



REQUEST FOR PROPOSAL (RFP) NO. 21-001

SUBSCRIBER RADIOS

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section III of this RFP.

Submission Due Date
October 2, 2020, 2:00 PM EDT

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I. SUMMARY

Goods Requested	Various types of radio subscriber equipment and devices, including mobile, handheld, and vehicle adapters
Contract type	Fixed-price, economic price adjustment (FPEPA)
Number of contracts	As needed
Duration	Three (3) years with two (2) options to renew for three (3) additional years each
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 5 weeks
Start of advertisement period for RFP	August 28, 2020
Deadline for questions about RFP	10 working days before the deadline
Deadline for COG responses to questions	5 working days before the deadline
Deadline for proposals	October 2, 2020, at 2:00 p.m. Eastern Daylight Time

II. INTRODUCTION

- A. In this procurement, the Metropolitan Washington Council of Governments (“COG”), acting as Lead Agency on behalf various public safety and emergency services agencies in the Metropolitan Washington region (“Participating Agencies”), is soliciting competitive Proposals for products and/or services, which may be purchased by the Agencies during the contract term.
- B. This Request for Proposal (“RFP”) is being offered for the procurement of various types of Subscriber Radios in various public safety, emergency services and other Agencies within the counties, cities and towns in the Metropolitan Washington region, including the District of Columbia, Virginia, and Maryland, for the period of November 1, 2020 and ending October 31, 2023 (a period of three (3) years) with two (2) options for a renewal period of three (3) additional years each.
- C. COG will help identify the most qualified, responsible and responsive Proposal(s) based upon the scoring criteria set forth in this RFP.
- D. Contracts will be executed between the Participating Agencies and the winning Proposer(s). COG reserves the right to accept or reject any and all Proposals or portions thereof, to waive any informalities in the solicitation, and to recommend awards that appear to be in the best interest of the Participating Agencies.
- E. This RFP is open to Agencies both in and outside of the COG region and includes a Rider Clause (Attachment F) that allows those Agencies to use this procurement or the resulting contract to make purchases in accordance with their own policies.
- F. Proposers are requested not to contact the Participating Agencies directly. Proposers are requested to only contact COG in writing via email at purchasing@mwkog.org with a courtesy copy to cpipinou@mwkog.org with questions regarding this solicitation.

III. PROPOSAL INSTRUCTIONS

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, be governed by COG's own procurement policy and procedures. A copy of COG's procurement policy is available to any potential offeror at <https://www.mwcog.org/documents/2018/10/11/cog-procurement-policy-bids/rfps/>.
- B. COG may award to a single Proposer, or multiple Proposers, as deemed most advantageous to COG and its members. Contract award(s) will only be made to responsible Proposers whose qualifications and offerings conform to the requirements of this RFP.
- C. Proposers must include the documentation specified below, and otherwise, in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist, below.
1. The successful Proposer shall have at least five (5) years of experience in the supply and delivery to public safety organizations of subscriber radio, software, and related equipment and maintenance services. Please complete attached PROPOSER QUALIFICATION FORM (Attachment B).
 2. Proposer shall complete the CONTACT INFORMATION FORM (Attachment C) in its entirety and designate a dedicated Sales/Customer Service Contact and Service/Support Contact as Key Personnel.
 3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment D).
 4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services and scope of work (Attachment E).
 5. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment G).
 6. A sample invoice must be included, as requested at section IV.D. below.
 7. Proposer shall include a copy of their W-9, as requested below.
- D. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX no later than 2:00 PM, Eastern Daylight Time, on October 2, 2020.
- E. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.
- F. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at

<https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.

2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.
 - c. Registering will give bidder access to the LOCKBOX solicitations.
- G. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
 1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 2. Click on the LOCKBOX button.
 3. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
 4. Proposer's credentials may be used for the following:
 - a. To submit a question to COG about the RFP. See Section III. E. below.
 - b. To upload bidder's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - i. Please limit size of individual files to 10 MB.
 - c. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one bidder uploaded.
 5. If no vendor ID is provided, proposer will be directed to the registration page.
 6. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
 7. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.
 8. Please do not wait until the last moment to register. If problems occur during registration or submission please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwcog.org.

- H. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email, no later than 10 working days prior to the deadline by 4:00 pm Eastern Daylight Time, to purchasing@mwkog.org.
 - 1. COG will post any addendum necessary to address questions no later than three (3) business days before the due date of proposals.
- I. It is the responsibility of the offeror to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- J. Proposal responses should indicate that proposers have reviewed the latest addenda on the bid form via the Bidder's Checklist.
- K. Offerors must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.
- L. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception with an explanation attached to the Proposal Form.
 - 1. Exceptions taken do not obligate COG to change the specifications.
 - 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
 - 3. Failure to report exceptions with the submission may result in disqualification.

IV. GENERAL CONDITIONS

- A. Because all orders will be on an "as needed" basis, Proposer must be familiar with the geographical proximity of the area for delivery purposes and be able to provide prompt customer service to Participating Agencies.
- B. Contact information for a Proposer's customer service representative must be included on the CONTACT INFORMATION FORM (Attachment B).
- C. Due to the importance of product quality and manufacturer support and certification, Proposers must demonstrate in the Proposal that they are a licensed distributor for products as appropriate.
- D. Purchase and delivery terms:
 - 1. Successful Proposers shall accept orders via mail, facsimile, email, telephone and online web form from the Participating Agency if accompanied by a Purchase Order number or a P-card number. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
 - 2. There shall be no minimum order quantity for an order, and no separate charges for freight and delivery shall be included. Freight terms for all orders requested "delivered" shall be FOB destination, Freight Prepaid.
 - 3. Delivery will be to each Participating Agency as designated.
 - 4. Forty-eight (48) hours (or less) turn-around is the preferred delivery time, Proposer shall indicate any different delivery times. Delivery is required within twenty (20) business days from receipt of order.

