



# Invitation To Bid

17-JUN-2009 14:39

Louisville/Jefferson Co Metro Government

*original*

**Bid Number:** 1851

<b>Revision:</b>	0
<b>Date:</b>	17-JUN-09

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Office for Management & Budget-Purchasing Division  
 611 West Jefferson Street  
 Mezzanine Level  
 Louisville, KY 40202

**Reply By:** 30-JUN-09

#	Description
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1	A Price contract to provide a portion of Louisville Metro Government's need for Software Defined Portable Two-Way Radios for a period of twelve (12) months, as per the attached specifications.
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\* Supplier's bid is expressly contingent on the inclusion in the contract of all the exceptions, clarifications and additional terms and conditions offered by the Supplier in its bid documents.

DELIVERY TIME: 60 days beginning January 2010 (# of days A.R.O.)	FIRM NAME: Harris Corporation RF Communications Division
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <i>Charles Skyles</i>
UNSigned BIDS WILL NOT BE CONSIDERED	ADDRESS: 221 Jefferson Ridge Parkway Lynchburg, VA 24501
	PHONE: (434) 455-6600
	DATE: <u>6/26/09</u>



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Bid#: 1851

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## Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing  
Louisville Metro Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202



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The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must sign the subcontractor/supplier exclusion statement in the bid document or your bid may be deemed non-responsive.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If the successful vendor agrees to extend the pricing for a twelve month period the Purchasing Department may purchase additional items from this bid by issuing a separate purchase order. The pricing and specifications for the new purchase shall be the same as those in the original bid and original purchase order.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 800-833-7592.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former 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 a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

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**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

## SIGNATURE PAGE

Charles Sheehan \*   
 Contractor (Please sign here and type in company name on line  
 immediately below. Please leave all other lines blank)

Harris Corporation, RF Communications Division  
 Company Name

Craig A. Down  
 Director of Purchasing

Contract Term:

Effective: February 15, 2010

Expires: February 14, 2011

Items Covered:

All: ✓ \* PRIMARY \*

See Attached: \_\_\_\_\_

The Invitation for Bid and response will become part of the contract  
 \*Supplier's bid is expressly contingent on the inclusion in the contract of all of the  
 exceptions, clarifications and additional terms and conditions offered by the Supplier  
 in its bid documents.





# COMMITMENT TO EQUAL OPPORTUNITY

## IMPORTANT

### MFHBE UTILIZATION FORMS

Properly completed MFHBE Forms are due within 24 hours after the bid opening (forms are due on Monday for bids opened on Friday) to Carolyn Miller-Cooper, Interim Director of the Human Relations Commission.

**Louisville Metro Human Relations  
410 West Chestnut Street  
Suite 300A  
Louisville, Kentucky 40202**

It is recommended that you turn in the forms with your submitted bid.

### QUESTIONS?

**Contact the Human Relations Commission at 502.574-3631,  
Ask for Carolyn Miller-Cooper**

**If these Completed forms are not turned in by the deadline, your bid  
will be deemed non-responsive!**

## **Commitment to Equal Employment Opportunity**

Louisville Metro Ordinance 214, Series 2005 addresses participation by certified minority owned, certified female owned, and certified handicapped owned business entities. Utilization by the General Contractor of certified minority owned, certified female owned, and certified handicapped owned business entities as Subcontractors and/or Suppliers, if this contract requires or warrants the use of subcontractors and/or suppliers, is encouraged and will be a consideration in evaluating and determining the award of this contract.

When subcontracting for this work, the Bidder shall make **good faith efforts** to expend a minimum of fifteen percent (15%) of the total dollar amount of the contract with certified **minority** business enterprises ("MBEs"), five percent (5%) of the total dollar amount of the work with certified **female** business enterprises ("FBEs") and point five percent (.5%) of the total dollar amount of the work with certified **handicapped** business enterprises ("HBEs") in accordance with Louisville Metro Ordinance, Series 1988. MBEs, FBEs and HBEs may be used as construction subcontractors/vendors, suppliers or for professional services.

