

Cover Letter



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



L3HARRIS™
FAST. FORWARD.

10-02-2020

Metropolitan Washington Council of Governments
777 N Capitol Street, NE
Suite 300
Washington, DC 20002-4290
Attn: Christopher Pipinou
RE: RFP 21-001 Subscriber Radios

Dear Mr. Pipinou,

Tactical Public Safety is pleased to submit the attached proposal in accordance with your RFP 21-001.

L3Harris Corporation is the world's leading supplier of Tactical and Mission Critical Radio Communications equipment. All of the proposed equipment is APCO P25 compliant and has passed SAFECOM CAP testing procedures.

We stand ready to assist in any way possible and answer any questions or concerns that you may have regarding the attached offering.

Please feel free to contact me directly should you have any questions.

Sincerely,

James Foley
CEO-Managing Member
Tactical Public Safety LLC

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L3Harris Products and Services Pricing Catalog provided with proposal

L3Harris - Tait Products and Services Pricing Catalog provided with proposal

Subscriber Radio Pricing

XV. PROPOSAL FORM

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

Date 10/02/2020

PROPOSAL – SUBSCRIBER RADIOS

Item		Description	COST (Per Unit)
1	MAIN	A. STANDARD FEATURE SET-DUAL BAND PORTABLE	\$5,258.33
		OPTIONS -	
1	A	OVER THE AIR PROGRAMMING (OTAP)	\$185.50
1	B	MULTICAST VOTING SCAN	Included
1	C	MANDOWN OPERATION	Included
1	D	DVRS ACTIVATION - For APCO P25 Standard Compliant Repeaters	Included*
1	E	ENHANCED DATA - Proprietary to Motorola	N/A
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING - Prop. Motorola	N/A
1	G	TACTICAL RADIO STUN/KILL - Proprietary to Motorola	N/A
1	H	DIGITAL TONE SIGNALING	Included
2	MAIN	B. STANDARD FEATURE SET-SINGLE BAND PORTABLE	\$4,573.03
		OPTIONS -	
2	A	OVER THE AIR PROGRAMMING (OTAP)	\$185.50
2	B	MULTICAST VOTING SCAN	Included
2	C	MANDOWN OPERATION	Included
2	D	DVRS ACTIVATION - For APCO P25 Standard Compliant Repeaters	Included*
2	E	ENHANCED DATA - Proprietary to Motorola	N/A
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING - Prop. Motorola	N/A
2	G	TACTICAL RADIO STUN/KILL - Proprietary to Motorola	N/A
2	H	DIGITAL TONE SIGNALING	Included
3	MAIN	C. STANDARD FEATURESET FOR DUAL BAND MOBILE	\$5,406.01
		OPTIONS -	
3	A	OVER THE AIR PROGRAMMING (OTAP)	\$185.50
3	B	MULTICAST VOTING SCAN	Included
3	C	DVRS ACTIVATION - For APCO P25 Standard Compliant Repeaters	Included*
3	D	ENHANCED DATA - Proprietary to Motorola	N/A
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING - Prop Motorola	N/A
3	F	TACTICAL RADIO STUN/KILL - Proprietary to Motorola	N/A
3	G	DIGITAL TONE SIGNALING	Included

Proposal Form (Page 2 of 3)

Item		Description	COST (Per Unit)
4	MAIN	D. STANDARD FEATURESET FOR SINGLE BAND MOBILE	\$4,117.68
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	\$185.50
4	B	MULTICAST VOTING SCAN	Included
4	C	DVRS ACTIVATION- For APCO P25 Standard Compliant Repeaters	Included*
4	D	ENHANCED DATA - Proprietary to Motorola	N/A
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING - Prop. Motorola	N/A
4	F	TACTICAL RADIO STUN/KILL - Proprietary to Motorola	N/A
4	G	DIGITAL TONE SINGNALING	Included

Catalogue Discount Pricing

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

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES <u> X </u>	NO _____
Attachment B: Proposer's Qualifications	YES <u> X </u>	NO _____
Attachment C: Contact Information Form	YES <u> X </u>	NO _____
Attachment D: Non-Collusion Affidavit	YES <u> X </u>	NO _____
Attachment E: References	YES <u> X </u>	NO _____
Proof of Insurance (ACORD Form 25)	YES <u> X </u>	NO _____
Sample Invoice	YES <u> X </u>	NO _____
Licensed Distributor Documentation	YES <u> X </u>	NO _____
*Exceptions Taken	YES <u> X </u>	NO _____

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

Addendums (if applicable)

Acknowledgement

Addendum #1

YES X NO _____

Addendum #2

YES _____ NO _____

Addendum #3

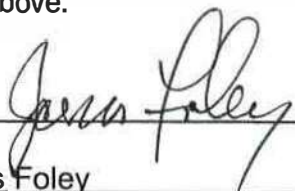
YES _____ NO _____

Others _____

YES _____ NO _____

Signature Section

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

SIGNATURE: 

NAME: James Foley

COMPANY: Tactical Public Safety LLC

ADDRESS: 1036 Industrial Drive, West Berlin, NJ 08091

TELEPHONE: 856-768-3336

EMAIL: Sales@TacticalPublicSafety.com

REQUEST FOR PROPOSAL (RFP) NO. 21-001

SUBSCRIBER RADIOS

Addendum #1

September 25, 2020

This addendum addresses questions submitted by prospective proposers.

