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Confidential Information

Harris Corporation, through its RF Communications Division (Harris Corporation), complies with all federal, state and local laws, ordinances, rules, and regulations regarding disclosure. However, Harris Corporation must still protect its trade secrets, intellectual property, and other confidential and competition sensitive business information. The enclosed proposal includes pricing, system design, trade secret and other confidential and competition sensitive information which is labeled as such in the proposal. Disclosure of any portion of this proposal shall be permitted only after the express written consent of Harris Corporation is provided. After award notification and upon official written request, Harris Corporation will disclose any proposal information that is no longer considered confidential or competition sensitive.



INVITATION TO BID

Bid Invitation Number: 207-2012

Date of Issue: 12/15/2014

This is an Electronic Bid Event. The Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky will be accepting bids for this commodity online. **Sealed specification responses, excluding pricing, must be received by LFUCG no later than Monday, January 5, 2015 at 2:00 PM EDT.**

Registered suppliers will receive a formal invitation to bid in the specified event via email and may receive other invitations to bid in future events as those opportunities arise.

Suppliers who accept their formal invitation to bid will be contacted by Buy Rite Technologies LLC with login information and instructions.

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

Lexington-Fayette Urban County Government has contracted with Buy Rite Technologies LLC, to conduct an Online Bid Event at <http://www.lfucgsourcing.com>

Buy Rite Technologies LLC will work directly with the successful bidder regarding collection of all Reverse Auction Fees.

Buy Rite Technologies LLC shall bill for only those goods or services accepted by the County and correctly billed for by the awarded bidder. Depending on the bid, Buy Rite Technologies may request that the successful bidder send "shadow invoices" to Buy Rite Technologies so Buy Rite is aware of all invoices being sent to Lexington-Fayette Urban County Government related to this bid.

The fee is collectable from the awarded bidder within 30 days after receipt of payment by LFUCG.

Volume of Award	% Cost per Auction Event	Dollar Amount Not To Exceed
\$0.00 to \$2,000,000.00	2.00%	\$2,000,000.00
\$2,000,000.01 to \$5,000,000.00	1.50%	\$5,000,000.00
\$5,000,000.01 and up	1.00%	N/A

These fees should be sent to:

Buy Rite Technologies LLC
18 Cattano Avenue
Morristown, NJ 07960
ATTN: Accounting Department

 Read and Understood

Milestones:

Milestone	Date/Time
Bid Package Released to Potential Suppliers	By: Monday, December 15, 2014
Sealed Specification Responses	Received By: Monday, January 5, 2015 by 2:00 PM EDT
Electronic Bidding Event	On: Wednesday, January 14, 2015 beginning at 2:00 PM EDT
Bids Verified & Contract Awarded (If Awarded)	January 2015
Anticipated Delivery	1 st Quarter 2015

MILESTONE EXPLANATIONS:

BID PACKAGE DISTRIBUTED TO POTENTIAL SUPPLIERS:

This is the release date of the item to be bid.

SEALED SPECIFICATION RESPONSE:

This refers to the date and time that all information **other than pricing** must be returned to the buyer. Traditionally this would be the same information submitted to the buyer in a normal paper bid, again without pricing. This allows the buyer to pre-approve those suppliers who participate in the actual live bid.

ELECTRONIC BIDDING EVENT:

The day, date and time of the start of the actual live bidding event.

Sealed Specification responses will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until 2:00 PM EST on Monday, January 5, 2015. All Specification Proposals must be attached to this proposal. Specification submittals must indicate any and all exceptions to the specifications, as well as any option packages or prepayment discounts. DO NOT SUBMIT BID PRICING WITH YOUR SPECIFICATIONS PACKAGE.

Sealed Specification Responses should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

HARRIS | Read and Understood

The Lexington-Fayette Urban County Government assumes no responsibility for Sealed Specification Responses that are not addressed and delivered as indicated above. Sealed Specification Responses that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications.

Bid Security Required: Yes No Performance Bond Required: Yes No
 Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Quantity	Commodity/Service
PCT	Public Safety Radio System Subscriber Units
	See specifications.

<p>Check One: <input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery: _____ days after acceptance of bid.</p>
<p>Procurement Card Usage</p> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> No</p>	

Submitted by:

Firm

Address

City, State & Zip

**Bid must be signed:
 (original signature)**

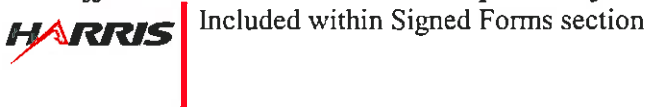
Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

Area Code - Phone – Extension Fax #

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.



AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 2015.



My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

HARRIS

Read and Understood
Included within Signed Forms section

I. GREEN PROCUREMENT

A. ENERGY


The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits


- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

 No products in this bid are listed on the Energy Star website.

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

 Not applicable to products offered in response to this RFP.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass

Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.


If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No


HARRIS | Harris will extend the same product/service pricing to the other principles of the Bluegrass Partnership assuming the same quantity discount.

II. Bid Conditions


- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for the live bid event.

 Read and Understood


- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.

 Read and Understood


- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

 Read and Understood


- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

 Read and Understood


- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

 Read and Understood


- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

 Read and Understood


- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

 Read and Understood

- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered. **Pricing is to be submitted online ONLY.**

 Read and Understood
Harris has provided a point by point response using the form of this RFP.

- I. Sealed Specifications must be submitted prior to the date and time indicated for opening. Sealed Specifications submitted after this time will not be considered.

 Read and Understood

- J. All Sealed Specification Responses mailed must be marked on the face of the envelope:

“Bid on #207-2012 Public Safety Radio System Subscriber Units”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for Sealed Specification Responses that are not addressed and delivered as indicated above. Sealed Specification Responses that are not delivered to the Division of Central

Purchasing by the stated time and date will be rejected.

HARRIS

Read and Understood

K. The LFUCG reserves the right to award to one or multiple bidders.

HARRIS

Read and Understood

L. A certified check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

HARRIS

N/A

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

HARRIS

Read and understood

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

HARRIS

Read and understood

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.



Read and Understood

P. All material furnished hereunder must be in full compliance with OSHA regulations.



Comply

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.



Read and Understood

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.



Comply

S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.



Read and Understood

T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment



because of race, color, religion, sex, age or national origin;

- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

HARRIS

Read and Understood

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

HARRIS

Read and Understood

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is*

reversed in the course of judicial review.

- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*



Read and Understood

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.



Read and Understood

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

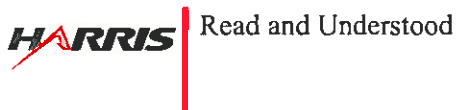


contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.



- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.


Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

HARRIS | Read and Understood

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government with an option to renew for 1 additional year.

 Read and Understood

B. Price Changes (**Space Checked Applies**)

- (X) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 Comply

- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 N/A

- () 3. Procurement Level Contract

 N/A

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

HARRIS

Read and Understood

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

HARRIS

Read and Understood

- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

HARRIS

Read and Understood

- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

HARRIS

Read and Understood

- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

HARRIS

Read and Understood

EQUAL OPPORTUNITY AGREEMENT

The Law

· Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

· Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

· Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

· Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

· Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders


I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women,



Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

 Included within Signed Forms Tab

WORKFORCE ANALYSIS FORM

Name of Organization: _____ Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____ Name & Title _____

HARRIS Included in Workforce Analysis tab



Confidential, Proprietary & Competition Sensitive

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507



For this opportunity, due to the nature of the offering, Harris believes that there is no MBE/WBE potential content. Harris does take supporting small and disadvantaged business very seriously and we were able to utilize a local Small Business, Lexington Call Mobile, to provide install services. Their content will contribute up to 8% of the value of the RFP.

Harris encourages participation of small business concerns in all aspects of our business. In fact, Harris' Global Procurement Policy, which applies to all Harris employees across all divisions and business units, requires that small business concerns be fully supported and utilized. Additional information regarding Harris' MBE/WBE efforts is included in Attachment C of this response.

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
1. A periodical in general circulation throughout the region
 2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
 - D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings
Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—
Tyrone Tyra, Minority Business Development
TTYRA@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council
Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council
Dee Dee Harbut /UK SBDC
ddharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation
James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation
Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP
Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council
Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect
Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

National Minority Supplier Development Council, Inc.
(NMSDC)
www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

 Company

 Date

 By

 Title



LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

 Company

 Date

 Company Representative

 Title





MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title





LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company Company Representative

Date Title



LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- ___ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- ___ Sponsored Economic Inclusion event to provide networking opportunities
- ___ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- ___ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- ___ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- ___ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- ___ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- ___ Other
Please list any other methods utilized that aren't covered above.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE



AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$3 million per occurrence, \$5 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Products Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00348003

HARRIS

In regards to item A, on forms, as the specification did not include the required forms, Harris uses the industry standard accord forms.

For Right to Review, Audit and Inspect: Harris agrees to provide necessary information as requested; however certain data may be considered proprietary. Harris will work with LFUCG to satisfy this requirement.

Bid Overview

LFUCG has implemented an 800 MHz P25 Phase 1 multicast/simulcast system provided by Cassidian Communications (COR P25). The Lexington Division of Fire and Emergency Services is seeking bids for the purchase of the subscriber units that will be used on this system. The total purchase for the Division of Fire will be approximately 350 portable hand-held radios, 160 mobile radios, and 50 control station radios.

The LFUCG also seeks to establish a price contract that can be used by other Divisions of the LFUCG as they migrate to the system in the near future. This migration would require approximately 100 portable hand-held radios, 250 mobile radios and 25 control station radios.

1. It is envisioned that the purchased subscriber units for the Division of Fire will be shipped to Lexington by the end of February 2015. Obtaining a certificate of interoperability from Cassidian Communications will be a pre-requisite for the shipment.

HARRIS | Read and Understood
Refer to Attachment D.

2. Long term the LFUCG system is expect to serve about 3500 radios.

HARRIS | Read and Understood

3. The vendors will provide their complete standard price lists for subscriber equipment and all related accessories, options, licenses, etc. LFUCG's final price will be determined via the electronic bidding event process on January 14th.

HARRIS | Harris complies. An electronic copy of our standard list price catalog is attached.