In evaluating bids, Louisville Metro will consider whether the General Contractor has made the required **good faith effort** by obtaining bids from minority owned, female owned and handicapped owned subcontractors. Acceptable proof of a good faith effort is a return mail receipt or a written "NO BID" response from certified minority owned, female owned or handicapped owned business entities. Leaving phone messages is not acceptable. General Contractors must include bids from subcontractors within 24 hours of the bid opening as described in the attached directions. Invitations for bid and **Subcontractors/suppliers cannot be changed** without the approval of the Agency Director and the Louisville Metro Human Relations Commission Executive Director.

The Successful Bidder: (1) Shall have an approved Affirmative Action Plan; (2) Shall furnish the Louisville Metro a copy of all subcontractors on all city jobs; (3) Shall be required to furnish monthly workforce analysis; (4) Shall give the Louisville Metro representative access to the worksite; and (5) Shall give the Louisville Metro representative reasonable access to Contractors' personnel records.

The contract shall be awarded to the **responsive and responsible** bidder whose bid is the **best evaluated bid price**.

**Failure to fully complete all pages in the Invitation for Bid regarding the utilization and availability of minority, female and handicapped owned subcontractors SHALL deem this a non-responsive bid.**

The lowest responsive, responsible bidder must provide a copy of the signed proposal from each MBE/WBE/HBE participant, stating the terms of the Agreement between the Bidder and the MBE/WBE/HBE within fifteen (15) days of the bid opening or within such other time as determined in writing by the Louisville Metro Human Relations Commission.

All questions regarding Ordinance 214, Series 2005 and contractor pre-qualification and certification should be directed to the Louisville Metro Human Relations Commission at 502-574-3631.

## **Directions for Completing Louisville Metro's MFHBE Utilization Forms**

The MFHBE utilization forms will determine your good faith effort in terms of soliciting participation by minority, female and handicapped owned businesses.

**Failure to properly complete and timely return the MFHBE utilization forms shall deem your bid as non-responsive.**

The MFHBE utilization forms consist of the following documents:

1. **Subcontractor Exclusion Statement:** Form to be completed if you will employ no subcontractors and/or suppliers in fulfilling this agreement.
2. **MFHBE Availability Verification:** Form to be completed if you will employ subcontractors and/or suppliers in fulfilling this agreement.
3. **Waiver of Utilization:** Form to be completed if good faith effort does not achieve the Metro Louisville's MFHBE utilization goals.
4. **MBE/FBE/HBE Unavailability Verifications:** Form to be completed by you and the solicited subcontractor and/or supplier as evidence that you sought a price quote.

### **I. General Points to Remember**

- Ignore the "Subcontractor Exclusion Statement" if there is a need for subcontractor or supplier utilization on this project. If subcontractor and/or supplier work is required for your bid, you need to complete the documents explaining your MFHBE subcontractor and/or supplier utilization.
- When writing information about your subcontractors and /or supplier, supply all requested information (*vendor name, MBE/FBE/HBE status, type of work, \$ value, % of total bid price*).
- If you are a **minority, female, or handicapped owned company** bidding on this project as a general contractor, you must **still make a good faith effort** to solicit and secure participation from 15% MBEs and 5% FBEs and .5% HBEs.
- If you need names and phone numbers of MBEs, FBEs or HBEs that specialize in certain trades please Louisville Metro Human Relations Commission at 574-3631.
- Remember to complete every line; do not leave any unnecessary blanks.

### **II. Instructions for Unavailability Verifications**

- The "Unavailability Verifications" **must be completed by You AND the unavailable contractor**. The unavailable contractors/supplier completes the bottom portion of the form to verify that you have solicited a price quote from his/her business. If the subcontractor/supplier wants to maintain a working relationship with you for future projects, he/she should have no problem completing the sheet and returning it to you.
- **Use only one (1) Unavailability Verification per contractor**. For an Unavailability Verification to be ruled responsive, it should be fully completed by you and one contractor. Make additional copies as needed for other contractors.

### **III. Deadline for Submission of MFHBE Utilization Forms**

- **Properly completed MFHBE utilization forms are due 24 hours after the bid opening**. The MFHBE forms must be **turned in to Carolyn Miller-Cooper**, at the Louisville Metro Human Relations Commission, 410 W. Chestnut Street, Suite 300A by **3:00 p.m. on the day following the bid opening**.