Question List / **Answers in Bold**

1. What is the trunking system that these radios will be using? Can you provide the System ID / Wide Area Communications Network (WACN)?

Due to security concerns, the NCR will not provide system keys or WACN ids to prospective proposers.

2. The RFP mentions compatibility with David Clark / Firecom headset systems – are these accessories already owned or are they being procured as well?

These devices are already procured by specific agencies and are not being procured as part of this solicitation.

3. The RFP at several points mentions vehicle adapters – if an Offeror is unable to provide vehicle adapters, but can provide mobile and portable radios that meet the requirement, would that constitute an acceptable Proposal submission?

Yes, this meets the intent of the solicitation.

4. Under Section XII. Additional Specifications, request clarification on the table “Additional Options That Can Be Added” – are the capability for these options hard requirements or desired only as potential priced options? Would the lack of an additional option (for example DVRS activation) disqualify an Offeror as not meeting the requirement?

Proposers are welcome to provide additional options as part of the overall Proposal submission. The lack of submission or the lack of an option will NOT disqualify the offeror as part of the overall proposal.

5. Please confirm based on previous conversations that it is the intent of MWCOCG for this to be a multi-vendor award?

The intent is to allow for multiple awards.

6. There appear to be several specifications within this document that are proprietary to a single manufacturer and are contrary to the P25 Public Safety Radio Standard. They are as follows:

- Subscriber-Generated Evacuation Tone

- The requirement for a Rotary Channel Selector is specific to a single manufacturer, is against NFPA best practices for fireground operations and is not part of the P25 Standard. In addition, this provides a safety issue to the end user as the potential exists for contention when knob settings on the radio are different than the knob settings on remote speaker microphone. This lends itself to confusion in an emergency situation and can definitely be categorized as an officer safety issue.

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

7. The following features from the prior specification have not been spelled out in this current specification document. They are as follows:
 - 250 Zone Operation
 - 3000 ID's/Alias'
 - Proprietary Motorola Conventional Failsoft OperationIf these are no longer requirements, please clarify.

The requirements remain as listed. If a specific requirement is not listed it can be considered no longer a requirement, however all available features will be considered by all offers'

8. Enhanced Data is a Motorola Proprietary feature and not part of the APCO P25 Standard. Will this requirement be waived?

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

9. SmartZone Operations is a Motorola Proprietary protocol and not in accordance with the APCO P25 standard. Will this requirement be waived?

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

10. Please define the requirement "site selectable alert for P25 trunking."

Site selectable alert is a functionality that provides the ability for a system operator to send critical notifications to users in the selected coverage zone or cell. The ability to target users in a coverage zone or cell can be useful for notifying users quickly and simultaneously of hazards that may be in proximity to them.

Attachment A: Terms and Conditions

Attachment A: Terms and Conditions

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

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

I. Amendment

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

II. Bankruptcy

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

III. Compliance with Law

The Contractor hereby represents and warrants that:

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

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

IV. Contingent Fee Prohibition

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

V. Counterparts

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

VI. Force Majeure

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

VII. Governing Law

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

VIII. Indemnification

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

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

IX. Independent Contractor

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

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

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

X. Insurance Requirements

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

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

A. Nondiscrimination

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

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

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

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

2. Age

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

3. Disabilities

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

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

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

XII. Ownership of Documents and Materials

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

XIII. Payments

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

XVI. Records

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

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

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

XV. Remedies

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

XVI. Responsibility of Contractor

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

XVII. Severability/Waiver

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

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

XVIII. Subcontracting or Assignment

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

XIX. Survival

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

XX. Termination

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

XXI. Termination of Contract for Convenience

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

XXII. Termination of Multi-Year Contract

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

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

XXIII. Time is of the essence

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

XXIV. Whole Contract

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

(Revised 8/2/2020)

Tactical Public Safety Agrees to these Terms and Conditions

Timothy Boukouris
Timothy Boukouris
9/30/2020

Attachment B: Proposer's Qualifications

Attachment B: Proposer's Qualifications

1. NAME OF PROPOSER: Tactical Public Safety LLC
2. PERMANENT MAILING ADDRESS: 1036 Industrial Drive, West Berlin, NJ 08091
3. YEAR & STATE INCORPORATED: 2006 Nevada
4. DUN AND BRADSTREET D-U-N-S # 82-997-0495
5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM?