4. The vendors will provide good faith estimates (during the electronic bidding event on January 14th) of per-unit installation and programming charges and will identify the resources and their handling capacity to be used for such services.

HARRIS | Harris complies

5. Vendors will describe their warranty programs in detail.

HARRIS | Harris' Unity brand radios come with a standard three-year warranty. All other non-Unity radios (XG-75 and XG-25) come with a standard two-year warranty. Warranty coverage includes all necessary parts, labor, transportation, shipping both ways, and other items normally required and/or consumed in maintaining the proposed subscriber radios in order to meet original factory specifications at no

cost to Lexington-Fayette County. The warranty period will begin immediately after shipment of the radio. Warranty applies to defects in materials and workmanship, not misuse or abuse by users, unauthorized attempts to repair or alter or when used in combination with equipment not purchased from the Harris. Standard warranty response times are 8:00 a.m. to 5:00 p.m. Eastern on business days.

6. Vendors will provide information about available financing options for all submitted equipment.



Harris has a preferred relationship with PNC Financial. They can provide extremely competitive leases, with a one to five year term. All leases have a \$1 buy-out upon completion.

7. For each proposed radio the vendors will provide the year when the radio was first offered on the market and expected lifetime for the model (how long it will be in production). The vendors will provide certificates of CAP compliance for the proposed units or provide binding timeline for when such certificates are expected to be available. The vendors will provide names and contact info for public safety agencies with >500 users using the proposed radios.

a. First offerings:

- i. XG-25 mobile – October 2012
- ii. XG-25 portable – August 2012
- iii. XG-75 mobile (M7300) – June 2007
- iv. XG-75 portable – March 2012
- v. XG-100 mobile – August 2011
- vi. XG-100 portable – June 2010



- b. Expected lifetime – Harris gives a minimum 12 months end of production notice. None of the above product Harris is proposing in this RFI has been given the end of production notice.

c. CAP certification

- i. XG-25 mobile CAP # SDOC - XG25MDB141024
- ii. XG-25 portable CAP # SDOC-P25CAP081017-3120416H10
- iii. XG-75 portable CAP # SDOC - XG75PDB141027
- iv. XG-75 mobile (M7300) CAP # SDOC-P25CAP081017-31111108H06
- v. XG-100 mobile CAP # SDOC-P25CAP081017-3110817H09
- vi. XG-100 portable CAP # SDOC P25CAP081017-3110324H05

Spalding County, Georgia Contact:
Mike Windham
Communications Systems Manager
1438 Meriwether Street
Griffin, GA 30224
Phone: (770) 228-2400
Cell: (770) 468-8981
Email: mwindham@spaldingcounty.com

Carl Richards, EMA Director
Madison County Emergency Management Agency
560 South Keeneland Drive
Richmond, Kentucky 40475
Phone: (859) 624-4787
Email: crichards@madisoncountyema.com

Floyd County, Georgia Contact:
Tom Bowen
P25 Network Administrator
409 E. 12th Street
Rome, GA 30161
Phone: (706) 314-6575
Email: bowent@floydcountyga.gov

8. For each radio offered, vendor will detail what testing has been done to ensure the unit's interoperability and functionality with a Cassidian Communication COR P25 Trunked Radio System.



Harris RF Communications is actively engaged with Cassidian Communications to achieve the highest level of interoperability upon the Cassidian P25COR Infrastructure. As indicated within the attached letter, both Harris and Cassidian are actively pursuing this currently. Harris does not foresee any impediment to achieving this rapidly.

Subscriber Radio Specifications

1.1 Technical Specifications

1.1.1 Overview

LFUCG's Division of Fire and Emergency Services will be purchasing radio user equipment that will require different features depending on the user departments and their operational needs. By "radio user equipment", the solicitation refers to mobile radios, portable radios, and control station radios. These radios will fall into several classes, from those with the most advanced features to basic models. This equipment will be used on a Cassidian COR P25 system operated by the LFUCG.

Vendors will propose suitable user equipment for 4 different groups of users:

- a. Full featured public safety grade radios as described below; these radios will be the model used by firefighters with primary emergency response duties. These radios will operate on the new LFUCG system and must meet all Phase I P25 mandatory requirements. Usefulness of the radios in harsh environments with and without firefighting gloves will be considered.

HARRIS | Harris is proposing the XG-75 portable with fire knobs for this category. Harris is proposing the XG-75 mobile for this category.

- b. Full featured public safety grade radios as described below; these radios will be the model used by firefighters that provide support functions. These radios will operate on the new LFUCG system and must meet all Phase I P25 mandatory requirements. Usefulness of the radios in harsh environments with and without firefighting gloves may be considered.

HARRIS | Harris is proposing the XG-75 portable with fire knobs for this category. Harris is proposing the XG-75 mobile for this category.

- c. Full featured high end public safety grade radios as described below; these radios will be the model used Commander/Management level personnel. These radios will operate on the new LFUCG system and must meet all Phase I P25 mandatory requirements. These radios may have additional features available including multi-

band operation. Usefulness of the radios in harsh environments with and without firefighting gloves may be considered.



Harris is proposing the Unity XG-100P multi-band portable with fire knobs for this category. Harris is proposing the Unity XG-100 multi-band mobile for this category.

- d. Public service grade radios; these mobiles, portables and control stations will be economy units, meeting all Phase I P25 mandatory requirements.



Harris is proposing the XG-25 portable, mobile, and XG-75 control station for this category.

Public Safety grade radio features:

- a. APCO P25 Phase I trunked radio
- b. Software Upgradeable to APCO P25 Phase II
- c. Minimum 32 conventional channels
- d. Minimum 256 system/talkgroups
- e. Programmable time-out-timer
- f. Digital and analog talk-around
- g. Individual call
- h. Emergency operation
- i. Group scan
- j. PC programmable
- k. Alphanumeric display
- l. Back lighting of display with dimmer control
- m. Encryption capable, AES, minimum 15 keys
- n. On/off volume knob
- o. 16 position rotary knob with stops
- p. Advanced System Key



- q. Dynamic regrouping capable
- r. Mil Specs 810C, D, E , F, and G
- s. Accessories
 - i. Rapid rate desk charger (1 hour full recharge)
 - ii. Choice of antenna types
 - iii. Spring-loaded belt clip
 - iv. Choice of battery types
 - v. Multi unit charger (standard charge)
 - vi. Public Safety remote speaker-mic with emergency activation button (no antenna)
 - vii. Covert surveillance earpiece to work with lapel mic
 - viii. Noise cancelling mic with emergency activation button (no antenna)
 - ix. Complete programming set – software, licenses, cables and connectors
 - x. Complete encryption management kit – software, licenses, cables and connectors
- t. Options:
 - xi. GPS
 - xii. Bluetooth
 - xiii. UL intrinsically safe portable model
 - xiv. 3-year factory warranty
 - xv. Detailed service manual

Submitters shall provide a detailed explanation of the testing that has been done to ensure the submitted radio's functionality on Cassidian COR P25 infrastructure. A detailed description of the expected performance when operating on Cassidian COR P25 Infrastructure including expectations during failsoft operation shall be submitted.

HARRIS | The Harris radios will give a verbal tone notification that the system has gone in to failsoft. Additionally, the display will show "FS". At that point, the user will need to change the zone/channel to a predetermined conventional channel manually.

Submitters shall provide a detailed explanation of the offering including the impact of potential P25 Phase II system upgrade on all user radio equipment, specifically whether or not the radios proposed are currently P25 Phase II capable, or are upgradeable from Phase I to Phase II. If they are upgradeable to Phase II, describe the process required to upgrade them to Phase II operation, whether it is a simple software update, requires modification to the radios or required replacement of the radios. If the radios require modification, describe the process. List price of any costs associated with the upgrade shall be provided.

HARRIS In all of the radios Harris is proposing, they are P25 Phase 2 ready. It is a simple software upgrade made to all of the radios in the field to upgrade to Phase 2. List price on this upgrade is \$500.

LFUCG has procured a complex system infrastructure throughout which the radio units will operate. Superior performance of the system will depend on the radio units' abilities to properly and predictably roam throughout the system. The Submitters shall provide a detailed discussion of the methodology with which the radio units roam, including:

- ◆ Methodology by which the radio units choose on which site/subsystem to register

HARRIS Radios may be programmed to operate in either an enhanced roam mode or an explicit mode. In an enhanced mode, the radio will affiliate to the strongest site recognized or seen and gain adjacent site information for hand-off, etc. As the radio nears an additional site at a specific point the radio will roam to that site in order to maintain the best quality of signal – the specific settings that drive this are considered proprietary information. In this mode the selection process may be influenced via a site preference table that allows one to apply settings of “Always Preferred, Preferred, No Preference, Less Preferred and Never.”

In the explicit mode (Pro Scan), specific site selection settings may be applied to the radios operating parameter including but not limited to sensitivity, switch delta, sample time, priority and non-priority site levels and transition levels based on signal strength (.db)

- ◆ How the radio units avoid remaining on a low signal site when in range of a higher-signal site.

HARRIS Based on the site roaming mode used (enhanced or explicit) sites can either be avoided, preferred or selected based on their signal strength and other select parameters as it relates to signal strength. Additionally as the radio roams and affiliates to various sites, it internalizes this information and amasses a preferred operating table for future use.

- ◆ The radio units' algorithm for accessing a site upon power-up and upon requiring a site change.

HARRIS The radio, while operating, generates a site table which is used as a reference at time of power up. If no logical match exists the radio will scan for a valid control channel. During operation the radios will table any adjacent site information if

available. If such information is not present, the radio will scan for a valid control channel until one is found

- ◆ Any features in the radio units' roaming algorithm, which might provide for more efficient system operation (automatically favoring a higher-capacity site, etc.). Please provide details on how these features operate.

HARRIS

Harris software allows the user to either cause the radio to operate in enhanced operating mode whereas the user can give preference to a specific set of sites over others or in explicit mode whereas the user can apply settings to site strength. Within the programming software the user can separate the preferred sites to give an advantage to those to respond more favorably.

- ◆ Describe how the radios' operating algorithm protects from conditions that might entail numerous radios registering simultaneously, thus potentially overloading the system.