**SUBCONTRACTOR EXCLUSION STATEMENT**

**COMPLETE THIS FORM ONLY IF SUBCONTRACTORS WILL NOT BE USED DURING THE COURSE OF THIS AGREEMENT.**

The Bidder agrees to perform all work involved in this contract without the utilization of subcontractors and/or suppliers. If, after this contract is awarded, the bidder requires the work of subcontractors and/or suppliers to fulfill the contract obligation, the bidder shall furnish information required by Louisville Metro to indicate the minority owned, female owned, and handicapped owned business enterprises which it intends to utilize as subcontractors. In evaluating bids, Louisville Metro will consider whether the General Contractor has made the required good faith effort by obtaining bids from minority owned, female owned and handicapped owned subcontractors and/or suppliers. Breach of this commitment constitutes breach of the bidder's contract if awarded.

The Bidder agrees that subcontractors/suppliers shall not be used for work on this contract without the express written consent of the Louisville Metro. The undersigned hereby certifies that he or she has read the terms of this statement and is authorized to bind the bidder to the statement herein set forth.

Witness, the agreement of the bidder to the terms of this Statement. Failure of the bidder to sign this Statement shall deem this bid non-responsive.

Harris Corporation, RF Communications Division

Name of Company

Software Defined Portable Two-way Radios

Project Name

#1851  
Bid Number

\$333,557.00  
Dollar Amount of Bid

CHARLES SHAUGHNESSY  
Name of Authorized Officer

6/26/09  
Date

  
Signature of Authorized Officer



VP, Land Mobile Radio Products  
Title

**IF SUBCONTRACTOR/SUPPLIER WORK IS REQUIRED IN THIS CONTRACT BID, FAILURE TO COMPLETE THE PAGES REGARDING MFHBE UTILIZATION AND AVAILABILITY SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.**

This is proposal is for equipment direct from our factory so no MFHBE businesses have been utilized. As instructed, the attached MFHBE forms have not been completed.

This proposal is for equipment direct from our factory so no MFHBE businesses have been utilized.

### MFHBE AVAILABILITY VERIFICATION

\_\_\_\_\_ does commit itself that on the following project:  
PRIME BIDDER

PROJECT NAME		BID NUMBER	TOTAL PROJECT AMOUNT	
NAME OF MFHBE	MBE/FBE/HBE	TYPE OF WORK	DOLLAR VALUE	PERCENTAGE

The bidder agrees to furnish information required by Louisville Metro to indicate the MFHBEs which it intends to utilize. Breach of this commitment constitutes breach of the bidder's contract if awarded.

The undersigned will enter into a formal agreement with the identified minority, female and handicapped owned firms for work listed in this schedule conditioned upon execution of contract with the Louisville Metro.

Subcontractors and other persons and organizations proposed by the bidder and accepted by the Louisville Metro must be used on the work for which they were proposed and accepted and **shall not be changed except with the written approval of the Louisville Metro.** The undersigned hereby certifies that he or she has read the terms of this MFHBE Availability Verification and is authorized to bind the bidder to the terms herein set forth.

Witness, the agreement of the bidder to the terms of this Statement. Failure of the bidder to sign this Statement shall deem this bid non-responsive.

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER

\_\_\_\_\_  
TITLE

**FAILURE TO COMPLETE THE PAGES REGARDING MFHBE UTILIZATION AND AVAILABILITY SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.**

PLEASE COPY ADDITIONAL MFHBE FORMS AS NECESSARY.

This is proposal is for equipment direct from our factory so no MFHBE businesses have been utilized.

**WAIVER OF UTILIZATION**

The bidder has made a **good faith effort** to identify MBEs, FBEs and HBEs that can perform work or supply material but was unable to secure the services of sufficient MBEs, FBEs or HBEs (circle one or more) to meet the Louisville Metro's goals for the following reasons:

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Name of Company

Name of Authorized Officer

Date

Signature of Authorized Officer

Title

**FAILURE TO COMPLETE THE ABOVE SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.**

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The bidder has made a good faith effort to identify MBEs, FBEs and HBEs that can perform subcontract work, supply materials or provide services under this contract, but the bidder is unable to reach the Louisville Metro's MFHBE utilization goals at this time. In evidence of this, some MBEs, FBEs, and/or HBEs contacted were unable to perform work under this contract, as indicated in the **attached Unavailability Verification(s)**.

Carolyn Miller-Cooper, Interim Director  
Louisville Metro Human Relations Commission

Date

This is proposal is for equipment direct from our factory so no MFHBE businesses have been utilized.