5. Failure to meet delivery date and provide product as specified may result in written termination of the contract. Time is of the essence.
 6. If the Participating Agency requests expedited delivery, the Proposer may pass those costs to the requesting Participating Agency only with prior written approval.
 7. If the Proposer cannot meet the delivery requirement, either standard or expedited, each Participating Agency reserves the right to obtain the product from another source. The extra cost of procuring the product may be charged to the Proposer and deducted from any monies due or which may become due from the Participating Agency.
 8. Further, if the Proposer is unable to meet the delivery requirement and supply the requested product within the designated time due to factory delay, strike, or any unforeseen circumstances, the Proposer must notify the ordering Participating Agency's representative of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating, which will be considered in subsequent awards or renewals, and could result in the termination of the contract.
- E. All Participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within three (3) business days from receipt of notification of damage.
- F. Delivery shall be during normal business hours, Monday through Friday, excluding holidays, unless otherwise specified by the Participating Agency. The Proposer shall be responsible for ensuring that deliveries are made during regular business hours for each Participating Agency.
- G. A packing slip shall accompany all deliveries. The packing slip must include the Participating Agency's purchase order number. Any delivery that does not identify the appropriate Participating Agency's purchase order number could be rejected. On the packing slip, the Proposer shall obtain a signature from a Participating Agency employee for all items delivered. The Proposer shall be required to furnish proof of delivery in case of dispute.
- H. All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

V. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for one (1) year from the effective date of the contract.
- B. For each subsequent year on the contract, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect and submit a request for a price increase by furnishing bona-fide manufacturer's documents or a price list reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor.
- C. Price increase requests may be denied if not supported with appropriate price increase justification.

- D. Each Participating Agency reserves the right to accept or reject a price increase within fourteen (14) business days of written request for a price increase. If the price increase is rejected, the order for the specific item will be canceled.
- E. If the price increase is approved, the price will remain firm for the renewal term for which it was requested. The Participating Agency will notify the Contractor in writing of the effective date of any price adjustment it has approved.
- F. All delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
- G. Contractor shall set up its billing system to ensure that no Participating Agency invoices include sales tax. Participating Agencies will provide certificates of exemption for sales tax upon request.
- H. To facilitate prompt payment, invoices must contain the commodity and/or service descriptions, quantity, and unit pricing.
- I. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction.
- J. Proposers shall include a sample invoice with the response to this RFP.
- K. For all transactions, the successful Proposer shall have a valid W-9 form on file with each Participating Agency. Proposers shall include a copy of their W-9 with the response to this RFP.

VI. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.
- B. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFP within 30 days of receiving said requests and to provide reporting as required per this RFP (see *IV.G below*).
- C. All contracts resulting from this RFP shall be with the individual Participating Agencies. COG assumes no authority, liability or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- E. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where otherwise noted.

VII. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractor shall provide summary information on the purchases by Participating Agencies, through the purchasing program associated with this RFP, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.

- B. Semi-annual reporting Due Dates:
 - 1. November 30 of each year, covering the prior period of May 1 – October 31
 - 2. May 31 of each year, covering the prior period of November 1 – April 30
- C. The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFP.
- D. The Proposal must include an administrative fee paid to COG equivalent to one percent (1.00%) of gross sales to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.

VIII. CONTRACT TERMS

- A. Any resulting contract(s) shall be with the Participating Agencies and shall run for an initial term of three (3) years, beginning November 1, 2020, with two (2) options to renew for three (3) additional years each.
- B. COG will notify the Contractor(s) of the intention to exercise the renewal options above least sixty (60) days prior to the end of the current contract.
- C. Contractor shall notify all Participating Agencies of any price increases which shall take effect in the next year at least forty-five (45) days prior to the end of the contract year (pursuant to Section IV.E above). Notification shall be in writing and shall identify the items, the new price, and the amount of increase specified as a percentage (%).
- D. The award and resultant contract(s) shall be non-exclusive. Each Participating Agency shall determine its method of purchasing supplies from the contracted Proposer. This includes the right to obtain products from any other awarded Proposer(s) with lower prices and better overall service during the contract term.
- E. The Contracts will include the required administrative fee as set forth at IV.G.3, above.
- F. No guarantee is made regarding specific quantities that may be ordered under this contract.

IX. PROCUREMENT CARDS

- A. Participating Agencies retain the option to use agency procurement cards for the purchase of supplies listed in any resulting contract in lieu of issuing a purchase order.
- B. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card.
- C. Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the Participating Agency.
- D. For partial shipments or performance, Contractor may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the Participating Agency. Upon shipment or completion of the remaining order, Contractor

may process a payment request to the credit card network for the remainder of the order.

- E. Contractor may not charge the Participating Agency for any fees related to the use of a procurement card.

X. VOLUNTEER FIRE DEPARTMENT PROCUREMENT

- A. The proposer shall extend the same prices, terms, and conditions to all Volunteer Fire Departments and EMS Companies located within the Metropolitan Washington, D.C. area requiring these commodities and services.
- B. Each Volunteer Fire Department or EMS Company is responsible for payment of invoices from its purchases. All purchase and payment transactions shall be made directly between the Proposer and the Volunteer Fire Departments.

