IMBE™ 4.4 kbps	IMBE™ 4.4 kbps
Frame Re-sync Interval	180 msec.	180 msec.	180 msec.
Error Correction Method	RS, Golay, Hamming	RS, Golay, Hamming	RS, Golay, Hamming
Input Voltage	7.2 V	7.2 V	7.2 V
Dimensions (w/o antenna or battery) (HxWxD)	6.7" x 2.52" x 1.9" (6.4cm x 17.0cm x 4.8cm) or less	6.7" x 2.52" x 1.9" (6.4cm x 17.0cm x 4.8cm) or less	6.7" x 2.52" x 1.9" (6.4cm x 17.0cm x 4.8cm) or less
Weight (without battery)	12.5 oz. or less	12.5 oz. or less	12.5 oz. or less
Case	Polycarbonate	Polycarbonate	Polycarbonate
Operating Temp. Range	-30°C to +60°C	-30°C to +60°C	-30°C to +60°C
Channel Spacing	12.5 kHz, 25 kHz	12.5 kHz, 25 kHz	12.5 kHz, 25 kHz
FCC Type Acceptance	Yes	Yes	Yes
RECEIVER INFORMATION			
Sensitivity Digital Mode: 5% BER Sensitivity Analog Mode: 12 dB SINAD	0.35 µV or less 0.25 µV or less	0.35 µV or less 0.25 µV or less	0.35 µV or less 0.25 µV or less
Intermodulation	-75 dB	-75 dB	-75 dB
Audio Output Power	500 mW or more	500 mW or more	500 mW or more
Audio Distortion (at 1000 Hz)	2% or less	2% or less	2% or less
Frequency Stability (-30°C to +60°C)	± 1.5 ppm	± 1.5 ppm	± 1.5 ppm
Maximum Frequency Separation	Full bandsplit	Full bandsplit	Full bandsplit
TRANSMITTER			
RF Power Output	2.7W/1W (700) 3W/1W (800)	2.7W/1W (700) 3W/1W (800)	2.7W/1W (700) 3W/1W (800)
Spurious & Harmonic Emissions	-75	-75	-75
Audio Distortion (at 1000 Hz)	2% or less	2% or less	2% or less

GENERAL INFORMATION (P25 Portables)	Tier 1 Minimum Specifications	Tier 2 Minimum Specifications	Tier 3 Minimum Specifications
Audio Response (at 1000 Hz ref.)	300-3000Hz or greater	300-3000Hz or greater	300-3000Hz or greater
ENVIRONMENTAL SPECIFICATIONS			
Mil Specs	810C, D, E, F	810C, D, E, F	810C, D, E, F
Display	None	LCD 2 line	LCD 3 line
Keypad	None	3 x 2	3 x 5

GENERAL INFORMATION (Mobiles):	Tier 1 Minimum Specifications	Tier 2 Minimum Specifications	Tier 3 Minimum Specifications
Channel Bandwidth analog/digital	12.5,20,25 KHz/ 12.5 KHz	12.5,20,25 KHz/ 12.5 KHz	12.5,20,25 KHz/ 12.5 KHz
Frequency Range	764-870	764-870	764-870
RF Power Output	10 to 30 watts	10 to 30 watts	10 to 30 watts (2 watt 700MHz Itinerant)
Zones/Channels	48 channels	256 channels	512 channels
Voice Digital Mode – Voice Coding (P-25 Phase 1)	IMBE™ 4.4 kbps	IMBE™ 4.4 kbps	IMBE™ 4.4 kbps
Frame Re-sync Interval	180 msec.	180 msec.	180 msec.
Error Correction Method	RS, Golay, Hamming	RS, Golay, Hamming	RS, Golay, Hamming
Input Voltage Range	10.9 to 16.3 VDC	10.9 to 16.3 VDC	10.9 to 16.3 VDC
Nominal Voltage	13.4 to 13.8 VDC	13.4 to 13.8 VDC	13.4 to 13.8 VDC
Audio Output Power (at 3% distortion, into a 3.2 Ohm load), Internal / External Speaker	7.5W/ 3W	12W / 3W	12 W or more into 3.2 Ohm load (external speaker) / 3W (Internal speaker)
Operating Temp. Range	-30°C to +60°C	-30°C to +60°C	-30°C to +60°C
Channel Spacing	12.5 kHz, 25 kHz	12.5 kHz, 25 kHz	12.5 kHz, 25 kHz
FCC Type Acceptance	Yes	Yes	Yes
RECEIVER INFORMATION			
Sensitivity Digital Mode: 5% BER	0.30 µV or less	0.25 µV or less	0.25 µV or less
Sensitivity Analog Mode: 12 dB SINAD	0.25 µV or less	0.25 µV or less	0.25 µV or less
Intermodulation	-75 dB	-75 dB	-75 dB
Audio Output Power	500 mW or more	500 mW or more	500 mW or more
Audio Distortion (at 1000 Hz)	2% or less	2% or less	2% or less
Frequency Stability (-30°C to +60°C)	± 1.5 ppm	± 1.5 ppm	± 1.5 ppm
Maximum Frequency Separation	Full bandsplit	Full bandsplit	Full bandsplit
Adjacent Channel Rejection Selectivity (12.5KHz/25 KHz)	63 dB / 75 dB or better	63 dB / 75 dB or better	63 dB / 75 dB or better