**MFHBE UNAVAILABILITY VERIFICATION**

**A separate Unavailability Verification form must be prepared for each business contacted. Make additional copies of form if needed.**

Check the applicable MFHBE below.

**MINORITY OWNED BUSINESS** \_\_\_\_\_  
**FEMALE OWNED BUSINESS** \_\_\_\_\_  
**HANDICAPPED OWNED BUSINESS** \_\_\_\_\_

I, the undersigned, certify that I contacted the following MFHBE contractor to obtain a bid for work items to be performed on the:

\_\_\_\_\_  
Name of Contract

\_\_\_\_\_  
Name of MFHBE contacted

Date Contacted: \_\_\_\_\_

Contacted by (circle one): Certified Mail, Phone, Fax Transmission, In Person

Type of Work Sought From Contractor (circle one): Unit Price, Materials & Labor, Labor Only

To the best of my knowledge and belief, said contractor was unavailable for work on this project, or unable to prepare a bid, for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRIME BIDDER NAME

\_\_\_\_\_  
NAME OF CERTIFYING OFFICER

\_\_\_\_\_  
TITLE OF CERTIFYING OFFICER

\_\_\_\_\_  
SIGNATURE OF CERTIFYING OFFICER

\_\_\_\_\_  
DATE

\*\*\*\*\*  
I, the undersigned, confirm that the business listed below was offered an opportunity to bid on the work by the prime bidder as listed above. The above statement is a true and accurate explanation of the failure to bid on this project:

\_\_\_\_\_  
NAME OF MFHBE CONTRACTOR

\_\_\_\_\_  
DATE AND METHOD CONTACTED BY PRIME BIDDER

\_\_\_\_\_  
NAME OF MFHBE OFFICER

\_\_\_\_\_  
TITLE OF MFHBE OFFICER

\_\_\_\_\_  
SIGNATURE OF MFHBE OFFICER

\_\_\_\_\_  
DATE

This is proposal is for equipment direct from our factory so no MFHBE businesses have been utilized.

### SUBCONTRACTOR USE

**LIST ALL SUBCONTRACTORS AND SUPPLIERS THAT WILL BE USED ON THIS PROJECT. THIS LIST MUST INCLUDE NON-MINORITY OWNED, NON-FEMALE-OWNED, OR NON-HANDICAPPED OWNED BUSINESSES AS WELL AS ALL MBEs, FBEs AND HBEs.**

Subcontractor Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Bid Number: \_\_\_\_\_

Is your company certified minority or female owned? Y/N \_\_\_\_\_

If yes, list certification \_\_\_\_\_

Type of work to be performed: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Estimated End Date: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

**Every subcontractor or supplier for this project must be listed. Please make additional copies for each subcontractor used.**



Louisville Jefferson County  
Metro Government

**Louisville Emergency Management Agency/MetroSafe Communication Services**

BID #1851

**Software Defined Portable Two-way Radios**

## **TABLE OF CONTENTS**

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- II. General Provisions**
- III. Insurance and Hold Harmless Agreement**
- IV. General Specifications**
- V. Evaluation Criteria**

## SECTION I.

### INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Portable Two-way Radios**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Government Office for Management & Budget - Division of Purchasing until 3:00 PM June 30, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the **3PM deadline on June 30, 2009** will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

**Ron Pannell**  
**502-574-2440**  
-Or-  
**Gary Vance**  
**502-574-2440**

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be

considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

## SECTION II.

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.
- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.
- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".
- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.
- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.
- 2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and

made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

#### A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

- 2.19 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

### **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID  
SUBMITTED BY:

By signing below you are agreeing to all Louisville Metro Government Terms  
& Conditions that are a part of this Request for Bid.  
**Include this page in your response to this bid.**

Firm: Harris Corporation, RF Communications Division  
By: Charles Shearman \*  
Title: VICE PRESIDENT, LMR PRODUCTS  
E-Mail Address:   
Address: 221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
Telephone: (434) 455-9468  
Fax:   
Date: 6/26/09  
Metro Louisville Revenue Commission Number:   
Federal ID Number: 

**Please include a copy of your W-9 with your submitted bid.  
This must be submitted prior to the award of a contract.**

I acknowledge receipt of the following Addendum: No addenda issued.