XI. SPECIFICATIONS

- A. COG requires Proposers to provide various types of radio subscriber equipment and devices for Public Safety Agencies and other Participating Agencies for use with independent jurisdictional radio communications systems. The Participating Agencies intend to procure radio subscriber units that shall require a variety of features and options depending on the various user agencies and their respective operational requirements.
- B. Public safety radios shall, in general, be of a higher tier and include a larger suite of features, functionality, and overall design to withstand the harsh operating environments encountered by the first-responder community. COG has adopted a further distinction between high-tier and mid-tier subscribers based on the overall mode and capacity of the radio. For reference, COG has supplied a set of features required in Appendix A of this document. Assumptions have been made as to the availability of specific accessories for the various radio configurations, and no equipment availability assumption shall be interpreted to imply the preference of any specific Proposer. Proposers shall thoroughly describe the features and functionality provided with each proposed subscriber. Subscriber radio equipment refers to user radio configurations consisting of mobile radios and portable radios.
- C. Subscriber units are required in a variety of different configuration packages: mobile radios, portables and vehicular adapters.
- D. The subscriber radio equipment shall consist of an integral radio set, capable of frequency synthesis of multiple RF channels, with automatic channel switching under the control of external channel(s) and/or internal channel switching logic. Additionally, the radio shall include such other items as are necessary for a complete, highly reliable, two-way analog and digital radio suitable for communications in multi-channel/mode trunked and conventional systems.
- E. All radio subscriber system parameters (programming personality) shall be software configurable without the need to replace internal components for parameter configuration. In addition to the suite of features and functionality outlined in previous sections, the Proposers shall provide all features, characteristics, and functionality with all proposed radio subscriber equipment necessary to meet or exceed the individual

jurisdictional radio systems specifications. The Proposers shall provide a comprehensive feature and functionality matrix for each proposed subscriber by type.

- F. All radio subscriber internal software shall be downloadable from a programming device (i.e., laptop, PDA, etc.) without the need to replace internal components for new software versions. Proposers shall provide radio subscribers equipped for over-the-air reprogramming of both system configuration parameters and internal operating software.
- G. The subscriber units shall be of current hardware and software production and shall be capable of withstanding the harsh environment associated with use in emergency service vehicles. At a minimum, the mobile and portable equipment shall meet or exceed the MIL-STD-810E "Environmental Test Methods and Engineering Guidelines" specification, with some of the criteria noted as follows:
- Method 506.3, Rain - Procedure I Blowing Rain
 - Method 509.3, Salt Fog
 - Method 510.3, Sand and Dust Procedure I: Blowing Dust
 - Method 514.4, Vibration Procedure I, Category 10 - Minimum Integrity Test (axes)
 - Method 516.4, Shock Procedure I - Functional Shock
- H. All subscriber radio equipment shall also meet or exceed the requirements of TIA/EIA-603 "Land Mobile FM or PM Communications Equipment Measurement and Performance Standards" when operated in the analog mode.
- I. The radio subscriber units shall support all analog and digital communications and all compatible systems operating in the 700 and 800 MHz frequency bands. The subscriber units shall provide FM analog communications within this system when involved in a call from an analog unit on conventional mutual aid repeater and/or simplex channels or compatible analog trunking systems. Mobile subscriber radios and control station subscriber radios shall exhibit as good or greater talk-in/talk-out coverage reliability performance in the guaranteed coverage areas as handheld portable radios used on the hip in leather swivel case.
- J. The radio subscriber units shall be equipped to concurrently priority scan both conventional channels (at least 8) and trunked talkgroups (at least 8) in both clear and encrypted voice. The radio subscriber units shall also be equipped to concurrently scan between trunked talkgroups on compatible trunked systems in both clear and encrypted voice. Channel or trunked mode scanning shall be completed in the minimum time necessary to reliably deliver audio traffic to the radio subscriber. Proposers shall provide the maximum scan time required between trunking and conventional reception. The scan shall be a selectable priority which means that the transmitter channel or talkgroup selected by the user is configurable to be the priority channel or talkgroup.
- K. The subscriber units shall provide an ESN (Electronic Serial Number) for lookup and validation purposes by the fixed network infrastructure. The subscriber units shall provide a multi-point data port to multiple external peripherals. The subscriber units shall provide the functionality to be placed in a listen-only mode (no transmit capability) from the network management system on a dynamic basis. While in the listen-only

mode, the receiver would still be capable of receive operation but the radio would not be capable of transmitting in any mode.

- L. *Audible and Visual Signaling.* The subscriber units shall support audible and visual signaling to and from subscriber units for functions as described below. Radio users shall also be able to select and unselect audible and visual signaling (i.e., surveillance, covert operations, etc.) or any or all of the default types of signaling described below. The mandatory default audible and visual signaling shall include the following standardized signals and the Proposers shall thoroughly define the nature and characteristics of each type of signaling scheme:

- Emergency Activation/Reception
- Dynamic Regrouping
- Individual Call
- Telephone Interconnect Call
- Selective Alert
- Console Alert Tone(s)
- Subscriber-Generated Evacuation Tone
- Mode Announcement (voice directory for programmable radio modes)
- Failure Modes (e.g., loss of trunking control, loss of wide area communications, etc.)
- Trunks Busy
- Callback
- Battery Life Indication
- Charging Mode Indication
- Transmit and Receive Indicate
- Programming Mode Activation
- Software Upgrade Mode Activation
- Feature Acknowledgment
- Channel Beacon
- Voice Communications Mode
- Data Communications Mode
- Priority Scanning
- Home Mode Activation
- Talkaround/Direct Mode
- Ready-to-Talk
- Vehicular Repeater Mode.
- Clear Secure Mode, both visual and audible indicator

- M. *FCC Regulatory Compliance.* All proposed subscriber equipment shall be type accepted under current FCC Rules and codified regulations in concert with the APCO Project 25 specification. Proposers shall define the Type Acceptance designation and FCC Emission Designators for all proposed radio subscriber equipment. Proposers shall

provide detailed performance specifications for all proposed radio subscriber equipment.