HARRIS

Harris software allows for registration to occur on a system determined basis – whereas the system will cause the radio to queue itself in a logical order versus the radio just ruthlessly attempting to register

- ◆ Please describe the radio units' flexibility for operating in preferred conditions upon infrastructure failures. Such as, changing to an available wide-area subsystem when a "site trunking" condition occurs, or conversely, remaining in the "site trunking" condition. Also, describe the radios' ability to switch to and handle conventional failsoft operation.

HARRIS

Harris radio will enter into a WIDE AREA SCAN mode when the radio sees a site trunking condition occur – or setting/options may be applied to the radio that cause it to stay on site if desired. Fail-Soft is a non defined optional feature of the P25 Standards – Harris radios handle this feature in one of two ways A) follow the lead of the site and revert to a site trunking mode B) enter a fail soft condition and revert to a dedicated channel .

- ◆ Please describe any added value features of the proposed units.

HARRIS

The XG-25 portable products have Bluetooth capability. The XG-75 portable products have built-in noise reduction along with a message recall feature. The Unity portables have multiband capability (V/U/700/800) in addition to having Bluetooth and GPS built-in to the radios.

Submitters shall provide a detailed explanation of the testing that has been done to ensure the submitted radio's interoperability with Cassidian COR P25 infrastructure. A detailed description of the expected performance when operating on Cassidian COR P25 Infrastructure including expectations during failsoft operation shall be submitted.

HARRIS | See attached letter of Interoperability from Cassidian.

The Submitter shall describe the process by which system frequencies are programmed into the radio units. Specifically, if sites and/or channels are added to the system at a later date, what must be performed to the radio units to accommodate these additional sites/channels.

HARRIS | Sites and channels are entered in the radio upon initial programming. Additional channel or sites can be easily added to the program template. If a new channel is added that is a working channel and not a control channel, the radio will automatically detect it. If the new channel is a control channel, the radio may detect it during "band scan" if the channel is not programmed in to the radio.

Submitters that participated in LFUCG RFI #6-2014 and are providing pricing for radios that were submitted for testing during this process may reference the documentation pertaining to the communications equipment that was previously submitted. Only major changes to the documentation already on file need be submitted.

HARRIS | Comply

If any of the requested features are not available at the time of submission, a time line indicating when the features will be available must be submitted for review.

HARRIS | Mixed Mode Zone – Available March 2015

The LFUCG reserves the right to withhold 10% of the unit purchase price as retainage. This 10% retainage will be paid in full when the selected vendors proposed features (features not yet available on current models) are obtainable via a software update.

HARRIS | Read and understood

1.1.2 Mobile Radio, 700/800 MHz

Mobile radios shall be frequency synthesized and furnished to operate on all channels in the 700/800 MHz land mobile bands. Specific channel assignment will be made by the trunking control

system. In the event the mobile radio unit begins operating on a site or subsystem which is in a failed mode, a unique tone will be heard on the unit's speaker and indicated on the display if applicable. Submitters shall describe the capabilities of the proposed mobile radios to provide an indication to the user that the trunked system is operating in a mode that is not normal. It is preferred that users have the ability to silence the failure indication tone.

HARRIS | The mobile radio will detect when it is initially out of range. It can be programmed to continue to give this tone or only initially. The tone can only be silenced by the user by turning down the volume knob. In failsoft, a tone will be generated and "FS" will appear on the screen.

Detailed operational and technical instructions on programming shall be supplied. The RF output power into 50 Ohms shall be 15 Watts minimum.

HARRIS | Comply

Mobile stations shall have an engraved or stamped multi-digit unique serial number applied to each unit. These shall be of such type, and located in such a position that their removal or alteration is as difficult to do and as obvious to spot as economically feasible. It is not the intent of LFUCG in requiring this identification to raise the cost of the units by any significant percentage. Submitters must be aware of this intent when proposing a suitable method of identification.

HARRIS | Comply

The mobile station exterior housing shall be made of plated or painted steel or aluminum of sufficient gauge to provide for adequate protection and theft deterrence. Plastic, nylon or other suitable synthetic material may be used for the radio enclosure/housing if its usage is adequately justified and it can meet the required performance specifications.

HARRIS | Comply

The interconnecting cable, including + and - DC power, shall be of such construction that frequent exposure to hydraulic fluids and petroleum based oils will cause minimal damage such as cracking or softening of the cable jacket.

HARRIS | Comply

All mobile units and operation radios shall be supplied with control unit, speaker, microphone and all accessories required for installation.

HARRIS | Comply

The successful vendors shall be required to demonstrate that the microprocessor-based equipment is totally functional in the vehicular environment in which LFUCG intends it to be used. This test shall include, but not be limited to, RF immunity, DC input voltage fluctuations, noise introduced in the DC line and typical usage impact. Any degradation of functional parameters of the equipment supplied due to normal or emergency operation of the vehicle in which it is installed shall be corrected by the Contractor.

HARRIS | Comply

Open air mobile units and all external headsets, microphones and speakers must be weatherproofed and suitable for outdoor mounting. All installation and operating cabling, brackets, etc. must be part of this procurement.

HARRIS | Comply

The housing shall be devoid of any louvers or other openings thereby protecting the radio set from dirt, dust, and moisture and splashing water.

HARRIS | Comply

The mobile radio shall be capable of operation from a nominal 12-volt dc primary power source, with positive action reverse polarity protection to avoid damage if the radio were to be incorrectly installed. In that event, the only damage allowed shall be blown fuses if the radio were turned "ON". The radio set shall operate from a negative ground primary source.

HARRIS | Comply

All power should be derived directly from the vehicle battery, without using active components such as transistors in an oscillator circuit, step-up transformers, or rectifiers. Primary power input shall be adequately fused to assure fast and positive action.

HARRIS | Comply

Some mobile radios will require priority-scanning capability. These units shall be capable of scanning a minimum of ten (10) fleets/sub fleets. The operator shall be readily able to select the fleets/sub fleets to be scanned, to designate and change the priority channel, and to enable or disable the scanning mode.

HARRIS | Comply

Additional equipment specifications are listed below.

System Compatibility - Mobile radios shall be equipped and compatible with software related features of the trunking system:

◆ Dynamic talkgroup reconfiguration
HARRIS | Comply

◆ System access priority
HARRIS | Comply

◆ Trunking controller failure operating mode
HARRIS | The Harris radios will give a verbal tone notification that the system has gone in to failsoft. Additionally, the display will show "FS". At that point, the user will need to change the zone/channel to a predetermined conventional channel manually.

◆ Signaling error correction (To correct erroneous talkgroup assignments, software shall provide for the mobile to revert to the signaling channel in the event that a unit is assigned to an incorrect talkgroup)

HARRIS | Comply

- ◆ Wide area operation capability

HARRIS | Comply

- ◆ Selective inhibit and uninhibit

HARRIS | Comply

- ◆ Multi-key Encryption (256 bit AES Encryption)

HARRIS | Comply

- ◆ Software driven tuning and alignment capabilities

HARRIS | Comply

- ◆ Batch cloning capability

HARRIS | N/A per latest Addendum #1-207-2014

- ◆ Over-The-Air-Rekeying (OTAR) (Selected Public Safety radios) (optional)

HARRIS | Comply

- ◆ Over-The-Air-Programming (OTAP) (optional)

HARRIS | Comply

Emergency Alarm Switch - Mobile radio control heads shall be equipped with an emergency switch which will encode a unit identification and emergency status message when depressed. The emergency signaling shall be placed onto the system immediately to be decoded and displayed at the user's dispatch center. Submitter shall describe programmable options associated with emergency signaling that are available with their submission.

HARRIS Programming emergency button options include: length of push to activate, channel/talk group to transmit on, and method of de-activation.

Status Tones - Audible programmable indication shall be provided for the following operational conditions:

- ◆ System busy
- ◆ Callback when channel is available
- ◆ Trunking controller failure
- ◆ Time out timer operation
- ◆ Access to system denied
- ◆ Out of range of trunked system

HARRIS Comply

Control Head

HARRIS ◆ Mounting - Shall provide for mounting on vertical or horizontal plane mounting surface
Comply

HARRIS ◆ Displays - Shall be clearly labeled and shall be backlit for nighttime visibility
Comply

HARRIS ◆ Microphone - Palm type, with push to talk switch
Comply

HARRIS ◆ Selector Switches - Rotary selectors and volume controls are preferred on Public Safety radios;
Comply

HARRIS ◆ Multiple control heads - Some vehicles require a front and rear control heads
Comply

- ◆ An "on-off" switch shall control primary power to the radio set.

HARRIS | Comply

- ◆ A volume control shall regulate the audio level of the speaker. Minimum volume shall be software programmable.

HARRIS | Comply

- ◆ Indicator lamps (either LED or LCD devices) shall be provided which indicate "radio set on" and "transmitter carrier on" functions.

HARRIS | Comply

- ◆ A talkgroup selector switch or switches, if applicable.

HARRIS | Comply

Service Facilities - A central metering jack shall be provided for connecting test apparatus to the radio for measuring transmitter and receiver circuitry alignment.

HARRIS | Comply

Selective Signaling and Alert Decoder – Unit shall allow for selective signaling of mobile units and shall provide a visual or audible indication on the control head of a call waiting.

HARRIS | Comply

Talk-around and Conventional Operation - Shall provide for direct, simplex, mobile-to-mobile communication in analog or digital mode. Programming should allow user selection of a trunked talk group, a conventional channel or a talk-around channel from the same bank utilizing the talk group/channel selector control. This operational method shall not result in loss of radio features or the functional system/group (channel) capacity.

HARRIS | Mixed mode zone option is available on Unity XG-100P and XG-100M, and will be available on XG-75 and XG-25 product by March 2015.

Radio Models - Bidders should focus on models that were submitted under LFUCG RFI 6-2014.

HARRIS | Comply

1.1.3 Portable Radio, 700/800 MHz

The portable radio will be used by the firefighters in harsh environments. The portable radio shall meet MIL 810 C, D, E, F and G standards for shock, vibration, salt, fog, dust and rain, and shall consist of weather resistant, FM transmitter, receiver battery power supply and operating controls, all housed in a durable, attractive, weather resistant enclosure. The case of the unit shall fit comfortably in, and permit, one hand operation. Power output of the transmitter shall be a minimum of 3 Watts.