GENERAL INFORMATION (Mobiles):	Tier 1 Minimum Specifications	Tier 2 Minimum Specifications	Tier 3 Minimum Specifications
TRANSMITTER			
RF Power Output	10 to 30 watts or wider range	10 to 30 watts range or wider	10 to 35 watts or wider range (2 watt 700MHz Itinerant)
Current at Max rated TX power	15 A or less	15 Amps or less	15 amps or less
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit
Spurious & Harmonic Emissions	-75	-75	-75
Audio Distortion (at 1000 Hz)	2% or less	2% or less	2% or less
Audio Response (at 1000 Hz ref.)	300-3000Hz or greater	300-3000Hz or greater	300-3000Hz or greater
ENVIRONMENTAL SPECIFICATIONS			
Mil Specs	810C, D, E, F	810C, D, E, F	810C, D, E, F
Display	LCD	LCD 10 digit minimum	LCD 10-digit minimum
Programmable buttons	4	5	5

(Multiband Portables)	Minimum Specifications
Channel Bandwidth analog/digital	Digital P25: 12.5kHz (FDMA) 6.25kHz (TDMA) Analog FM 12.5kHz, 25kHz
Frequency Range	136-174 (VHF), 380-520 (UHF), 762-870 MHz (700/800)
RF Power Output	VHF: 1-6 watts UHF: 1-5 watts 700/800: 1-3 watts
Channel Zones	64
Digital Squelch	Monitor, Normal, Selective
FM Squelch	CTCSS, CDCSS, Noise, Tone
GPS	GPS data GPS positioning information displayed
Talkgroups/Channels	12,500
Mission Files	1 active, 10 storable
Weight with battery and antenna	24oz
Channel Spacing	• Continuous scanning of all bands • Analog, digital, dual-mode • Priority scanning • Channel voting
Call Modes	Conventional Talk-around Unit-to-Unit Emergency
Wireless	Secure Bluetooth
Interoperability	P25 Conventional P25 Trunking Analog FM
Encryption	
Algorithms	AES, DES-OFB
Key storage	100 keys of any combination
Key loading	Key loader, OTAR
Interfaces	
Keypad	12-button DTMF, 2 soft keys, 5-way navigator
User Controls	Push-to-Talk, dedicated emergency button, 3 programmable side buttons, 2-position top switch

GENERAL INFORMATION (Multiband Portables)	Minimum Specifications
Channel Selection	Front Panel or top 16 ch. Selector
Band Selection for Zone / Channel	Front Panel or 3 position top selector
Audio	Dual microphone Remote speaker microphone Bluetooth
Programming	Front Panel Computer application Unit to Unit Cloning
Displays	Front and top LCD, Anti reflective Color Display
Other interfaces	USB 2.0 RS-232 (9600 baud min.) Bluetooth
Antenna Port	SMA , 50ohm
ENVIRONMENTAL SPECIFICATIONS	
Mil Specs	MIL-STD-810F
Submersible	MIL-STD-810F
Intrinsically Safe	Yes
Battery Life	12hrs. (90/5/5)
Included Accessories	
Antenna	136-870 MHz Whip
Battery	Intrinsically Safe Li-Ion, Li-Polymer
Belt Holder	Belt Clip
Optional Accessories	
Batteries	AA battery adapter Extended life
Battery Chargers	Multi Bay Chargers 12vdc Chargers
Cables	Programming cables Key Loading cables
Antennas	Whips for dual frequency use
Holsters	Radio Cases Carry Cases
Audio	Remote Speaker Microphone
	Headsets

D. VENDOR QUALIFICATION CRITERIA

Vendor minimum qualification criteria includes but is not limited to the following:

1. Bidder must be regularly and continuously engaged in the business of providing Handheld or Mobile Land Mobile Radios and or Mobile Land Mobile Radios (LMR) that are ANSI/TIA/EIA-102 (American National Standards Institute/Telecommunications Industry Association/Electronics Industry Association) compliant, commonly referred to as Project 25 (P-25) and accessories for at least three (3) years.