N. *Electrical & Mechanical Specifications.*

1. The subscriber radio equipment shall be state-of-the-art, frequency synthesized, and microprocessor based. All configurable operating parameters shall be stored in electrically-alterable, non-volatile memory technology. All radio operating frequencies, features, functions and other operating parameters shall be field-configurable via PC-based programming equipment. The physical and electrical architecture of the equipment shall be such that addition of user features and/or functions at future dates shall not require the addition and/or replacement of circuit cards within the proposed radios.
2. To the greatest extent possible, all equipment assemblies and sub-assemblies shall be shielded to minimize electromagnetic interference which may be caused to/by electrical equipment co-located and/or adjacent to this equipment. Similarly, and in acknowledgement of the region's proximity to possible areas of interest for terrorism activities, radios should be capable of shielding from electromagnetic radiation (EMR) resulting from the detonation of a nuclear device or other EMR pulse generating device.
3. Power loss and/or replacement of the portable unit's battery shall not alter the operating software and/or configuration parameters. Radios shall be equipped to operate with Nickel-Cadmium, Nickel-Metal Hydride, and Lithium Ion battery technologies. COG requires any proposed radio and battery technology to meet or exceed the Factory Mutual rating for intrinsically safe operation per Class I, Division II, Group A standards. COG requires Proposers to provide the highest capacity battery that operates within the regional operating environment, for each proposed variety of subscriber radio.
4. The unit shall perform a self-diagnostic test each time it is turned on. This test shall be automatic and shall include all radio operating parameters and internal hardware. At the conclusion of a successful test, no operator intervention shall be required. A self-diagnostic test that is unsuccessful shall notify the operator with an error message or fault code.
5. The radio housing shall completely integrate the radio transmitter unit(s) and receiver unit(s). Aside from the speakers and mics, the housing shall be devoid of any louvers or other openings, thereby protecting the radio set from dirt, dust, moisture, and splashing water. All subscriber units shall be designed so that they are protected from damage if power is applied in reverse polarity or pins of connecting cables are shorted together.
6. Access and ease of operation are critical to the users and the maintenance personnel. Proposers are to provide information and details on all vehicular mounted equipment, particularly equipment mounted in the passenger compartment. The equipment housings shall be suitable for mounting on vertical or horizontal surfaces. The equipment housings shall be suitable for trunk mount and dash mount vehicle configurations. Remote mounted transceivers for mobile radios

shall be interconnected to their respective control heads through a weatherproof, control cable connectorized at both ends.

7. Mobile transceiver radios shall support weatherproof multiple control heads as well as any existing remote control speaker/microphone capabilities, siren/PA assemblies, and motorcycle configurations to include helmet speaker & mics, and other 3rd party technologies such as Bluetooth accessories. The radio cabinet(s), control heads, and ancillary installations must be a package that can be mounted inside or outside of the vehicle without restricting the use of the front seat by a driver and one passenger or interfere with air bag deployment. Mobile and portable transceiver radios shall be inherently compatible with optional handheld control heads and vehicular repeater assemblies as required.
8. The Proposers shall describe variations for shock mounting, stabilization, tilts and swiveling with secure customized mounting for different vehicle models and types.

O. *Subscriber Operational Characteristics.*

1. All proposed subscriber radios shall be equipped to operate within the 764-869 MHz frequency range per FCC and P25 channel spacing requirements.
2. Modulation modes shall include, at a minimum, analog and digital for both 12.5 kHz and 20/25 kHz channel spacing as required. COG ultimately requires a migration strategy to 6.25 kHz or equivalent operation which shall be defined by the Proposers.
3. Communications modes shall include P25 digital trunking and conventional operations. Trunking modes shall be half-duplex in normal mode. Conventional modes shall include both half-duplex and simplex as programmed. All programmable modes shall function in either clear or encrypted mode as programmed. All modes of operation shall be programmable.
4. Squelch modes provided by the equipment shall include: carrier, continuous tone coded, and continuous digital coded squelch. Squelch modes shall be "field programmable" by channel.
5. Unit identification modes shall include on a standard basis for all display radios: Unit ID upon Push-To-Talk, Emergency Unit ID, Selective Alert, Telephone Interconnect (optionally), and Alphanumeric Text Messaging (optionally).
6. All subscribers shall be programmable for a variable duration transmit time-out-timer for continuous activity to prevent stuck microphone, dead key or abusive key-up scenarios.
7. All mobile subscribers shall be programmable for a minimum variable RF Output Power between 5-30 Watts across the entire frequency operating range.
8. All portable subscribers shall be programmable for a variable RF Output Power between 1-3 Watts across the entire frequency operating range.
9. Mobile speaker audio output shall be 10 Watts, minimum.