HARRIS | Comply

Portable radios supplied under this procurement shall be frequency synthesized and furnished to operate on all channels in the 700/800 MHz land mobile bands. Specific channel assignment will be made by the trunking control system. In the event the portable radio unit begins operating on a site or subsystem which is in a failed mode, a unique tone will be heard on the unit's speaker and indicated on the display if applicable. Submitters shall describe the capabilities of the proposed portable radios to provide an indication to the user that the trunked system is operating in a mode that is not normal. It is preferred that users have the ability to silence the failure indication tone.

HARRIS | During failed mode, a tone will sound and a "FS" will be displayed. Tone can only be silenced by turning down the volume or changing the channel to conventional.

Radios shall be delivered with all necessary channels already programmed. Detailed operational and technical instructions on programming shall also be supplied.

HARRIS | Comply

The radio set shall be small, lightweight and rugged. The radio set shall be capable of withstanding severe operating conditions. The portable housing shall be constructed of high impact resistant material. It shall be sealed and gasketed to protect internally mounted circuitry against dust, foreign particles, moisture and splashing water. Opening the battery compartment shall not break the seal to the radio circuitry. "Ruggedized" portable radios are preferred. If available, ruggedized portable radios shall be offered and thoroughly described.

HARRIS | Harris complies – The XG-75 series is a ruggedized portable. The portable is drop tested to 1.5 meters and is submersible to IP-68 ratings.

The radio shall be single battery operated to insure uniform battery depletion. Submitters shall propose a rechargeable battery, which shall be quickly and easily removed. Battery life, based on a 10% transmit, 10% receive, 80% stand-by duty cycle, measured in accordance with EIA RS-316 at 250 milliwatts of audio output, shall be at least twelve (12) hours. Batteries must be capable of full recharge in one (1) hour or less. Batteries provided must be capable of withstanding a 3' drop test to concrete without damaging battery performance or visibly cracking the battery housing. Submitters shall provide a listing of the batteries available and a comparison detailing the advantages and disadvantages of each type of battery. The comparison shall include the maximum and minimum operating temperatures of each battery offered.

HARRIS | Comply

LFUCG is interested in considering different types of batteries. The Submitter shall include in their bid a section describing the pros and cons of their available battery types, including their operational parameters. LFUCG intends on making final decisions on battery types after evaluating this response. LFUCG is also interested in compatible battery cases that would allow the use of standard commercially available AA Alkaline batteries with your portable radio equipment.

HARRIS | Harris has available Li-Ion and Li-Polymer batteries for all portables. Li-Polymer has a higher capacity in the same size case as the Li-Ion. The cost on Li-Polymer is slightly higher. We discourage the use of Ni-CD due to memory, availability of cells and length of use. Harris has available NiMH batteries for intrinsically safe requirements. Clamshells allowing the use of commercially available AA Alkaline batteries are available for all of our portable models.

The volume and mode selection controls on the portable radios shall be mounted on the top of the unit for easy access. Minimum volume shall be software programmable. A rotary control knob shall be provided to select talkgroups as desired, simultaneously selecting the correct transmitter and receiver digital code. The switch shall not rotate through more than 355 degrees. Other controls shall include a volume control/on-off switch. A sealed transmitter "push-to-talk" (PTT) switch shall be provided on the side of the unit, and an emergency switch shall be provided for user defined

quantities of radios.

HARRIS | Comply

The audio output levels of indication tones shall be capable of being independent of the volume control.

HARRIS | Comply

All portables shall be available with a variety of devices such as belt clips, leather cases, etc. Public safety speaker/microphone assemblies shall be available and thoroughly described in the bid. Further, it must be possible for an operator to remove the public safety speaker/microphone assembly from a portable radio without the use of tools, and then operate the radio in normal fashion. Speaker/microphones shall not have antennas on the microphone. All speaker/microphones shall use coiled cords to connect the speaker microphone to the radio, and shall have an emergency alarm switch that will activate the emergency alarm in the portable radio. Speaker microphones shall be noise canceling. Submitters shall provide a description of how noise cancelation is achieved.

HARRIS | Comply. Noise cancelling is provided on the XG-75 and XG-100 portables. The primary microphone is located on the front of the portable. The secondary microphone is located on the back of the portable. When utilizing the portable, the secondary microphone picks up noise and the radio cuts out this noise through an internal algorithm. When the radio is holstered and a speaker microphone is utilized, the primary microphone on the radio is switched to the secondary function. The primary microphone is in the speaker/microphone.

Harris also has introduced a new fire microphone that offers additional noise reduction directly on the microphone. This product will be available for all portables in March 2015.

Additional equipment specifications are listed below.

Unit Identification - Shall transmit a digital unit identification when the PTT switch is depressed

HARRIS | Comply

System Compatibility - Radios shall be equipped and compatible with the following trunked

system software or firmware related functions:

◆ Dynamic talkgroup reconfiguration
HARRIS Comply

◆ System access priority
HARRIS Comply

◆ Trunking controller failure operating mode
HARRIS The Harris radios will give a verbal tone notification that the system has gone in to failsoft. Additionally, the display will show "FS". At that point, the user will need to change the zone/channel to a predetermined conventional channel manually.

◆ Signaling error correction (To correct erroneous talkgroup assignments, software shall provide for the mobile to revert to the signaling channel in the event that a unit is assigned to an incorrect talkgroup)
HARRIS Comply

◆ Wide area operation capability
HARRIS Comply

◆ Selective inhibit and uninhibit
HARRIS Comply

◆ Multi-key Encryption (256 bit AES Encryption)
HARRIS Comply

◆ Software driven tuning and alignment capabilities
HARRIS Comply

◆ Batch cloning capability

HARRIS | N/A per latest Addendum #1-207-2014

◆ Over-The-Air-Rekeying (OTAR)(optional)
HARRIS | Comply

◆ Over-The-Air-Programming (OTAP) (optional)
HARRIS | Comply

Emergency Alarm Switch - An emergency button/switch shall be provided, which, when activated, permits immediate access to a control channel and alerts the dispatcher of an emergency transmission. When the emergency button is activated, the transmitter operates in its highest priority mode, and the PTT switch can be used to key the transmitter in that mode. No receive audio shall be present unless the PTT switch is first activated. Submitter shall describe programmable options associated with emergency signaling that are available with their submission.

HARRIS | Programming emergency button options include: length of push to activate, channel/talk group to transmit on, and method of de-activation.

Status Tones - Shall provide audible programmable indication of the following conditions:

- ◆ System busy
- ◆ Call back when channel available
- ◆ Trunking controller failure
- ◆ Time out timer activation
- ◆ Access to system denied
- ◆ Out of trunked radio system range
- ◆ Master Network Controller failure
- ◆ Other reduced capability indicator

HARRIS | Comply

Selector Switches - Rotary selectors are required on Public Safety models. Ease of use while wearing firefighting gloves will be considered.

HARRIS | Comply

Talk-around and Conventional Operation – Proposed radio shall provide for direct, simplex, and radio-to-radio communication in analog or digital mode. Programming should allow user selection of a trunked talk group, a conventional channel or a talk-around channel from the same bank utilizing the top selector control. This operational method shall not result in loss of radio features or the functional system/group (channel) capacity.

HARRIS | Harris complies on the XG-100. We anticipate full compliance on XG-25 and XG-75 product by March 2015.

Accountability Tone Operation – Radio shall be capable generating the Lexington Fire Department Accountability Tone as demonstrated during RFI 6-2014. If selected as finalist, the vendor shall be required to demonstrate this capability prior to the final awarding of any purchase contract.

HARRIS | Comply

Batteries - Proposed portable handheld radio batteries shall use nickel metal hydride, lithium-ion or lithium polymer chemistry. The following table shall be completed for each battery submitted in this RFB. Battery options for each radio should be outlined using the format listed below:

HARRIS | Comply, table completed

Battery Model #	Capacity (maH)	Chemistry (NiH, LiON, LiPoly)	Avg radio run time 5/5/90	Is there a limited number of Charging Cycles?	Typical Number of Charging Cycles	Recommended Single Unit Charger	Recommended Multi-Unit Charger
EV-3APR (XG-75,XG25)	2400	Li-ION	12 hrs	No	400 +	MAEV-NCH9T	MAEV-NCH9U
MAEV-PA2U (XG-75,XG-25)	3600	Li-Poly	14 hrs	No	400 +	MAEV-NCH9T	MAEV-NCH9U
XPPA3A (XG-100)	3600	Li-Poly	14 hrs	No	400 +	XPCH4A	XPCH4B

Battery Chargers - Battery charging units operating from 110V AC, 60 Hz primary power shall be provided. Multi-unit chargers shall be capable of fully charging batteries in one (1) hour or less. All chargers shall automatically switch to trickle charge when the battery is 70% (or more) charged. Miniature meters (scaleless) or lighted indicators shall be provided which will indicate when a battery is charging and also when it is fully charged.

HARRIS | Comply

Three types of battery chargers shall be provided:

- ◆ Desktop charger capable of holding a single radio unit or battery.
- ◆ Multi-unit charger suitable for wall mounting or desktop placement.
- ◆ Rapid rate vehicle mountable radio charger.

HARRIS Comply

Each charger provided shall be capable of recharging batteries with the nickel-cadmium, nickel metal hydride, lithium-ion or lithium polymer battery either connected to, or removed from, the radio set. The charger shall be equipped with automatic full discharge option to first fully discharge the battery to a minimum of 1 volt per cell and then recharge the battery, or else the bidder shall certify that this feature is not needed, because the batteries being supplied are not susceptible to developing "battery memories".

HARRIS Harris will be bidding Lithium Ion and Lithium Polymer batteries, which do not develop "battery memories". The automatic discharge is not recommended for Lithium batteries.

In addition LFUCG is interested in the following list of accessories/items for potential future purchases of fire service grade radio equipment:

- Ruggedized lapel microphone with emergency activation button and earpiece connection (no antenna provision)
- Standard lapel microphone with emergency activation button and earpiece connection (no antenna provision)
- Belt clips and carrying accessories
- Earpiece accessories
- Skull/bone microphone options (for Fire Hazmat units)
- Antenna options (length, gain)

HARRIS Comply
Accessories brochure is attached to this proposal.