NAME: Tactical Public Safety LLC YEARS 14

6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:
Radio Communications Equipment for Public Safety,
L3Harris Corporation

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

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER. L3Harris/Tait

9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

Fulton Bank of NJ

Republic Bank

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

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

Signature: 

Name: James Foley

Date: October 1, 2020

Title: CEO-Managing Member

Attachment C: Contact Information Form

Attachment C: Contact Information Form

Proposer Company Name Tactical Public Safety LLC

Contact for Proposal

Name James Foley
Title CEO-Managing Member
Phone number 856-857-8130
Email address jim.foley@tacticalpublicsafety.com

Sales Representative Contact

Name Timothy Boukouris
Title Director of Sales Operations
Phone number 610-220-0665
Email address Tim.Boukouris@tacticalpublicsafety.com
Area covered: Virginia, Maryland, DC, Delaware, NJ, PA ("all", or list)

Service/Support Representative Contact

Name Timothy J. Sage
Title CEO-Technology, Manging Mamber
Phone number 609-685-7014
Email address tim.sage@tacticalpublicsafety.com
Area covered: All ("all", or list)

Use additional sheet for more sales/support representatives

Attachment D: Non-Collusion Affidavit

Attachment D: Non-Collusion Affidavit

DATE October 1, 2020

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

To Whom It May Concern:

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

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

RFP - 21-001 Subscriber Radios

Name of Proposer Tactical Public Safety LLC

[Handwritten Signature]
Signature

CEO-Managing Member
Title of Authorized Representative

(Notary Seal)

Colleen J. O'Leary
Subscribed and Sworn before me 9/29/2020



Attachment E: Proposer's Experience/References

Attachment E: Proposer's Experience/References

Name of Proposer Tactical Public Safety LLC

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

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

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

1) Company Name Washington County MD

Contact Name Mark Mades

Mail Address 35 West Washington Street, Suite 104, Hagerstown Maryland 21740

Telephone Number 240-313-2070 Email Address mmades@wasco-md.net

2) Company Name Atlantic County New Jersey, Department of Public Safety

Contact Name John Garry

Mail Address 5033 English Creek Ave, Egg harbor Twp, NJ 08232

Telephone Number 609-407-6742 Email Address Garry_John@aclink.org

3) Company Name City of Chesapeake Virginia

Contact Name Frank Allgood

Mail Address 300 Shea Drive, Information Technology, Chesapeake VA,23322

Telephone Number 757-390-6492 Email Address fallgood@cityofchesapeake.net

Attachment G: Certificate of Insurance

Sample Invoice

Tactical Public Safety, LLC

Phone: 856-768-3336

Fax: 856-768-3666

1036 Industrial Dr.

West Berlin, NJ 08091



Invoice

Number: **29932**

Date: **6/7/2017**

Source: **SO No. 11609**

Bill-To



Ship-To



Acct. No.	A/R Cust. No.	Customer PO	Reference	Sales Rep	Ship Via	Terms
410				Andrew Fowler		Net 30

Qty.	Item ID/Description	UOM	Ea. Price	Total
20	Battery	EA		

Item Total:

Total Amount Due:

Licensed Distributor Documentation

September 28th, 2020

Christopher Pipinou
Metropolitan Washington Council of Governments
MWCOG

RE: Radio Subscriber RFP

Dear Mr. Pipinou,

Please be advised, Tactical Public Safety LLC is the L3Harris Gold Elite Channel partner that has been authorized to bid on the Current MWCOG solicitation. They are authorized to sell L3Harris' Public Safety and Professional Communications (PSPC) products in:

- New Jersey
- Pennsylvania
- Delaware
- Washington DC
- Maryland
- Virginia

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Steven Murphy
Regional Channel Manager
steven.murphy@L3Harris.com
(434) 455-9315
221 Jefferson Ridge Parkway
Lynchburg, VA 24501

IRS Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Tactical Public Safety LLC</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>
<input type="checkbox"/> Other (see instructions) ▶	
5 Address (number, street, and apt. or suite no.) See instructions. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">1036 Industrial Drive</div>	Requester's name and address (optional)
6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">West Berlin, NJ 08091</div>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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2	0	-	4	2	0	6	8	8	7				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Timothy Boukouris</i>	Date ▶	10/02/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exceptions Taken



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



L3HARRIS™
FAST. FORWARD.

MWCOG “Exceptions”

Tactical Public Safety takes no exceptions to any of the requirements of this procurement that fall within the APCO P25/Safecom Standards for Public Safety LMR Radio Communications.

There are components within this specification that are proprietary to a single manufacturer and are NOT part of the P25 standard and are contrary to promoting the premise of the P25 Standard for Interoperability. We do take exception to these proprietary features and these are spelled out in our pricing pages as supplied by MWCOG.