10. Portable speaker audio output operating in a vehicular adapter shall be 5 Watts, minimum.
11. Handheld radios, not operating in a vehicular charger or adapter, should provide no less than 500 milliWatts of audio output.
12. Specialized radio accessories to support motorcycles, special weapons teams, bomb technicians, and other first responder specialists shall be made available. Proposers shall provide a comprehensive list of compatible accessories with unit pricing for all proposed radio subscribers.
13. All proposed subscriber radios shall be equipped with a button or switch that activates a programmable "Home" mode or preferred channel with a single key, button press, or switch change.
14. All proposed public safety "mid-tier" subscriber radios shall be equipped with no less than 256 modes or total channel capacity. All proposed public safety "high-tier" subscriber radios shall be equipped with no less than 512 modes or total channel capacity.
15. All proposed subscriber radios shall be equipped with a button or switch that activates the emergency mode.
16. All proposed portable subscriber radios shall be less than 1.5 lbs. in total weight with attached battery (not to include external accessories).
17. All proposed portable subscriber radios shall be equipped to provide a minimum duty cycle of 12 hours using a 10/10/80 (10% Transmit/10% Receive/80% Idle) operational behavior model.
18. All proposed portable subscriber radios shall be equipped standard with a $\frac{1}{2}$ wavelength whip style antenna operational across the entire 764-869 MHz frequency range per current FCC requirements.
19. All proposed subscriber radios shall be equipped to provide both transmit and receive audio control to customize the equalization and audio gain control associated with the subscriber radios to optimize the overall subscriber audio quality.
20. All proposed subscriber radios and associated accessories shall be equipped to operate consistently and reliably according to manufacturer and system specifications in environmental conditions ranging from -30 degrees Celsius to +60 degrees Celsius at a 90% non-condensing humidity level.
21. All proposed subscriber radios with display capabilities shall utilize a hardened LCD display capable of withstanding non-abusive vibration and direct impact encountered in the normal daily radio use without being rendered inoperable. The LCD displays shall provide configurable contrast levels to enable proper usage in direct sunlight and low-light operating conditions. All display radios shall provide user-enabled backlighting for nighttime and low-light usage.
22. All proposed radios must, as a mandatory option of encryption, include all Federally recognized algorithms to include DES and AES 256. In addition, a separate portable

key loader must be available, and that key loader must be capable of programming existing key data into radios.

23. All proposed public safety tier (high-tier and mid-tier) portable subscriber radios shall be equipped with high performance noise-cancelling, remote speaker microphones that provide an emergency button, discrete volume control, rotary channel selector knob, and audio earpiece connectivity.
24. All proposed portable subscriber radios shall be equipped with a personal, desktop-style single battery charger and spare battery of the same type and duty cycle rating as the primary battery provided with the radio.
25. All proposed portable subscriber radios shall be equipped standard with a belt clip in addition to any accessories that may be also ordered with the portable radios.
26. All proposed subscriber radios shall be equipped with a configurable button keypress timer to optimize the intended activation and clearing of emergency mode. The timer shall range from 0-to-3 seconds in millisecond increments.
27. All proposed subscriber radios shall be equipped to mute all radio tones and/or audio when operating in covert or sensitive tactical situations (e.g., surveillance, SWAT, etc.).
28. All proposed subscriber radios shall be equipped to provide a time and date indication on radios with a display.
29. All proposed portable subscriber radios shall be equipped to provide an audible and visual battery status indication to warn of battery depletion and need to charge.
30. All proposed subscriber radios shall be equipped to provide a configurable minimum and maximum volume setting for the radio so as to be able to customize audio levels for various operating environments.
31. All proposed subscriber radios shall be equipped to provide configurable button, switch, and menu layouts to customize the radio operational characteristics for the various users and agencies. All buttons, switches, and menu items that are labeled or inscribed shall match the programmable functionality so as not to confuse the radio operators.
32. All proposed subscriber radios shall be equipped to provide multiple configurable folders or zones of talkgroups and channels to uniquely organize the available modes programmed into each radio. Each folder or zone shall be accessible through any defined combination of button, switch, or menu item setting. Trunking and conventional channels shall be capable of being interleaved within a programmable zone or folder.
33. All proposed subscriber radios shall be equipped to provide user-definable, priority scan functionality for all systems and channels programmed into the radio. Radio scan lists shall include at least twenty (20) members each. Any combination of talkgroups and conventional channels shall be definable in a scan list.

34. All proposed subscriber radios equipped for encrypted operation shall provide both infinite key retention capability and volatile key retention modes of operation which must be configurable in the individual radio programming.
35. All proposed subscriber radios shall be equipped to provide a keypad lock functionality to prevent inadvertent mode or switch activation.
36. All proposed subscriber radios shall be equipped to provide password-protection (on a configurable radio programming basis) to gain access to the radio for normal system usage.
37. All proposed subscriber radios shall be equipped to provide selective radio disable/inhibit, un-inhibit, and dynamic regrouping functionality in conjunction with the system NMS and dispatch consoles.
38. All proposed subscriber radios shall be capable of supporting Conventional Fallback/Failsoft
39. All proposed subscriber radios shall be flash-upgradeable.
40. All proposed subscriber radios shall be capable of full operation and interoperability on all radio systems outlined in the table in Section XII under "System Manufacturer and Type."

P. *Mobile Subscriber Units.*

1. Power Supply

- a. The equipment shall operate from an external negative ground primary power source supplying a nominal 12 VDC.
- b. All power circuits shall provide for reverse polarity protection and each power cabling assembly shall be properly fused and grounded.
- c. Mobile radios shall be equipped to operate in both a continuous mode (always powered on) or in a switched mode (powered down with an ignition sense) as required on an individual basis by the regional jurisdictions.