Radio Models - Bidders should focus on the following models that were submitted under LFUCG RFI 6-2014:

HARRIS	XG-75
	UNITY XG100P
RELM	KNG P800T2
	KNG P800
MOTOROLA	APX6000XE
	APX7000XE
	XTS1500
	APX7000

KENWOOD	TK5410D-K2
	TK5410-K2
TAIT	TP9160 TP9455



Harris complies and will also bid the Public Service model XG-25 portable and mobile.

1.1.4 Control Stations

Radio operation in the trunked radio system from various fixed locations within the system is required. Control stations must include antennas and transmission lines if applicable. Control Stations shall have the capability to be mounted in a 19" rack. Proposer shall describe available methods with which Control Stations can be interfaced with common console systems.



Harris control stations are Tone remote capable. The CS7000 control station in rack mountable. Harris will work with your console manufacture to provide control specifications.

All radio equipment shall be FCC type accepted under Part 90 of the FCC Rules and Regulations. Control stations shall be available with an optional auxiliary power system capable of sustaining operation for a period of four hours. Additional equipment specifications are listed below.



Comply

Automatic Unit Identification - Shall transmit digital unit identification on push to talk.



Comply

System Compatibility - Control Stations shall be equipped and compatible with software related features of the trunking system:



- ◆ Dynamic talkgroup reconfiguration

Comply

- ◆ System access priority

HARRIS | Comply

- ◆ Trunking controller failure operating mode

HARRIS | The Harris radios will give a verbal tone notification that the system has gone in to failsoft. Additionally, the display will show "FS". At that point, the user will need to change the zone/channel to a predetermined conventional channel manually.

- ◆ Signaling error correction (To correct erroneous talkgroup assignments, software shall provide for the mobile to revert to the signaling channel in the event that a unit is assigned to an incorrect talkgroup)

HARRIS | Comply

- ◆ Wide area operation capability

HARRIS | Comply

- ◆ Selective inhibit and uninhibit

HARRIS | Comply

- ◆ Multi-key Encryption (256 bit AES Encryption)

HARRIS | Comply

- ◆ Software driven tuning and alignment capabilities

HARRIS | Comply

- ◆ Batch cloning capability

HARRIS | N/A per latest addendum #1-207-2014

- ◆ Over-The-Air-Rekeying (OTAR) (selected Public Safety radios) (optional)

HARRIS | Comply

- ◆ Over-The-Air-Programming (OTAP) (optional)
Comply

HARRIS

Emergency Alarm Switch - As outlined in the pricing section, control stations shall be equipped with an emergency switch which will encode a unit identification and emergency status message when depressed. This indication shall be placed onto the system immediately, and shall be decoded and displayed at the user's dispatch center. Submitter shall describe programmable options associated with emergency signaling that are available with their submission.

HARRIS Programming emergency button options include: length of push to activate, channel/talk group to transmit on, and method of de-activation.

Status Tones - Audible indication shall be provided for the following operational conditions:

- ◆ System busy
- ◆ Callback when channel is available
- ◆ Trunking controller failure
- ◆ Time out timer operation
- ◆ Access to system denied
- ◆ Out of range of trunked system

HARRIS Comply

Radio Controls

- ◆ Displays - Shall be clearly labeled and shall be backlit for nighttime visibility
- ◆ Microphone – Desk or palm type, with push to talk switch
- ◆ Selector Switches - Rotary selectors and volume controls are required on Public Safety radios, instead of rocker buttons
- ◆ An "on-off" switch shall control primary power to the radio set.
- ◆ A volume control shall regulate the audio level of the speaker. Minimum volume shall be software programmable.
- ◆ Indicator lamps (either LED or LCD devices) shall be provided which indicate "radio set on" and "transmitter carrier on" functions.
- ◆ A talkgroup selector switch or switches, if applicable.

HARRIS Comply

Service Facilities - A central metering jack shall be provided for connecting test apparatus to the radio for measuring transmitter and receiver circuitry alignment.

HARRIS | Comply

Selective Signaling and Alert Decoder

- ◆ Shall allow for selective signaling of radio units
- ◆ Shall provide a visual or audible indication on the control head of a call waiting

HARRIS | Comply

Talk-around and Conventional Operation - Shall provide for direct, simplex, radio-to-radio communication on the base station transmit frequency or other frequency, and conventional mobile relay operation

HARRIS | Comply

Radio Models - Proposals should focus on models that were submitted under LFUCG RFI 6-2014.

HARRIS | Read and understood

1.1.5 Vehicular Mounted Repeaters

Vehicular Repeaters shall be frequency synthesized and furnished to operate on all channels in the 700/800 MHz land mobile bands. The RF output power into 50 Ohms should be 15 Watts minimum. Lower power vehicular repeaters will be considered.

HARRIS | Comply

Vehicular repeaters shall have an engraved or stamped multi-digit unique serial number applied to

each unit. These shall be of such type, and located in such a position that their removal or alteration is as difficult to do and as obvious to spot as economically feasible. It is not the intent of LFUCG in requiring this identification to raise the cost of the units by any significant percentage. Submitters must be aware of this intent when proposing a suitable method of identification.

HARRIS | Comply

The exterior housing shall be made of plated or painted steel or aluminum of sufficient gauge to provide for adequate protection and theft deterrence. Plastic, nylon or other suitable synthetic material may be used for the radio enclosure/housing if its usage is adequately justified and it can meet the required performance specifications.

HARRIS | Comply

The interconnecting cable, including + and - DC power, shall be of such construction that frequent exposure to hydraulic fluids and petroleum based oils will cause minimal damage such as cracking or softening of the cable jacket.

HARRIS | Comply

The successful vendors shall be required to demonstrate that the microprocessor-based equipment is totally functional in the vehicular environment in which LFUCG intends it to be used. This test shall include, but not be limited to, RF immunity, DC input voltage fluctuations, noise introduced in the DC line and typical usage impact. Any degradation of functional parameters of the equipment supplied due to normal or emergency operation of the vehicle in which it is installed shall be corrected by the Contractor.

HARRIS | Read and understood

The housing shall be devoid of any louvers or other openings thereby protecting the radio set from dirt, dust, and moisture and splashing water.

HARRIS | Comply

The vehicular repeater shall be capable of operation from a nominal 12-volt dc primary power source, with positive action reverse polarity protection to avoid damage if the radio were to be incorrectly installed. In that event, the only damage allowed shall be blown fuses if the radio were turned "ON". The radio set shall operate from a negative ground primary source.

HARRIS | Comply

All power should be derived directly from the vehicle battery, without using active components such as transistors in an oscillator circuit, step-up transformers, or rectifiers. Primary power input shall be adequately fused to assure fast and positive action.

HARRIS | Comply

1.1.6 Minimum Mobile, Portable, Control Station Radio Specifications

(Public Safety Tiers)

SPECIFICATIONS	MOBILE	PORTABLE	CONTROL
Power Requirements	11-16 Vdc, negative ground	Min choice of Ni-MH or Nickel-Cadmium, (re- chargeable)	120 Vac, 60 Hz & 12 or 24 VDC
Temperature	-30° to +60° C (Full Performance)	-30° to +60° C (Full Performance)	-30° to +60° C (Full Performance)
Humidity	95% @ 50° C	95% @ 50° C	95% to 50° C
Duty Cycle	20% Tx 100% Rx	10% Tx 10% Rx 80% Stby (12 hours minimum battery life)	20% Tx 100% Rx
Shock & Vibration	MIL 810 C/D/E/F/G	MIL 810 C/D/E/F/G	MIL 810 C/D/E/F/G
Tx RF Output Power	15-30 watts	3 watts	10-30watts
Tx RF Output Impedance	50 Ω	--	50 Ω
Tx Frequency Stability	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C
Tx Local Audio Sensitivity			-15 dBm @ 3.3 kHz deviation
FCC Emission Designator	11K0F3E 20K0F3D	11K0F3E 20K0F3D	11K0F3E 20K0F3D
Tx Audio Response	+1, -3 dB, 6 dB pre-emphasis	+1, -3 dB, 6 dB pre-emphasis	+1, -3 dB, 6 dB pre-emphasis

Tx Audio Distortion	≤3% @ 1 kHz	<5% @ 1 kHz	≤3% @ 1kHz
Tx Spurious & Harmonic	≥-75 dB	≥-75 dB	≥-75 dB
Tx FM Noise	≥-40 dB @ 3.3 kHz deviation & 1.0 kHz modulation	≥-40 dB @ 3.3 kHz deviation & 1.0 kHz modulation	≥-40 dB @ 3.3 kHz deviation & 1.0 kHz modulation
Rx Frequency Stability	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C
Rx Sensitivity (EIA SINAD)	0.35μV/12dB SINAD	0.35μV/12dB SINAD	0.35μV/12dB SINAD
Rx Selectivity (12.5kHz Channel)	≥-63 dB	≥-63 dB	≥-63 dB
Rx Intermod Rejection	≥-70 dB	≥-70 dB	≥-70 dB
Rx Spurious & Image Rejection	≥-75 dB	≥-75 dB	≥-75 dB
Rx Audio Response	+1, -3 dB, 6dB/octave de-emph	Describe	+1, -3 dB, 6dB/octave de-emph
Rx Audio Output	5 or 10 watts, ≤3% distortion @ max. rated output	0.5 watts, ≤5% distortion @ max. rated output	1.5 watts, min ≤3% distortion @ max. rated output

HARRIS | Comply

1.1.7 Offering


Submitters shall complete an information sheet for each of the radio models offered in each category. Submitters shall indicate whether the listed features are included in the price that they will be submitting during the electronic bidding event (auction). Each offering shall have a picture depicting the model of radio being supplied.

HARRIS | Comply


Submitters shall supply a catalog of additional accessories that are available for the radios offered which shows the list price of these accessories. During the electronic bidding event on January 14th, submitters will provide discounts that apply to the additional accessories.

HARRIS | Comply.
 Catalog with list prices is included as Attachment F.