2. Bidder must be a compliant with all requirements of ANSI/TIA manufacturer or an Original Equipment Manufacturer's (OEM) of Handheld or Mobile Land Mobile Radios (LMR) that are ANSI/TIA/EIA-102 (American National Standards Institute/Telecommunications Industry Association/Electronics Industry Association) compliant, commonly referred to as Project 25 (P-25) and accessories.

3. Bidder will be required to submit a minimum of three (3) professional references from current or recent clients / customers who have procured similar Land Mobile Radio products from bidder.

4. Bidder must possess all permits, licenses and professional credentials necessary to supply product as specified under this RFQ.

E. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors as long as they are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and

F. GENERAL ENVIRONMENTAL REQUIREMENTS: The requirements outlined in this section apply to all product categories contained in this bid.

1. Overview:

It is the objective of the County to purchase products with the lowest Overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process.

2. Environmental Compliance:

Manufactures and service providers will be in compliance with all local, state and federal environmental and worker health and safety regulation's that apply to their operation.

3. Rechargeable Battery Recycling Act & Universal Waste Law

Vendors are required to comply with, and to help the County comply with, the following applicable laws regarding Rechargeable Batteries.

- California Rechargeable Battery Recycling Act of 2006, chaptered n the California public Resources Code Sections 42451- 42456. A fact sheet regarding this law dated march 2007 can be found at http://www.dtsc.ca.gov/HazardousWaste/upload/FactSheet_AB1125.pdf

- The California Department of Toxic Substance Controls (DTSC) Universal Waste Law, California Code of Regulations, Title 22, Chapter 23,Section"s 66273.1 – 66273.90.

The County does operate a battery collection program for rechargeable batteries in addition to single use alkaline lithium batteries. But it will be the Vendors responsibility to recycle all Batteries under this agreement. The County will require all vendors To provide additional labeling, outreach and publicity relevant to these laws. In the case where the Vendor enters into contract with another entity using any master contract that is a result of the bid process, and the entity does not have a rechargeable battery recycling program in place, the vendor will also be required to provide collection of used batteries pursuant to the California Rechargeable Battery Recycling Act of 2006.

- Specifically, the County Will Require Vendors To:

A. label batteries or other wise provide information that informs users that all rechargeable batteries sold under the contract must be recycled. To comply with this requirement, the County encourages all battery vendors or their supplying manufactures, as applicable, to become licensees of the Rechargeable Battery Recycling corporation (RBRC) in order to obtain rights to use RBRC seal which meets this requirement. The Vendor May

also meet this requirement in an alternative manner, however, the County reserves the right to accept or reject the proposed method, as deemed sufficient by the County. More information about becoming a licensee of RBRC can be found at http://www.rbrc.org/call2recycle/licensee/index.html

b. Provide a notice with information that directs how the consumer can return or recycle used rechargeable batteries at no cost, and

c. Publicize information about the used rechargeable battery recycling opportunities that the retailer or the County provides.

In the bid response, Bidders shall include a written summary of their planned efforts to meet the requirements outlined above. The County will work with the successful vendor(s) to finalize the content of the labeling and outreach efforts.

4. Source Reduction and Packaging:

The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County's expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging will be both made from recycled materials and be recyclable. Contractors should explore and provide opportunities for the reuse of packaging materials. In the bid response, Bidders shall include a written summary of their planned efforts to minimize the amount of packaging and shipping materials and should describe the post-consumer recycled content of those materials.

Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight.

5. Pallets and Large-Volume Packaging:

Pallets and large-volume packaging materials will be taken back by the Contractors. The County encourages the use of pallets that meet the EPA's minimum post-consumer recycled content guidelines for pallets that can be found at http://www.epa.gov/epaoswer/non-hw/procure/products/pallets.htm. In the case of large-volume packaging, the County prefers that the vendor reuse or recycle the material.

6. Energy Reduction, Global Warming:

In order to reduce the generation of global warming gases, as well as the County's operating costs; contractors are expected to provide energy-efficient products to the County. All products for which the EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, energy-efficient products that are in the upper twenty five percent (25%) of energy efficiency as designated by the Federal Energy Management Program are required. In addition, the County encourages contractors to implement energy reduction measures in their respective operations.