2. Mobile Equipment Housing

- a. The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment.
- b. Palm microphones, external speaker housings and transceiver housings shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- c. Trunk-mounted transceiver housings shall be equipped with a base plate. The base plate shall allow for the removal of the transceiver from its mounted location for replacement or servicing. Removal of the transceiver from the base plate shall not expose its internal circuitry.

3. Mobile Radio Features

- a. All mobile radios shall be equipped with a control head/interface that has backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating folder/zone and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
 - b. The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
 - c. All mobile radios shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode. All provided button labels and stenciled switch descriptors shall match the programmed radio functionality.
 - d. All mobile radios shall be capable of interfacing to the following accessories and ancillary assemblies as required by the Agencies: horn and lights activation relays, siren/PA control head, status/message control head, external emergency switch or button, motorcycle assembly, multi-control head environments, handheld control head/keypad microphone, and mobile-in-a-tray control station.
 - e. All mobile radios shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.
 - f. On multi control head units, the switch to enable or disable scanning shall be field programmable or designated by the user.
 - g. On multi control head units, each control head shall be equipped with a switch to take over control of the unit.
 - h. On multi control head units, transmit and receive audio shall, at all times, be available from any position regardless of the position of the takeover control switch.
 - i. As an Option, Proposers shall provide multiband mobile radios capable of operating in the following frequency bands:
 - i. VHF: 136-174 MHz
 - ii. UHF: 380-520 MHz
 - iii. 700/800 MHz
 - iv. Note: Multiband mobile radios shall retain all requirements listed above.
4. Mobile Radio Accessories
- a. The units shall be equipped with a palm type microphone with coiled cord. The microphone shall be of the modular connector, plug-in type. Remote units for outside vehicle use shall have, at a minimum, a weatherproof rating.
 - b. Each unit shall be equipped with an in-vehicle speaker. The speakers shall be of the modular connector, plug-in type. Remote speakers for outside vehicle use shall have, at a minimum, a weatherproof rating.

- c. Multiple control heads shall be available for specialized fire apparatus, EMS ambulances, and other unique applications as defined by the jurisdictions.
- d. Mobile radios shall be compatible with the installation of common fire/emergency services apparatus headset intercom systems (e.g., David Clark, Firecom, etc.).

Q. *Portable Subscriber Units.*

1. Power Supply

The equipment shall operate from a negative ground internal battery power source. All power circuits shall provide for non-destructive reverse polarity and overcharge protection.

2. Portable Radio Equipment Housing

- a. The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment. The housing shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- b. Removal of the battery from the unit shall not expose its internal circuitry and all battery leads/external connection points shall be properly sealed and covered to prevent any internal moisture damage to the radio.

3. Portable Radio Features

- a. All portables shall be equipped with a backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating zone/folder and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
- b. The LCD display shall be top-mounted, front-mounted, or dual display as specified in the Subscriber Inventory.
- c. The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
- d. All portables shall be equipped with a top-mounted rotary volume control knob.
- e. All portables shall be equipped with a primary, top-mounted trunked talkgroup or conventional channel selector knob.
- f. All portables shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.
- g. All portables shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode.
- h. All portables shall be capable of interfacing to the following accessories and ancillary assemblies as required by the Agencies: man-down emergency activation switch, public safety speaker microphone (i.e., elevated antenna at

shoulder height), multiple unit charger/conditioner, surveillance headsets/earpieces, Bluetooth accessories, RF adapter switch for vehicular mobile adapter assemblies, GPS-speaker microphones, and bone microphones. Any other available accessories should be included in the Proposal.

- i. As an Option, Proposers shall provide multiband portable radios capable of operating in the following frequency bands:
 - i. VHF: 136-174 MHz
 - ii. UHF: 380-520 MHz
 - iii. 700/800 MHz
 - iv. Note: Multiband portable radios shall retain all requirements listed above.

4. Portable Radio Accessories

- a. All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style vehicular mobile charger that does not cover up the LCD display and accommodates the attached remote microphone. The vehicular charger shall operate from the vehicle's battery and provide a charger/conditioning system for the portable radio battery. The charger shall be mechanically configured to provide electrical contact to the radio battery upon insertion of the radio or separate battery into the charger. Rapid battery charging shall be possible whether the battery is out of or attached to the radio. The proposed vehicular charger shall be compatible with every proposed portable radio type, and different vehicular chargers shall not be required based upon the radio or battery type.
- b. All portable batteries shall be equipped to operate in a tri-chemistry, pocket-style vehicular mobile travel charger. The vehicular travel charger shall operate from the vehicle's cigarette lighter/accessory connector and provide a charger/conditioning system for the spare portable radio battery. The proposed travel charger shall be compatible with every proposed portable radio type, and different travel chargers shall not be required based upon the radio or battery type.
- c. All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style 120VAC multiple unit charger that can simultaneously charge/condition a minimum of six (6) portable batteries. The proposed multi-unit charger shall be compatible with every proposed portable radio type, and different multi-unit chargers shall not be required based upon the radio or battery type.

5. System Programming Key

- a. Proposers shall provide complete sets of programming hardware and software for all subscriber equipment initially ordered. This equipment complement shall include all hardware and software necessary to program, troubleshoot, and flash upgrade each proposed subscriber type. The NCR requires the availability of a software system programming key that can be distributed to regional interoperability partners for programming initiatives.
- b. All proposed equipment must be able to be programmed by end user without using cloud or other remote storage. Programming must be able to be done on site.