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

Any Additional Addendum (write in numbers): \_\_\_\_\_

Vendor Signature (all items above have been read and completed).

\* Supplier's bid is expressly contingent on the inclusion in the contract of all the exceptions, clarifications and additional terms and conditions offered by the Supplier in its bid documents.

### SECTION III.

## HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

### II. INSURANCE REQUIREMENTS

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division**

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations Coverage
  - c. Contractual Liability

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

#### IV. MISCELLANEOUS

- A. The Supplier shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice.
- B. Certificates of Insurance as required above shall be furnished, with your bid to the
- Louisville/Jefferson County Metro Government  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
- C. The supplier agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the supplier will not reduce any coverage amount below the limits required in this agreement.
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Supplier.

## SECTION IV.

### GENERAL SPECIFICATIONS

[Software defined Portable Two-Way radios]

MetroSafe is requesting competitive bidding for Fifty Software controlled/defined portable radios.

#### Specifications

**Band Coverage:** 136-174 MHz  
380-520 MHz  
720-870 MHz

**Modes of operation:** Legacy Analog (12.5 & 25 KHZ)  
Project 25 Digital Conventional  
Project 25 Digital Trunked

**Encryption type:** OFB DES  
AES  
OTAR

**Channel/Talk-Group Capacity:** Minimum of 2000

**Other Specifications:** Digital squelch, Monitor, Normal, Selective  
FM Squelch, Tone, CTCSS, CDCSS  
Battery Life: minimum of 8hrs.

#### Interfaces

**Audio:** Dual Microphone  
Remote speaker microphone  
Bluetooth wireless technology

**Radio Programming:** Front panel  
PC-based application  
Radio to Radio Cloning

**Keypad:** 16 key soft-pad with minimum of 4-way navigator

**Display:** Front and Top LED display

**Channel selection:** Top position knob and switches

**User Controls:** Push to talk, emergency button, and programmable side buttons

#### Environmental

**Rugged:** MIL-STD-810F

**Submersible:** MIL-STD-810F

**Intrinsically safe:** Yes

#### Included Accessories

**Antenna:** 136-870 MHz Whip

**Battery:** Intrinsically safe Li-Polymer

**Belt Clip:** Detachable spring loaded or clip-on

#### Accessories

**Cables:** USB Programmable Cable  
Key Loader cable

**Batteries:** AA Battery Adapter

**Battery Chargers:** Single bay  
Six-Bay Charger  
DC Adapter Charger

**Holster and Carry case:** Provide information on type

**Audio Accessories:** Remote Speaker Microphone

Provide available headset type

**SECTION V.**

**EVALUATION CRITERIA**

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

**Please provide the following items listed below.**

**All prices should be broken out individually in a separate document.**

- **Base radio price**
- **Firmware Options**
- **All Accessories**
- **Extended Warranty**

Refer to attached price page.

Proposals will be reviewed by a committee consisting of representatives from:

**Purchasing  
EMA/MetroSafe**



assuredcommunications

## UNITY™ XG-100P

FULL-SPECTRUM

MULTIBAND RADIO

### Federal Agencies

The Unity™ XG-100P Full-Spectrum Multiband Radio's user-centric design delivers unprecedented interoperability, ease-of-use, and advanced capabilities in a radio that you can depend on for years to come.

### Public Safety

The XG-100P covers all portable land mobile radio frequency bands in a single radio. With frequency coverage across the VHF, UHF, and 700/800 MHz bands, extended battery life, and full APCO P25 compliance, the XG-100P enables interoperability with responders from any agency, whether operating on analog or digital. The ability to scan continuously across all bands, voice modes, and encryption types puts unprecedented connectivity in the hands of the user.

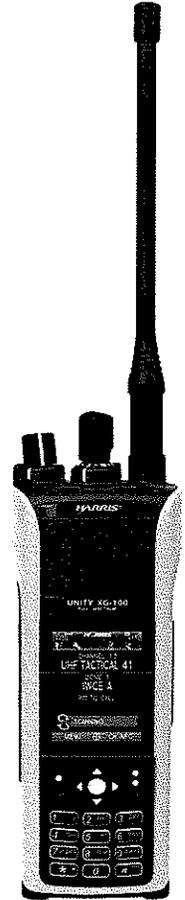
### First Responders

Able to store multiple mission files, each capable of storing 1,250 channels, the XG-100P can be completely reconfigured from the front panel. A first for land mobile radios, wireless radio-to-radio cloning allows in-the-field programming of multiple radios without the need for cables.