During the electronic bidding event on January 14th, submitters shall also provide discounts that will apply to purchases made within three (3) years of the initial radio purchase.

 Read and Understood

Pricing and discount information should **NOT** be submitted with your sealed specification package.

 Read and Understood. Harris has provided a list price catalog with this proposal as specified.

LFUCG Radio Purchase Information Sheet

Front Mount Mobile Radio

Radio Model: XG-25M



	Included?: Y/N
Vehicle mounted mobile radio operating in the 700/800MHz frequency band.	Y
Control head	Y
Convention Analog Operation	Y
P25 Conventional Operation	Y
APCO P25 Phase I trunked radio	Y
Software Upgradeable to APCO P25 Phase II	Y
Minimum 32 conventional channels	Y
Minimum 256 system/talkgroups	Y
Programmable time-out-timer	Y
Digital and analog talk-around	Y
Individual call	Y
Emergency operation	Y
Group scan	Y
PC programmable	Y
Alphanumeric display	Y
Back lighting of display with dimmer control	Y
Encryption, AES multi-key (min. 15 key capacity)	Y
On/off volume knob	Y
16 position rotary knob with stops	Y
Advanced System Key	Y
Dynamic regrouping capable	Y
Mil Specs 810C, D, E, F, and G	Y

Microphone	Y	
External Speaker	Y	
Power cables and mounting hardware	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y (March 2015	
		One Time Discounts
Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!	
Cost for 50 radios		
Cost for 100 radios		
Cost for 150 radios		
Cost for 200 radios		

Power cables and mounting hardware	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y(March 2015)	
		One Time Discounts
Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!	
Cost for 50 radios		
Cost for 100 radios		
Cost for 150 radios		
Cost for 200 radios		



Public Safety Grade Portable Radio for Field Operations
Radio Model: _____ **XG-100 Unity single band.**
(fireknobs) _____



	Included?: Y/N
Hand-held radio operating in the 700/800MHz frequency band.	Y
Battery - 2400maH Li-Ion minimum (List battery supplied in the 'Included' column to the right)	3600MAh Li-Polymer
Antenna (Indicate which antenna is being offered in the 'Included' column to the right)	6" helical
Convention Analog Operation	Y
P25 Conventional Operation	Y
APCO P25 Phase I trunked radio	Y
Software Upgradeable to APCO P25 Phase II	Y
Minimum 32 conventional channels	Y
Minimum 256 system/talkgroups	Y
Programmable time-out-timer	Y
Digital and analog talk-around	Y
Individual call	Y
Emergency operation	Y
Group scan	Y
PC programmable	Y
Alphanumeric display on the face of the radio	Y
Alphanumeric display on the top of the radio	Y
Back lighting of display with dimmer control	Y
Encryption, AES multi-key (min. 15 key capacity)	Y
On/off volume knob	Y

16 position rotary knob with stops	Y	
Advanced System Key	Y	
Dynamic regrouping capable	Y	
Mil Specs 810C, D, E , F, and G	Y	
Public Safety Grade Ruggedized Speaker/Microphone with Emergency Button	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y	
Spring-loaded Belt Clip	Y	
		One Time Discounts
	Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!
	Cost for 50 radios	
	Cost for 100 radios	
	Cost for 150 radios	
	Cost for 200 radios	
	Cost for 250 radios	
	Cost for 300 radios	



Public Safety Grade Portable Radio for Support Operations

Radio Model: XG-75P (Fire knobs)



	Included?: Y/N
Hand-held radio operating in the 700/800MHz frequency band.	Y
Battery - 2400maH Li-Ion minimum (List battery supplied in the 'Included' column to the right)	2400MAh Li-Ion
Antenna (Indicate which antenna is being offered in the 'Included' column to the right)	½ wave end-fed
Convention Analog Operation	Y
P25 Conventional Operation	Y
APCO P25 Phase I trunked radio	Y
Software Upgradeable to APCO P25 Phase II	Y
Minimum 32 conventional channels	Y
Minimum 256 system/talkgroups	Y
Programmable time-out-timer	Y
Digital and analog talk-around	Y
Individual call	Y
Emergency operation	Y
Group scan	Y
PC programmable	Y
Alphanumeric display on the face of the radio	Y
Back lighting of display with dimmer control	Y
Encryption, AES multi-key (min. 15 key capacity)	Y
On/off volume knob	Y
16 position rotary knob with stops	Y
Advanced System Key	Y

Dynamic regrouping capable	Y	
Mil Specs 810C, D, E , F, and G	Y	
Public Safety Grade Speaker/Microphone with Emergency Button	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y (March2015)	
Spring-loaded Belt Clip	Y	
		One Time Discounts
Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!	
Cost for 50 radios		
Cost for 100 radios		
Cost for 150 radios		
Cost for 200 radios		



Public Safety Grade Portable Radio for Command Level Use

Radio Model: Unity XG-100P (Fire knobs)



	Included?: Y/N
Hand-held radio operating in the VHF frequency band.	Y
Hand-held radio operating in the UHF frequency band.	Y
Hand-held radio operating in the 700/800MHz frequency band.	Y
Battery - 2400maH Li-Ion minimum (List battery supplied in the 'Included' column to the right)	3600MAh Li-Polymer
Antenna (Indicate which antenna is being offered in the 'Included' column to the right)	Flex, Helical, 136-870 MHZ
Convention Analog Operation	Y
P25 Conventional Operation	Y
APCO P25 Phase I trunked radio	Y
Software Upgradeable to APCO P25 Phase II	Y
Minimum 32 conventional channels	Y
Minimum 256 system/talkgroups	Y
Programmable time-out-timer	Y
Digital and analog talk-around	Y
Individual call	Y
Emergency operation	Y
Group scan	Y
PC programmable	Y
Alphanumeric display on the face of the radio	Y

Back lighting of display with dimmer control	Y	
Encryption, AES multi-key (min. 15 key capacity)	Y	
On/off volume knob	Y	
16 position rotary knob with stops	Y	
Advanced System Key	Y	
Dynamic regrouping capable	Y	
Mil Specs 810C, D, E , F, and G	Y	
Public Safety Grade Speaker/Microphone with Emergency Button	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y	
Spring-loaded Belt Clip	Y	
		One Time Discounts
	Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!
	Cost for 50 radios	

Mil Specs 810C, D, E, F, and G	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y(March 2015)	
Spring-loaded Belt Clip	Y	
		One Time Discounts
Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!	
Cost for 50 radios		
Cost for 100 radios		
Cost for 150 radios		



Control Station Radio

Radio Model: _____ CS7000/XG-75 _____



	Included?: Y/N
Control Station radio operating in the 700/800MHz frequency band.	Y
Convention Analog Operation	Y
P25 Conventional Operation	Y
APCO P25 Phase I trunked radio	Y
Software Upgradeable to APCO P25 Phase II	Y
Minimum 32 conventional channels	Y
Minimum 256 system/talkgroups	Y
Programmable time-out-timer	Y
Digital and analog talk-around	Y
Individual call	Y
Emergency operation	Y
Group scan	Y
PC programmable	Y
Alphanumeric display on the face of the radio	Y
Back lighting of display with dimmer control	Y
Encryption, AES multi-key (min. 15 key capacity)	Y
On/off volume knob	Y
16 position rotary knob with stops	Y
Advanced System Key	Y
Dynamic regrouping capable	Y

Mil Specs 810C, D, E, F, and G	Y	
Mixed Mode Operation (Trunked talk groups and Conventional Channels in the same bank of frequencies)	Y(March 2015)	
		One Time Discounts
Cost per Radio	All pricing and discount information to be provided at auction event on January 14th!	
Cost for 50 radios		
Cost for 100 radios		
Cost for 160 radios		



Vehicular Mounted Repeater

Model: VR7000/XG75



	Included?: Y/N	
Vehicular Repeater System operating in the 700/800MHz frequency band.	Y	
		One Time Discounts
Cost for 1 Vehicular Repeater Systems	All pricing and discount information to be provided at auction event	
Cost for 6 Vehicular Repeater Systems		

Portable Radio Chargers

	One Time Discounts
Single Unit Chargers	All pricing and discount information to be provided at auction event on January 14th!
Multi-Unit Chargers	

Mobile Radio Installation Services

Note: Vehicles currently have 700/800 MHz antennas and coax installed. It is not anticipated that these will need to be changed. Coaxial connectors at the radio may need to be changed.

	Estimated Cost Per Vehicle
Ambulance - Radio in the front of the vehicle (Front Mount)	All pricing and discount information to be provided at auction event on January 14th!
Ambulance - Radio in the front of the vehicle (Remote Mount)	
Ambulance - Radio in the rear of the vehicle (Front Mount)	
Ambulance - Radio in the rear of the vehicle (Remote Mount)	
Fire Engine (Front Mount)	
Fire Engine (Remote Mount)	
Fire Ladder Truck (Front Mount)	
Fire Ladder Truck (Remote Mount)	
Rescue/Hazmat Vehicle (Front Mount)	
Rescue/Hazmat Vehicle (Remote Mount)	
Fire SUV (Front Mount)	
Fire SUV (Remote Mount)	
Fire SUV (Remote Mount with Dual Control Head)	



Programming

	Cost
Radio Programming Software (For up to 5 users)	All pricing and discount information to be provided at auction event on January 14th!
Radio Encryption Software (Master/Parent)	
Radio Encryption Software (Slave/Child)	
Advance System Key	

Warranty

	Cost per radio
One (1) year factory warranty	All pricing and discount information to be provided at auction event on January 14th!
Two (2) year factory warranty	
Three (3) year factory warranty	

Product Catalog

Radios	Discount Percentage
Discount off of list price for there (3) years after initial purchase	All pricing and discount information to be provided at auction event on January 14th!

Accessories

Discount off of list price if purchased with initial purchase	All pricing and discount information to be provided at auction event on January 14th!
Discount off of list price for there (3) years after initial purchase	



Attachments

The following attachments are included with this response

- Attachment A – Signed Forms
- Attachment B – Workforce Analysis
- Attachment C – MBE/WBE Response
- Attachment D – Cassidian Letter of Interoperability
- Attachment E – Equipment Specifications
- Attachment F – Harris Catalog
- Attachment G – Contractual Documentation

AFFIDAVIT

Comes the Affiant, Lori Rodriguez, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lori Rodriguez and he/she is the individual submitting the bid or is the authorized representative of Harris Corporation, RF Communications Division,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Lori Rodriguez

STATE OF Virginia
City
COUNTY OF Lynchburg

The foregoing instrument was subscribed, sworn to and acknowledged before me

by D.L. on this the 30th day
of December, 2014, 2015.