6. APCO P25 Conformance Interoperability Proof-of-Concept
 - a. The Proposer is required to verify that its entire proposal for the proposed subscriber complement conforms to the APCO Project 25 standard by providing for each proposed subscriber: (1) an independent, interoperability conformance testing certification of inter-Proposer P25 trunking and conventional subscriber and infrastructure compatibility noting all compatible and incompatible proposed features as verified with actual field and laboratory system testing (e.g., NIST/SAFECOM, TIA P25CAWG; (2) a comprehensive list noting all P25-compliant open standard features and all proprietary, Proposer-specific subscriber features; (3) a list of at least three (3) operational, compatible, field-installed, 700/800 MHz P25 trunking customer systems with system contact reference that utilize the same subscriber complement and system platform version; and (4) length of time that each subscriber has been in manufacturing production.
 - b. Proposers shall develop test procedures in conjunction with individual jurisdictional requirements to ensure subscriber capabilities and performance is adequate for operations within the Agency jurisdictions and the region.
7. Subscriber Software/Hardware Roadmap
 - a. COG and the Participating Agencies intend to maximize and protect their subscriber radio purchase investment. Unlike FNE equipment and networks that integrate third-party equipment/software/firmware, manufacturers are almost completely in control of the support of their subscribers. The Proposers are required to provide support for the proposed subscriber fleet offering for a period of no less than 15 years from the date of purchase. The offering consists of all hardware, software, cabling, and services rendered to implement and maintain, with OEM repair parts and accessories, the proposed radio subscriber fleet.
 - b. Proposers are required to provide a comprehensive product roadmap (noting timetable of initial release through end of guaranteed Proposers supportability) for the proposed subscriber fleet defining the product life cycles of all major components and ancillary accessories.
8. Subscriber Radio Optional Features

Proposers shall provide a detailed list, with associated pricing, and explanation of optional features and accessories for all proposed subscriber radios that can be supplied for review and understanding.

XII. ADDITIONAL SPECIFICATIONS

A. STANDARD FEATURE SET-DUAL BAND PORTABLE

STANDARD FEATURE SET-DUAL BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

B. STANDARD FEATURE SET-SINGLE BAND PORTABLE

STANDARD FEATURE SET-SINGLE BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

C. STANDARD FEATURE SET FOR DUAL BAND MOBILE

STANDARD FEATURE SET FOR DUAL BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
VHF OR UHF ANTENNA
DOME 3.5DB LOW PROFILE ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

D. STANDARD FEATURESET FOR SINGLE BAND MOBILE

STANDARD FEATURESET FOR SINGLE BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER- MINIMUM 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
DOME 3.5DB LOW PROFILE ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

XIII. ESTIMATED QUANTITIES

All quantities are approximate and would be purchased over time, relative to life cycle and individual Agency budget considerations.

Agency/Jurisdiction	Subscriber Number		Current System		
	Mobile	Portable	Manufacturer	Type	FDMA/TDMA/BOTH/BAND
District of Columbia					
District of Columbia	1800	8150	Motorola	P25	Both
Maryland					
Town of Bladensburg	18	30	Motorola	P25	Both
City of Bowie	69	85	Motorola	P25	Both
City of College Park	5	188	Motorola	P25	TDMA
Charles County	730	1600	Motorola	Smart Zone	FDMA
Frederick County	1500	3000	Motorola	P25	FDMA
City of Gaithersburg	61	100	Motorola	P25	Both
City of Greenbelt	67	65	Motorola	P25	Both
City of Hyattsville	61	63	Motorola	P25	Both
City of Laurel	104	91	Motorola	P25	Both
Montgomery County	1948	5747	Motorola	P25	Both
Prince George's County	5494	5495	Motorola	P25	Both
City of Rockville	58	100	Motorola	P25	Both
City of Takoma Park	50	61	Motorola	P25	Both
Virginia					
Arlington County	420	1350	Motorola	P25	FDMA
City of Alexandria	750	1450	Motorola	P25	Both
City of Fairfax	62	80	Motorola	P25	FDMA
Fairfax County	8574	17140	Motorola	P25	FDMA
City of Falls Church	48	91	Motorola	P25	FDMA
Loudoun County	1000	2000	Motorola	P25	Both
City of Manassas	76	35	Motorola	P25	Both
City of Manassas Park	64	59	Motorola	P25	Both
Prince William County	920	2475	Motorola	P25	Both
Other Stakeholders					
Metropolitan Washington Airports Authority	1700	1100	Motorola	P25	FDMA
Washington Metropolitan Area Transit Authority	3200	7000	Motorola	Smart Zone	UHF

XIV. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:
1. Organizational Capacity (30%) – Proposers must outline their ability to provide the product being procured by submitting information on key staff (and their experience), and their ability to provide the required volume of product in a timely manner.
 - a. A credit and background check will be done as part of this evaluation process. A Dunn & Bradstreet number is required to evaluate the financial capacity of the Proposer (See Attachment A).
 - i. Proposer will provide a plan on addressing future technology changes in subscriber radio equipment and services.
 2. Experience and References (25%) – Proposers should also provide an outline of their corporate experience along with references of at least three (3) other government public safety organizations for which they provided a similar product and level of service projected on this procurement as set forth in Attachment D and section II.1.4.
 3. Warranty and Service Agreement (25%) - the Proposer shall outline all warranties on equipment and submit options for ongoing service agreement(s). Proposal should describe their warranty to include standard and extended and any cost the customer would incur while the equipment is under warranty to include shipping, labor or other ancillary cost.
 4. Cost (20%) – the unit costs, as stated in the Proposal, shall make up 20% of the scoring for this RFP.