The XG-100P offers significant capability beyond push-to-talk. Dual microphones and advanced signal processing for built-in noise suppression provide clear and crisp voice quality in high-noise environments. Wireless audio and data accessories are supported by built-in secure Bluetooth® technology. The internal GPS receiver enables user position to be sent securely over-the-air for personnel position tracking and rapid response for emergencies.

The large, full-color display allows easy use of the radio's features, including text messaging, GPS and front panel programming. With an ergonomic design, the XG-100P features a no-slip grip and easy-to-use, intuitive buttons for hand-held operation. Large knobs and a configurable top display provide instantaneous radio control when operating in a holster.

Ruggedness and submersibility shouldn't be an option; that's why every XG-100P is built to MIL-STD-810F military standards. The XG-100P features a true software-defined radio architecture that allows flexibility for future growth, including a software-only upgrade to the APCO P25 phase 2 standards. With a 3-year standard radio warranty, the XG-100P Full-Spectrum Multiband Radio is a future-proof investment.



## Talk as One. Work as One.



Unite the entire team with one radio. For more on interoperability, visit [www.talkasone.com](http://www.talkasone.com)

## Pricing Summary

Description	Quantity	Price Each	Extended Price
Unity™ Full Spectrum XG-100P Tier 4 Software Defined Portable Radio	50	\$5,809.00	\$290,450.00
Leather Holster with 2.5" Loop	50	\$51.00	\$2,550.00
Remote Speaker Microphone	50	\$136.00	\$6,800.00
Intrinsically Safe Li-Polymer Battery (12-hour battery)	50	\$0.00	\$0.00
Front Panel Programmable	50	\$0.00	\$0.00
Dual Microphone with Advanced Noise Cancellation	50	\$0.00	\$0.00
12,500 Channel Capability	50	\$0.00	\$0.00
P25 Common Air Interface (CAI)	50	\$0.00	\$0.00
P25 OTAP and OTAR	50	\$0.00	\$0.00
AA Alkaline Battery Adapter	50	\$68.00	\$3,400.00
Programming Software	1	\$0.00	\$0.00
Integrated Internal GPS	50	\$0.00	\$0.00
Encryption, AES/DES	50	\$0.00	\$0.00
Single Unit Rapid Rate Battery Charger	50	\$119.00	\$5,950.00
Integrated Internal Bluetooth™	50	\$0.00	\$0.00
Programming/Preparation	50	\$106.25	\$5,312.50
Extended Warranty - Year 3	50	\$0.00	\$0.00
Extended Warranty - Year 4	50	\$187.20	\$9,360.00
Extended Warranty - Year 5	50	\$194.69	\$9,734.50
		<b>Total</b>	<b>\$ 333,557.00</b>
<b>Optional items</b>			
KVL cable, Encryption		\$102.00	\$102.00
USB Cable, Programming		\$144.50	\$144.50
Six Unit Battery Charger		\$629.00	\$1,887.00
Belt Clip		\$21.20	\$21.20
Battery, Spare		\$119.00	\$119.00
Antenna, Spare		\$59.50	\$59.50

**Notes:**

*This equipment is subject to the FCC rules and regulations and will comply with all applicable FCC rules prior to delivery to the buyer.*

*Pricing is valid for 12 months with consideration for renewal options upon request.*

## Contractual Exceptions, Clarifications and Additional Terms & Conditions

Supplier's bid is expressly contingent on the inclusion in the contract of all of the exceptions, clarifications and additional terms and conditions offered by the Supplier in its bid documents including the following:

### Clarifications and Exceptions

**Section 2. Rejection of Portions of Bid (Page 6) - Exception.** Supplier takes exception to the Metro Government's right to accept or reject any portion of Supplier's bid. Supplier's bid is offered as a whole document and is subject to all of the terms and conditions offered including the exceptions, clarifications and additional terms and conditions.

**Section 5. Commodity Inspection. (Page 6) – Clarification.** Commodities may be inspected upon delivery and rejected and commodities returned by the Metro Government at Supplier's expense only if the commodity fails to satisfy the warranty requirements or Supplier otherwise consents.

