

Request for Quote

Issued by:

The Ohio Department of Commerce
Division of State Fire Marshal

Issue Date: 2/14/2014

Closed Date: 2/25/2014

**Replacement of Motorola (MARCS) Radio Equipment
RFQ Number: COM2014-SFM004**

The Ohio Department of Commerce (DOC), Division of State Fire Marshal (SFM) is requesting quotes (RFQ) on behalf of the Fire Explosion and Investigative Bureau (FEIB) for an replacement and upgrade of Motorola APX6000 Portable and APX6500 Mobile (MARCS) radio equipment.

Background

The Fire and Explosion Investigation Bureau is a law enforcement agency tasked with investigating the origin and cause of fire, explosions, and fireworks incidents in Ohio. The FEIB staff is located around the state of Ohio; responds to emergencies 24 hours a day, and assist local fire and police departments in combating the crime of arson and bringing perpetrators to justice. The FEIB staff must communicate with each other and the Ohio State Highway Patrol dispatch center in Columbus using multi-agency radio communications system (MARCS) radio system that allows the secure law enforcement communications.

Purpose

SFM has an interest in the replacement and upgrade of their first generation MARCS radio equipment which are several years old. The use of the new radio equipment will give the SFM the ability to interface with federal agencies such as the Bureau of Alcohol, Tobacco, and Firearms (ATF) using the new additional talk group capability. Each FEIB officer must have a mobile radio mounted in his vehicle, and a portable handheld radio to carry with him when out of the car during investigations, interviews, follow up, warrants and arrests. This equipment will be critical to the officer safety when communicating hazardous law enforcement operations.

Specifications/Quote

The Department is requesting cost for portable and mobile equipment; please provide the cost per unit for each item and total cost for purchasing. Should there be any maintenance, support, and additional accessories involved in purchasing the equipment please specify within the cost summary/quote. Below are the specifications for the equipment review.

Please Note - The quote should be itemized, include estimated shipping, your company name, contact information (i.e. name, phone/fax number, e-mail address), purchase order and remit to addresses.

MOTOROLA APX6000 PORTABLE & APX6500 MOBILE RADIO SPECIFICATIONS

PORTABLES

ITEM #	QTY	PRODUCT #	DESCRIPTION	PRICE PER UNIT	QTY	TOTAL COST
1	5	H98UCF9PW6A N	APX6000 700/800 MODEL 2.5 PORTABLE		5	
2	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		5	
3	5	QA01749AB	SW KEY SUPPLEMENTAL DATA		5	
4	5	H869BZ	ENH: MULTIKEY		5	

5	5	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION		5	
6	5	H38BT	ADD: SMARTZONE OPERATION		5	
7	5	Q361AR	ADD: P25 9600 BAUD TRUNKING		5	
8	10	PMNN4403A	LIION IMPRES 2150MAH IP67 BATT	Only one quoted needed:	10	
		PMNN4403B	BATT STD IP67 LIION2050M 2150T	Only quote what is available of the two options		
9	5	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM * (REMOTE SPEAKER MICS)		5	
10	5	RLN4941A	REC ONLY EARPIECE W/TRANSLUCET TUBE (RECEIVE EARPIECES THAT GO FROM SPEAKER MIC TO EAR)		5	
11	7	NNTN7687A	IMPRES SUC ADAPTER (SINGLE UNIT XTS TO APX CHARGER INSERTS FOR XTS SINGLE UNIT IMPRES CHARGERS)		7	

MOBILE

ITEM #	QTY	PRODUCT #	DESCRIPTION	PRICE PER UNIT	QTY	TOTAL COST
12	5	M25URS9PW1A N	APX6500 7/800 MHZ MID POWER MOBILE (APX 6500 MOBILES. 05 HEAD, REMOTE MOUNT)		5	
13	5	G806BE	ENH: ASTRO DIGITAL CAI OP APX		5	
14	5	W22BA	ADD: PALM MICROPHONE		5	
16	5	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION		5	
17	5	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION		5	
18	5	G442AJ	ADD: APX O5 CONTROL HEAD		5	
19	5	G67BC	ADD: REMOTE MOUNT O5 MID POWER		5	
20	5	G444AE	ADD: APX CONTROL HEAD SOFTWARE		5	
21	5	G361AH	ADD: P25 TRUNKING SOFTWARE		5	
22	5	G51AU	ENH: SMARTZONE OPERATION APX6500		5	
23	5	QA01749AB	SW KEY SUPPLEMENTAL DATA		5	
24	5	G89AC	ADD: NO RF ANTENNA NEEDED		5	
25	5	B18CR	ADD: AUXILARY SPKR 7.5 WATT		5	
26	5	NNTN7624B	CHR IMP VEH EXT NA/EU KIT (VEHICULAR CHARGERS)		5	

***All equipment, software, and networking solutions must meet Department and State standards for compatibility and security as evaluated by the Department's Information Technology Group.**

General Instructions

A properly formatted quote should include the following components:

1. **Quote Contents** – This should include company letterhead, designated point of contact, contact information. This is a MBE set-aside opportunity so the vendor must be a certified MBE vendor with the Ohio Department of Administrative Service, Equal Opportunity Division, and have a current certification on file.
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>
2. **Cost Summary/Quote** –The Department is requesting cost for portable and mobile equipment; please provide the cost per unit for each item and total cost for purchasing. Should there be any maintenance, support, and additional accessories involved in purchasing the equipment please specify within the cost summary/quote. The quote should be itemized, include estimated shipping, your company name, contact information (i.e. name, phone/fax number, e-mail address), purchase order and remit to addresses.
3. **Brief Description of Equipment/Services** –Brief description should describe the equipment and services proposed it should include manufacturer / model numbers and all networking and compatibility requirements. It should also include any additional benefits beyond the requirements. Should there be any maintenance, support, and additional accessories involved in purchasing the equipment please specify within the cost summary/quote. This can be included within your quote.
4. **Proposal Submission Deadlines and Restrictions** – All proposals should be submitted by **5:00 pm on February 25, 2014**. The Department of Commerce will not respond to any inquiries made after this time.