Scoring Factor Chart	
Factor	%
Organizational Capacity	30
Experience and References	25
Warranty and Service Agreement	25
Cost	20
TOTAL	100

XV. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Date _____

PROPOSAL – SUBSCRIBER RADIOS

Item		Description	COST (Per Unit)
1	MAIN	A. STANDARD FEATURE SET-DUAL BAND PORTABLE	
		OPTIONS -	
1	A	OVER THE AIR PROGRAMMING (OTAP)	
1	B	MULTICAST VOTING SCAN	
1	C	MANDOWN OPERATION	
1	D	DVRS ACTIVATION	
1	E	ENHANCED DATA	
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
1	G	TACTICAL RADIO STUN/KILL	
1	H	DIGITAL TONE SIGNALING	
2	MAIN	B. STANDARD FEATURE SET-SINGLE BAND PORTABLE	
		OPTIONS -	
2	A	OVER THE AIR PROGRAMMING (OTAP)	
2	B	MULTICAST VOTING SCAN	
2	C	MANDOWN OPERATION	
2	D	DVRS ACTIVATION	
2	E	ENHANCED DATA	
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
2	G	TACTICAL RADIO STUN/KILL	
2	H	DIGITAL TONE SIGNALING	
3	MAIN	C. STANDARD FEATURESET FOR DUAL BAND MOBILE	
		OPTIONS -	
3	A	OVER THE AIR PROGRAMMING (OTAP)	
3	B	MULTICAST VOTING SCAN	
3	C	DVRS ACTIVATION	
3	D	ENHANCED DATA	
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
3	F	TACTICAL RADIO STUN/KILL	
3	G	DIGITAL TONE SIGNALING	

Proposal Form (Page 2 of 3)

Item		Description	COST (Per Unit)
4	MAIN	D. STANDARD FEATURESET FOR SINGLE BAND MOBILE	
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	
4	B	MULTICAST VOTING SCAN	
4	C	DVRS ACTIVATION	
4	D	ENHANCED DATA	
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
4	F	TACTICAL RADIO STUN/KILL	
4	G	DIGITAL TONE SINGNALING	

Catalogue Discount Pricing

Please include with the proposal a list of catalogue items your firm offers as an attachment to this price proposal, including any discounts from standard pricing that will be provided as part of any awarded contract.

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES_____	NO_____
Attachment B: Proposer's Qualifications	YES_____	NO_____
Attachment C: Contact Information Form	YES_____	NO_____
Attachment D: Non-Collusion Affidavit	YES_____	NO_____
Attachment E: References	YES_____	NO_____
Proof of Insurance (ACORD Form 25)	YES_____	NO_____
Sample Invoice	YES_____	NO_____
Licensed Distributor Documentation	YES_____	NO_____
*Exceptions Taken	YES_____	NO_____

If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.*

Addendums (if applicable)

Acknowledgement

Addendum #1

YES_____ NO_____

Addendum #2

YES_____ NO_____

Addendum #3

YES_____ NO_____

Others _____

YES_____ NO_____

Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Attachment A: Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOG”) contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term “MWCOG” includes MWCOG, its various members, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOG immediately. Upon learning of the actions herein identified, MWCOG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOG may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

IX. Independent Contractor

A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply

promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- I. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- II. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- III. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- IV. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- V. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's and/or members receipt of a proper invoice from the Contractor.

XVI. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.
- B. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until

the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOCG and/or members. The acceptance of the work set forth herein by MWCOCG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOCG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOCG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOCG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOCG and/or members by law.

XVI. Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOCG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOCG and/or members, perform at its own expense and without additional cost to MWCOCG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOCG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. MWCOCG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG and/or members deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG and/or members may terminate the Contract by written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG's and/or members written notice.
- B. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract.

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/2/2020)

Attachment B: Proposer's Qualifications

1. NAME OF PROPOSER: _____

2. PERMANENT MAILING ADDRESS: _____

3. YEAR & STATE INCORPORATED: _____

4. DUN AND BRADSTREET D-U-N-S # _____

5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM?

NAME: _____ YEARS _____

6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, WHY? _____

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER.

9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

10. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION TO CONTACT THIS (THESE) MANUFACTURES AND LENDING INSTITUTION(S)? YES NO

By signing this form, you acknowledge compliance with all terms and conditions of this Proposal.

Signature: _____

Name: _____

Date: _____

Title: _____

Attachment C: Contact Information Form

Proposer Company Name _____

Contact for Proposal

Name

Title

Phone number _____

Email address _____

Sales Representative Contact

Name

Title

Phone number _____

Email address _____

Area covered: _____ ("all", or list)

Service/Support Representative Contact

Name

Title

Phone number _____

Email address _____

Area covered: _____ ("all", or list)

Use additional sheet for more sales/support representatives

Attachment D: Non-Collusion Affidavit

DATE _____

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned PROPOSER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

In addition, the Proposer also certifies that they are in good standing and not on any debarred lists with any government Participating Agency including Local, Federal and State Governments.

RFP - **21-001 Subscriber Radios**

Name of Proposer _____

Signature

Title of Authorized Representative

(Notary Seal)

Attachment E: Proposer's Experience/References

Name of Proposer _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Proposal.

A Proposer, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s) by the Agencies.

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____



Attachment F: COG Cooperative Rider Clause

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

- A. COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions.

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

IV. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

- **State Agencies**

- Maryland-National Capital Park and Planning Commission
-

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

**COG Rider Clause
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

<u>Questions -</u>	<u>YES</u>	<u>NO</u>
1. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
2. Is the Contract active and currently in force?	_____	_____
3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract.	_____	_____
4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Entity

**Metropolitan Washington
Council of Governments**

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