7. Ozone Depleters:

Many products contain chlorofluorocarbons (CFC's), known depleters of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations were to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. Contractors must identify products made with or containing CFC's and must provide alternative products whenever practical and possible.

III. INSTRUCTIONS TO BIDDERS

G. COUNTY CONTACTS

Purchasing is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Purchasing Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be DONE VIA BID SYNC. **by** 7:00 **a.m. on** May 6th **2009**

FN LN
Contra Costa County, GSD-Purchasing
1220 Morello Ave.
Martinez, CA 94553
E-Mail:

H. CALENDAR OF EVENTS

Event	Tentative Date/Location	
Request Issued	4/29/09	
Questions Due	**BY** Noon on	
Networking/Bidders Conference N/A		
Response Due	May 13th, 2:00 pm	
Evaluation Period		
Contract Start Date	tbd	

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

I. BIDDERS CONFERENCE

A networking/bidders conference(s) will be held to: TBD

- Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
- Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the bidder's conference(s), in accordance with the Calendar of Events, and verbal questions received at the bidders conference(s), will be addressed whenever possible at the bidders conference(s). All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the bidder's conference(s) in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend a bidder's conference in order to further facilitate subcontracting relationships.

Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is strongly encouraged and recommended but is not mandatory.

J. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Contra Costa County **BY** 2:00 p.m. on the due date specified in the Calendar of Events.

   NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED

   Bids will be received only at the address shown **below**, and by the time indicated **in the Calendar of Events**. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

   All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. **Bids are to be addressed and delivered as follows:**

   Contra Costa County, GSD-Purchasing
   1220 Morello Ave
   Martinez, CA 94553

3. Bidders are to submit an original plus two (2) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound.

4. Bidder's name and return address must also appear on the mailing package.

5. No telegraphic, email (electronic) or facsimile bids will be considered.

6. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.

7. Submitted bids shall be valid for a minimum period of one hundred twenty (120) days.

8. All costs required for the preparation and submission of a bid shall be borne by the Bidder.

9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.

10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

K. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

L. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process ("Evaluation Process"), all bidders will be notified in writing by certified mail, return receipt requested, of the contract award recommendation, if any, of GSA-Purchasing. The document providing this notification is the Notice of Award.

   The Notice of Award will provide the following information:

   a. The name of the bidder being recommended for contract award;

   b. The names of all other bidders; and,

   c. In summary form the bid price for each bidder.

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid with the Buyer.

   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.

   b. Debriefing may include review of successful bidder's proposal.

IV. TERMS AND CONDITIONS

M. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three year(s).

2. By mutual agreement, any contract which may be awarded pursuant to this RFQ may be extended for two additional one year terms at agreed prices with all other terms and conditions remaining the same.

N. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:

a. Clearly describe the alternate offered and indicate how it differs from the product specified; and,

b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.

2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.

3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

O. QUANTITIES

Quantities listed herein are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

P. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.

2. Unless otherwise stated, the bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.

3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

4. The price(s) quoted shall be the total cost the County will pay for this equipment and all other charges other than sales/use tax.

5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

6. Price quotes shall include any and all payment incentives available to the County.

7. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price(s) quoted is correct in the case of a discrepancy between the unit price and an extension.

Q. AWARD

1. The awards will be made to the lowest responsible bidders who meet the requirements of these specifications, terms and conditions.

2. The County reserves the right to award to a single or multiple contractors.

3. The County has the right to decline to award this contract or any part thereof for any reason.

4. Contractor shall sign an acceptance of award letter and a Standard Agreement.

5. Final Standard Agreement terms and conditions will be negotiated with the selected bidder(s).

6. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

R. METHOD OF ORDERING

1. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order as needed during the term of the contract.

2. POs and payments for products and/or services will be issued only in the name of Contractor as needed during the term of the contract.

3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

S. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.

3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.

6. Invoices shall only be issued by the Contractor who is awarded a contract.

7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

T. COUNTY PROVISIONS

1. Small and Emerging Locally Owned Business

2. Environmentally Friendly Packaging:

   The Bidder should describe their packing.

3. Material Safety Data Sheets (MSDS's):

   MSDS's for all hazardous substances must be included with each shipment.

4. Warranty:

   Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the RFQ will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of ten (10) years from the date of acceptance by the County.

Question and Answers for Bid #0904-018 - *** PROJECT P-25 PROFESSIONAL GRADE PORTABLE RADIOS ***

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: May 6, 2009 12:00:00 PM PDT