My Commission expires: August 30, 2016



Kerri L Sissney
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

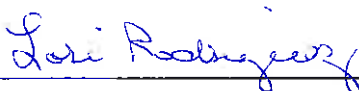
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Harris Corporation, RF Communications Division

Name of Business



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#207-2014**

Date: December 29, 2014

Address inquiries to:
Todd Slatin
(859) 258-3320

Subject: Public Safety Radio System Subscriber Units

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. "Batch cloning of radios" as listed in system compatibility section of 1.1.2 Mobile Radio. Trunked radios require an individual ID so they can't be cloned in batches. Please define further what is desired here.
This is an oversight on our part. It is understood that trunked radios require an individual ID and programming.
2. How will the auction work? Will each vendor be requested to bid only one model of radio per user group as defined in 1.1.1 "Overview"?
It is intended that the vendor will limit the radio offering to the models that were submitted for testing under RFI 6-2014. There should be one radio per vendor per defined radio group which are listed in Section 1.1.7.
3. For "public service" radios, will AES encryption be required like in the other "public safety" user groups?
The option for AES encryption is required. AES encryption may be purchased with some public service radios.
4. Are there any additional costs to participate in the auction other than those bore by the winner of the auction as described in the bid packet?
There is no cost to participate.
5. Will Buy-Rites fee structure also include awards for labor costs associated w/ programming and installation of radios?
Yes, the fee will be based on the total amount of the Purchase Order.

6. Will LFUCG be using credit cards or procurement cards in the payment of invoices received for this project? If so, what are the fees charged by these credit card companies to the vendors?

Purchase Orders will be used.

7. Will there be a specific set of specifications for each of the four user groups described? For example, for commander level radios it states in the bid spec "these radios may have additional features available including multi-band operation". If this is desired it will have to be known prior to the auction.

A list of requirements/features for each level of radio is provided in Section 1.1.7. It is intended that the Command Level Radio will operate in the 700/800MHz frequency band and the VHF frequency band at a minimum.



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Harris Corporation, RF Communications Division

ADDRESS: 221 Jefferson Ridge Parkway, Lynchburg, VA 24501

SIGNATURE OF BIDDER: Lori Rodriguez Contracts Manager

WORKFORCE ANALYSIS FORM

Name of Organization: Harris Corporation, RF Communications Division

Date: 12 / 30 / 14

Categories	Total		White		Latino		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Administrators												
Professionals												
Superintendents												
Supervisors												
Foremen												
Technicians												
Protective Service												
Para-Professionals												
Office/Clerical												
Skilled Craft												
Service/Maintenance												
Total:												

*See attached spreadsheet for Harris, RF Communications Division Workforce Analysis
 Prepared by: Daniel Roberts, Human Resources
 Name & Title

Job Category	Workforce by Race/Ethnic Identification														Total Number of Full Time Employees							
	2 yr Move		Am. Indian		Asian		Black		Hispanic		White		Female	Male	ALL	%						
	Female	Male	%	Female	Male	%	Female	Male	%	Female	Male	%					Female	Male	ALL	%		
Executive/Senior level Officials & Managers & FTS/Mid level officials & Managers	0	4	1%	0	0	0%	3	6	2%	2	5	2%	2	5	2%	63	282	92%	71	302	373	12%
Professionals	0	16	1%	1	6	0%	26	98	7%	10	52	4%	2	14	3%	264	1217	84%	314	1440	1754	55%
Technicians	1	7	2%	0	3	1%	2	26	6%	2	7	3%	2	7	8%	30	353	82%	42	426	468	15%
Sales Workers	0	3	3%	0	0	0%	2	2	4%	2	2	1%	2	7	8%	10	83	85%	14	96	110	3%
Administrative Support Workers	3	0	2%	0	0	0%	2	0	1%	9	0	6%	0	0	0%	107	19	85%	126	20	146	5%
Craft Workers	0	0	0%	0	0	0%	0	0	0%	0	0	12%	0	0	0%	0	22	88%	0	25	25	1%
Operatives, Laborers and Helpers, Service Workers	2	0	1%	0	0	0%	28	14	13%	9	10	6%	9	10	6%	103	94	62%	175	145	320	10%
Grand Total	6	30	1%	1	9	0%	63	146	7%	34	88	4%	577	2070	83%	742	2454	100%	3196	3196	100%	100%

Note: These values include full and part-time employees (there are 5 part-time employees)

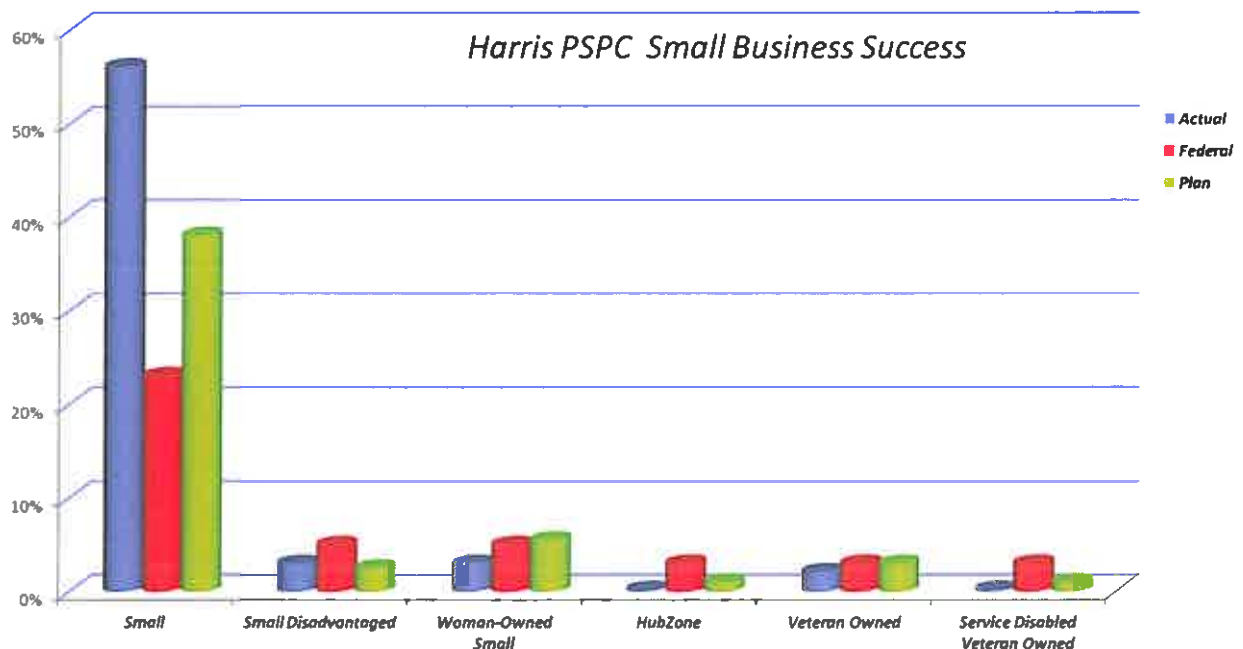
MBE/WBE Response

For this opportunity due to the nature of the offering Harris believes that there is no MBE/WBE potential content. Harris does take supporting small and disadvantaged business very seriously and we were able to utilize a local Small Business, Lexington Call Mobile, to provide install services. Their content will contribute up to 8% of the value of the RFP.

Harris encourages participation of small business concerns in all aspects of our business. In fact, Harris' Global Procurement Policy, which applies to all Harris employees across all divisions and business units, requires that small business concerns be fully supported and utilized.

Harris Corporation, RF Communications actively seeks Small Business Concerns who share our high standards for quality, service and timeliness. Suppliers are awarded subcontracts through the competitive bidding and negotiation process as is our normal practice, facilitating participation by all categories of small business.

Below is a graph of the Public Safety and Professional Communications' (PSPC) SDB participation year to date and a copy of the PSPC Small Business plan.



HARRIS CORPORATION
RF COMMUNICATIONS DIVISION
Public Safety and Professional Communications Business Unit
SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Company Name: Harris Corporation, RF Communications Division, Public Safety and Professional Communications Business Unit

Address: 221 Jefferson Ridge Parkway
Lynchburg, VA 24501

1680 University Ave
Rochester, NY 14610

Date Prepared: 09/30/2014

Description of Supplies/Services: Systems, equipment and services for public safety, federal, utility, commercial and transportation markets, with products ranging from IP voice and data networks to multiband, multimode radios, to broadband video and data solutions.

Business Category

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Tower Construction		X				X	X
Printed Circuit Board Assembly	X	X	X			X	X
Cable Assembly	X	X	X				
Field Service	X	X	X	X	X	X	X
Systems Installation	X	X	X		X	X	X
Maintenance Contracts	X	X	X	X	X	X	X
Waste Management	X	X					
Landscaping		X					
Legal Services	X	X					
Janitorial Services		X				X	X
R&D Spend	X	X					
Sheet Metal	X	X					X
Conferences/Trade Shows		X	X	X	X	X	X
Office Supplies	X	X			X		X
Education/Training	X	X				X	X



Harris encourages participation of small businesses concerns in all aspects of our business. In fact Harris' Global Procurement Policy, which applies to all Harris employees across all divisions and business units, requires that small business concerns be fully supported and utilized. The Program Administrator provides information to Harris' Purchasing, Engineering, Proposal, Commodity Mgmt and Product Mgmt regarding small business concerns that may qualify as viable Suppliers.

Harris investigates the firms' capabilities, financial stability, related project & equipment experience, customer references and considers our own experience to qualify a small business concern to provide the equipment and/or services needed. If there are qualified small business concerns that offer the needed goods or services they are given maximum practicable opportunity to participate in PSPC procurements.