The selection will be based upon the lowest, most responsive and responsible quote. The Department reserves the right to consider individual components of submitted quotes, negotiate quote components or scope, and/or reject any or all quotes. This request does not commit the Ohio Department of Commerce to pay any costs incurred in the preparation or submission of this quotation(s) or to contract for the commodity for which a quote is being requested. If you should have any questions or concerns, please feel free to contact Joy McKee at (614) 644-2005.

Completed quotes should be submitted to:

<u>Contract Administrator:</u>	Joy McKee
<u>Phone Number:</u>	(614) 644-2005
<u>Email Address:</u>	Joy.McKee@com.ohio.gov

Please note – Late quote submissions will not be considered. Questions should be posted on the State Procurement Opportunities Portal associated with this RFQ or directed to Joy McKee, MBE/EDGE, and Contracts Program Administrator, at the contact information above.

Standard Terms and Conditions

By submitting a bid to the Ohio Department of Commerce (“Commerce”), each Contractor agreeing to the following terms and conditions. Nothing herein guarantees that the Vendor’s bid or proposal will be accepted by Commerce. Nothing provided by Contractor and/or Commerce shall amend, modify, or rescind the following terms and conditions.

Bids and Proposals are Firm for 90 days. Unless stated otherwise, once opened all bids or proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, Contractor will have the option to honor its bid or proposal or make a written request to withdraw its bid or proposal from consideration.

Secretary of State. The contractor is properly registered with the Ohio Secretary of State pursuant to Ohio Revised Code §§ 1703.01 to 1703.31 as applicable.

Bids and Proposals are Public Record. After a bids or proposal is opened, it is a public record as defined in Ohio Revised Code §149.43 and therefore, a Contractor should not include trade secret or proprietary information in its bid or proposal.

OBM Certification of Funds. All purchases for goods or services by Commerce are contingent upon approval by OBM that all statutory provisions under Ohio Revised Code §126.07 have been met and that the Controlling Board has approved the purchase or service when applicable.

Non-appropriation. Commerce's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligation due by Commerce, then Commerce will be released from its obligations on the date the funding expires.

The current General Assembly cannot commit a future General Assembly to expenditure. Any agreement between the Contractor and Commerce will expire at the end of the next biennium if not sooner by agreement of the parties.

Taxes. Commerce is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. Commerce does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

Payments, Invoices and Interest. Any payments will be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice by Commerce's Fiscal Office, or (2) the date the Deliverable(s) is/are accepted in accordance with the terms of the purchase. The date of the warrant issued in payment will be considered the date payment is made. Section 126.30 of the Ohio Revised Code may be applicable and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

Insurance. The State of Ohio is self-insured.

Ohio Election Law. Contractor affirms that it is compliant with Section 3517.13 of the Ohio Revised Code.

Ohio Ethics Law. Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Drug-Free Workplace. Contractor agrees to comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Contractor will make a good faith effort to ensure that all Vendor's employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. Contractor agrees that it complies with the requirements of Section 125.111 of the Ohio Revised Code and that it will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices.

Workers' Compensation. Contractor shall provide its own workers' compensation coverage for the entire duration of all work performed. Commerce is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities for Commerce.

Prohibiting the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read, understands Executive Order-12 K, and shall abide by those requirements in the performance of any work for Commerce. Commerce reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided herein.

State Audit Findings. Contractor affirmatively represents to Commerce that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, any Agreement between Contractor and Commerce shall be void *ab initio* and any funds paid by Commerce hereunder shall be immediately repaid to Commerce, or an action for recovery may be immediately commenced by Commerce for recovery of said funds.

Indemnification, Hold Harmless, Attorney's Fees and Representation. Any provisions requiring Commerce to indemnify, hold harmless or pay attorney's fees to Vendor, do not meet the requirements of state law and shall be considered stricken from any agreement made between the parties.. Any requirement that Contractor defend a lawsuit where Commerce has been named as a party is subject to Section 109.02 of the Ohio Revised Code.

Termination. Any agreement may be terminated by the unilateral action of the State by giving 30 days written notice to the Contractor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated.

Governing Law. This purchase shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that Commerce is a party to any litigation arising out of, or relating in any way to, this purchase or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

Warranties. Any provision disclaiming all express and implied warranties has no effect on the Vendor's duty to perform work in a workmanlike manner and does not disclaim the warranties provide in any maintenance agreements.

Assignment/Delegation. Contractor will not assign any of its rights nor delegate any of its duties without the written consent of Commerce.

Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential or contains confidential information during its performance of work for Commerce. The Contractor may not disclose any information obtained as a result of its work for Commerce without Commerce's written permission. The Contractor must assume that that all state information, documents, data, records or other material is confidential unless the information is considered a public record under Ohio Revised Code § 149.43. Contractor is advised to check with Commerce before disclosing any

information. The Contractor also agrees to abide by the provisions in Ohio Revised Code § 1347.15 and Ohio Administrative Code §1301-1-03.

Product Recall. Contractor agrees to notify Commerce if a product purchased by Commerce has been recalled.

Publicity. Contractor will not advertise that it is doing business with Commerce as a marketing or sales tool without the prior written consent of Commerce.