**Section 6. Sales Commissions (Page 6) - Note to Metro Government.** Supplier discloses that it will pay standard sales commissions to its sales team upon the award of this contract consistent with its normal routine business practices.

**Section 16. Patent Infringement Protection (Page 6) – Clarification:** Supplier will indemnify the Metro Government against patent infringement as follows:

A. Supplier warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Supplier at its expense shall defend, or may settle, any suit or proceeding against Metro Government so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and the use of said Equipment or part is enjoined, Supplier shall, at its expense and option, either procure for Metro Government the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Metro Government). The foregoing states the entire liability of Supplier for patent infringement by said Equipment or any part thereof, and is subject to the limitations of liability set forth in the article entitled "Limitation of Liability".

B. The preceding paragraph shall not apply to any Equipment or part manufactured to Metro Government's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Supplier as a part of this transaction. As to any such Equipment, part, use or combination, Supplier assumes no liability whatsoever for.



## Software Defined Portable Two-Way Radio Bid Terms

**SECTION I. Section 1.0, Contents of Final Contract, and Section 2.16, Agreement to Bid Terms. Exception.** Supplier's bid is expressly contingent on the inclusion in the contract of all of the exceptions, clarifications and additional terms and conditions offered by the Supplier in its bid documents along with the information in the other portions of Supplier's bid.

**SECTION II. Section 2.17.A. Clarification.** Supplier must receive a minimum of thirty (30) calendar days to cure any default before the Metro Government can terminate its contract.

**SECTION III. 1. Hold Harmless and Indemnification Clause. Exception.** Supplier will indemnify the Metro Government as follows:

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest (the "Indemnified Parties") from all claims, damages, losses and expenses including reasonable attorneys' fees, arising directly out of or resulting directly from the Supplier's (or Supplier's subcontractors, if any) negligent acts or omissions or willful misconduct provided that such claim, damage, loss, or expense is: (1) attributable to a third party's claim of personal injury, bodily injury, sickness, death, or injury to or destruction of a third party's tangible property, including the loss of use resulting therefrom (collectively, a "Claim") and (2) the Claim is not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. The Indemnified Party shall notify Supplier promptly in writing upon learning of a Claim and shall give Supplier the information, assistance and exclusive authority for Supplier to defend or settle, at its option and expense, any suit or proceeding against the Indemnified Party resulting from a Claim. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

## Additional Terms and Conditions of Sale

Supplier's bid is expressly contingent on the inclusion in the contract of all of the exceptions, clarifications and additional terms and conditions offered by the Supplier in its bid documents including the following:

1. **WARRANTY.** Supplier offers the following warranty:

A. Supplier warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Supplier shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Supplier Equipment, Supplier gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048A).

B. Supplier's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Supplier within thirty (30) days of such occurrence:



1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for parts and accessories (except as noted in B.1) sold by Supplier's Service Parts Operation, ninety (90) days.
3. for P7200, P7100<sup>IP</sup>, P5400, P5300, P5200, P5100, P3300, PANTHER™ 405P and 605P, M7300, M7200 (including V-TAC), M7100<sup>IP</sup>, M5300, M3300 and Unity radios, two (2) years.
4. for all other equipment of Supplier's manufacture, one (1) year.

C. If any Equipment fails to meet the foregoing warranties, Supplier shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Supplier's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Supplier's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Supplier factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.

D. Supplier's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Supplier's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.**



## 2. LIMITATIONS OF LIABILITY.

A. THE TOTAL LIABILITY OF SUPPLIER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SUPPLIER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SUPPLIER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

## 3. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon the Supplier unless reduced to a writing signed by an official of Supplier and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Supplier such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Supplier cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Supplier will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Supplier shall have no responsibility for the availability or adequacy of any such facilities or services.



4. DELAYS.

Supplier shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Supplier or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

5. CANCELLATION CHARGES.

Buyer may cancel an accepted order in the following manner only:

A. Prior to delivery, submit notice to the attention of Customer Service via :(a) Fax 1-800-833-7592; or (b) Harris Corporation, RF Communications Division P.O. Box 2000, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order;

B. After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Supplier's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price.

6. SOFTWARE LICENSE

A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Supplier, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Supplier.