The PSPC business unit has a centralized purchasing department. All spend comes through the Supply Management team including MRO (Indirect), Terminal equipment, Infrastructure equipment, Project Services & Equipment, with the entire team encouraging small business participation. PSPC utilizes contract manufacturers, OEMs, distributors, and COTS equipment to fulfill its equipment needs. PSPC utilizes a variety of specialized / highly technical service providers. PSPC utilizes a dealer network for marketing purposes and encourages small business participation through the dealer network.

The Program Administrator will contact the SBA Commercial Market Representative for assistance in locating resources and resource activities.

D. PSPC identifies potential subcontractors using the following source lists and organizations:

- Existing company source lists
- State sites (New York State Contract System, NYS M/WBE Directory, Monroe County Finger Lakes PTAC, etc)
- Qualified businesses found on Dynamic Business Search
- Trade Shows, Seminars, MatchMaker Events
- The Center For Veterans Enterprise Web Portal (www.vetbiz.gov)
- Dynamic Small Business Search

IV. PROGRAM ADMINISTRATOR

Name: Sondra Pinn

Title/Position: Small Business Liaison Officer

Address: 221 Jefferson Ridge Parkway



*Confidential, Proprietary &
Competition Sensitive*

Attachment C
MBE/WBE Response
Page 3

City/State/Zip Code: Lynchburg, VA 24501
Telephone number: 434-455-9479
Email Address: spinn@harris.com

Alternate POC with contact information: Duane Jeirles, 434-455-9277, djeirles@harris.com, 221 Jefferson Ridge Parkway, Lynchburg, VA 24501.

Duties: The Program Administrator shall have general overall responsibility for the Contractors subcontracting program; i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to this particular plan. Such duties [found in FAR 52.219-9(e)] may include, but are not limited to, the following:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Dynamic Small Business Search database http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm or by contacting SBA.
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBzone small, small disadvantaged, women-owned small, veteran-owned small, or service-disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan. HUBzone small business concerns shall provide a copy of their Small Business Administration (SBA) certification.

Each SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concern on record as a potential subcontractor shall complete a self-certification form stating their business size. A penalties clause for falsifying information will also be on the form according to the legal statute 15 U.S.C. 645(d). Note, the following notice will read near the business owner's signature. "NOTICE: In accordance with

U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punishable by imposition of a fine, imprisonment, or both, (2) be subject to administrative remedies, and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act."

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.

17. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.

18. Prepare and submit timely reports.

19. Coordinate the company's activities during compliance reviews by Federal agencies.

PLEASE CHECK IF YOU AGREE WITH ALL THE ABOVE DUTIES AND IF NOT PLEASE PROVIDE AN EXPLANATION.

YES Agree NO _____

V. EQUITABLE OPPORTUNITY:

PSPC will make every effort to ensure equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

A. Outreach efforts to obtain sources:

1. Contact minority and small business trade associations;
2. Contact business development organizations;
3. Request sources from the System for Award Management (SAM), Dynamic Small Business Search (DSBS) at www.sam.gov; and <http://dsbs.sba.gov>
4. Attend small minority and women-owned procurement conferences and trade shows.

B. Internal efforts to guide and encourage purchasing personnel:

1. Present workshops, seminars and training programs;
2. Establish, maintain and use *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB* source lists, guides, and other data for soliciting subcontracts;
3. Monitor activities to evaluate compliance with the subcontracting plan; and
4. Provide guidance on using System for Award Management (SAM) search to identify *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB* concerns.

PLEASE CHECK IF YOU AGREE WITH ALL THE ABOVE DUTIES AND IF NOT PLEASE PROVIDE AN EXPLANATION.

YES Agree NO _____



VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

PSPC agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at [52.219-9](#), Small Business Subcontracting Plan.

VII. REPORTING AND COOPERATION:

PSPC agrees to:

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	Submit Report To www.esrs.gov with email to:
10/01--09/30	SSR	10/30 Officer	Administrative Contracting

VIII. RECORDKEEPING:

PSPC will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB*

(including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following:

1. Source lists (e.g., DSBS), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

IX. STATUTORY REQUIREMENTS:

FAR 19.702 requires any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

X. DESCRIPTION OF GOOD FAITH EFFORT

As stated in [15 U.S.C. 637\(d\)\(8\)](#), and FAR 19.702(c) any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, [15 U.S.C. 637\(d\)\(4\)\(F\)](#) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages. Liquidated damages shall be paid by the contractor.

PSPC will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

We will provide specifications and SOWs to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB in a timely manner to allow adequate time for quote generation and submission. We will maintain a list of all SB, VOSB, SDVOSB, HUBZone, SDB and WOSB that we do business with and their product/service offering. We will ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB are included on the bidder's list for every subcontract solicitation for supplies and services they are capable of providing. We will attend or arrange for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc. We will, directly or indirectly, counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB on subcontracting opportunities and bid preparation.

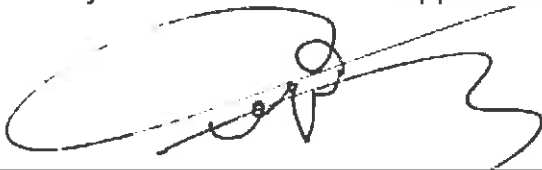
CASSIDIAN COMMUNICATIONS

An Airbus Group, Inc. Company

February 13, 2014

To Whom It May Concern:

Cassidian Communications Inc. and Harris Inc. are currently collaboratively engaged in interoperability testing of Harris subscriber radios (XG-75 and XG-100) and Cassidian Communications COR^{P25} trunking radio system. Both companies are working collaboratively to ensure that the radio system and the subscriber radios interoperate at the highest level possible (as defined by Cassidian Communications Interoperability Test Suite). Each company's responsibility is limited to their own product; with both companies working voluntarily and collaboratively to resolve any interoperability items that may arise from executed applicable test cases to mutual satisfaction.



François Bégaud
Chief Operating Officer
Cassidian Communications, Inc., an Airbus Group, Inc. Company

Harris Management:

Headquarters: 42505 Rio Nedo | PO Box 9007 | Temecula, CA 92590 USA | Phone: 951.719.2100 | Toll Free: 800.491.1734 | Fax: 951.296.2727

Gatineau Office: 200 Blvd. de la Technologie, Suite 300 | Gatineau, QC J8Z 3H6 Canada | Phone: 819.778.2053 | Fax: 819.778.3408

Franklin Office: 117 Seaboard Lane, Suite D-100 | Franklin, TN 37067 USA | Phone: 615.790.2882 | Toll Free: 800.723.3207 | Fax: 615.790.1329

Richardson Office: 1301 W. President George Bush Hwy., Suite 150 | Richardson, TX 75080 USA | Phone: 469.365.4980 | Toll Free: 866.977.3237 |

Fax: 972.398.7844

www.CassidianCommunications.com

**HARRIS CORPORATION
RF COMMUNICATIONS DIVISION
DOMESTIC STANDARD CONDITIONS OF SALE
FOR
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("Buyer")**

Unless otherwise agreed in writing, the following terms and condition of Sale shall apply to the Hardware and Service to be provided by Harris Corporation, through its RF Communications Division (hereinafter "Seller") as set forth in the SOW (defined below). The contract between Buyer and Seller shall be formed when Buyer's Order is accepted by Seller.

1. STATEMENT OF WORK.

Buyer now desires to contract with Seller to provide Buyer with the radio communications system equipment and services set forth in Exhibit A, Proposal and Statement of Work (SOW). The SOW describes the work to be performed by Seller to deliver and install the Hardware and provide the other Services under this agreement. Seller shall furnish, deliver and install the Hardware and Software and provide the Documentation Deliverables and Services in accordance with the terms of the SOW. Buyer and Seller each agree to perform their respective tasks and obligations as set forth in the SOW. Buyer will be responsible for providing all Federal Communications Commission frequency licenses for the Hardware. Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Nevada.

2. WARRANTY.

A. Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Seller warrants the installation services furnished by Seller hereunder shall be free from defects in and workmanship for one (1) year.

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

1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for parts and accessories (except as noted in B.1 and B.5), ninety (90) days.
3. for XG-75, P7300, P7200, P7100^{IP}, P5500, P5400, P5300, P5200, P5100, P3300, M7300, M7200 (including V-TAC), M7100^{IP}, M5300 M3300 and SG5300 radios, two (2) years, effective 10/01/2007.
4. for Unity[®] XG-100P and XG-100M, three (3) years.
5. for Six-Bay battery Chargers (12082-0314-xx and CH-104570-xxx), one (1) year.
6. for all other equipment of Seller's manufacture, one (1) year.

C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by

replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Seller factory (for OpenSky[®] Equipment only), by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.

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

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

3. LIMITATIONS OF LIABILITY.

A. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE

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DOMESTIC STANDARD CONDITIONS OF SALE**

ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

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

4. PATENTS.

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

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

5. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received

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

6. DELAYS.

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

7. DELIVERY AND RISK OF LOSS.

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. destination to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to Buyer.

8. TERMS OF PAYMENT, LATE CHARGES.

Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted order. Installation, if any, will be billed upon completion and is due 30 days from the date of invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). If after default, this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees

9. SECURITY TITLE.

Security title and right of possession without legal process of the Equipment sold hereunder shall remain

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with the Seller until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in cash, and the Buyer agrees to do all acts necessary to perfect and maintain such right and security title in the Seller. It is the intention of the parties that the Equipment delivered hereunder shall remain personal property until all payments have been made in full.

10. TAXES.

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax-exemption certificate acceptable to the taxing authorities.

11. CANCELLATION CHARGES.

Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service via (a) PSPC_CustomerFocus@harris.com; b) Fax 1-800-833-7592; or (c) Harris Corporation, RF Communications Division, P.O. Box 2000, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

12. GENERAL.

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller's acceptance of Buyer's Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost

of compliance with laws or regulations except as specified above.

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

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the State of Nevada. Venue for any legal proceedings shall be in any state or federal court located in the State of Nevada.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change of these terms and conditions shall be binding on Seller unless specifically agreed upon in writing by Seller. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER MUST BE SPECIFICALLY AGREED UPON BY SELLER IN WRITING OTHERWISE THE ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER ARE DEEMED REJECTED BY SELLER. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

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