

# COMMAND COMMUNICATIONS

THE WORLD'S LARGEST NEW & USED COMMUNICATIONS & PUBLIC SAFETY EQUIPMENT SUPPLIER  
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WWW.COMDCOMM.COM

To: Lake County, CA

From: Kevin Brost

Re: Law Enforcement Radio Bid w/ Encryption

Our company offers high-end New and Refurbished communications equipment to the public safety industry. We are the only company to offer 1-5 year warranties with our products, which meets or exceeds the offerings from Motorola. Furthermore, Motorola no longer offers the XTL series of radios, we are the only company that provides the XTL series that are tested, tuned and aligned to factory specifications with upgraded firmware to version 20.50.10, making us the sole source vendor for this product. We understand this equipment is to be used with your existing Motorola radios, which will keep your communications fleet standardized for the safety of your officers, and the ease of your programming and technical knowledge.

We have been in the public safety communications business for 32 years. We have several FCC certified technicians, and 50,000sq/ft facility, and about 100,000 radios in stock at any given time.

We are offering our goods and services in the highest professional level of the industry to you under this bid, and look forward to doing more business with your county.

Sincerely,



Kevin Brost  
President / CEO

LAKE COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR SEALED BID

# **LAW ENFORCEMENT RADIO'S with ENCRYPTION**



**COUNTY OF LAKE**

**Sealed bid #21-01**

**Issued: January 13, 2021.**

**Sealed bid submission deadline:**

**February 17, 2021 at 3pm**

**By:**

# LAW ENFORCEMENT RADIO BID

Brian L. Martin  
Sheriff/Coroner/OES Director

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## LAW ENFORCEMENT RADIO BID

**1. INTRODUCTION.** The Lake County Sheriff's Department is inviting written bids from authorized communications distributors, in good standing with the State of California to sell law enforcement MOBILE radios. Bids should be submitted in accordance with the requirements of this solicitation, which are contained herein.

### 2. SCOPE OF WORK.

- 2.1 The selected vendor will provide a bid(s) to the County for the purchase of mobile radios. The successful bidder shall agree to contract with the County for the following items:
  - 2.1.1 Qty. 13 Motorola XLT5000 VHF 50w P25 O3 Handheld Head Mobile Radio w/ Multi-Key AES-256 & ADP Flashcode: 58D2A8-B01EC-4
  - 2.1.2 Qty. 17 Motorola XTL5000 VHF 50w P25 Dash Mount O5 Head Mobile Radio w/ Multi-Key AES-256 & ADP Flashcode: 58D2A8-B01EC-4
  - 2.1.3 Qty. 60 Motorola XTL5000 VHF 110w P25 Remote Mount O5 Head Mobile Radio w/ Multi-Key AES-256 & ADP Flashcode: 58D2A8-B01EC-4
  - 2.1.4 Analog Conventional
  - 2.1.5 Embedded Digital Signature (ASTRO & ASTRO 25)
  - 2.1.6 APCO P25 Enabled
  - 2.1.7 AES-256 & ADP Encryption
  - 2.1.8 Palm microphone
  - 2.1.9 External speaker
  - 2.1.10 Product(s) to be Tested, Tuned, and Aligned to factory specification(s)
  - 2.1.11 Two year warranty on product(s)
  - 2.1.12 Delivery due Forty-five (45) days from the date of awarded bid.
- 2.2 The selected vendor will provide a bid(s) to the County for the upgrade of existing Motorola APX4000 VHF portable radios model number H51KDF9PW6AN. The successful bidder shall agree to contract with the County for the following items:
  - 2.2.1 Qty. 75 Upgrade and add AES-256 Encryption
  - 2.2.2 Qty. 75 Add H869 Multi-Key Option
  - 2.2.3 Qty. 75 Test, Tune, Align, and Firmware Upgrade
  - 2.2.4 Vendor to conduct upgrade on site
  - 2.2.5 Delivery due Forty-five (45) days from the date of awarded bid.
- 2.3 The selected vendor will provide a bid(s) to the County for the purchase of Key Variable Loader. The successful bidder shall agree to contract with the County for the following items:
  - 2.3.1 Motorola Key Variable Loader (KVL) 3000 Plus
  - 2.3.2 KVL3000 Plus cables for Motorola XTL and XTS series radios
  - 2.3.3 KVL3000 Plus cables for Motorola APX mobile and portable series radios
  - 2.3.4 Delivery due Forty-five (45) days from the date of awarded bid.

## LAW ENFORCEMENT RADIO BID

### 3. BID CONTENT.

3.1 Bid Compliance: In order to enable direct comparison of competing responses, you must submit your bid in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your bid being disqualified as non-responsive.

3.2 Proposal. Please assemble your bid in the following order.

A. Cover Letter. A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the SEALED BID.

B. Company Profile. Provide a brief history of your company, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than one page.

C. Cost. All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

4. **BID SUBMITTAL.** Bids submitted must meet the following criteria to be acceptable for consideration regarding this project:

4.1 In order to be considered, bids must be submitted no later than Wednesday, February 17, 2021, by 3pm, and addressed to:

SEALED BID #21-01 Request for Bid for Law Enforcement Radio's  
CONFIDENTIAL

County of Lake  
Lake County Sheriff's Department  
Attn: Stephen Carter  
255 N. Forbes Street  
Lakeport, CA 95453

Questions: Contact Mary Beth Strong at [mbs@co.lake.ca.us](mailto:mbs@co.lake.ca.us)

Questions must be in writing

Electronic and/or Faxed submissions will NOT be accepted.

Normal business hours are Monday through Friday 8:00 am to 5:00 pm. Staff can be reached at (707) 262-4218.

Proposals must be mailed through the United States Postal Service or any other courier service and they may be delivered in person to the above office. Electronic and/or Faxed proposals will NOT be accepted.

## LAW ENFORCEMENT RADIO BID

4.2 Proposals received incomplete or late, for any reason, shall not be accepted.

4.3 All Questions regarding this SEALED BID may be submitted in writing at any time prior to Monday, January 25, 2021, at 5:00 p.m. to the email listed above. Questions will be answered by Thursday, January 28, 2021, 5:00 p.m.

Bidder's may contact only the individual identified above and are specifically directed not to contact other County personnel for meetings, conferences, or other technical discussions related to this SEALED BID. No questions will be answered by other County staff.

4.4 All bids submitted in response to this SEALED BID will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the bids. The bid itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected bidder.

**Please note:** The successful bidder shall be expected to fully meet all representations made in its bids.

**5. BID EVALUATION AND AWARD.** The County is using the competitive proposal process, wherein the experience and responsiveness of each submitted bid is evaluated as it relates to the Scope of Work. Administrative staff will evaluate the proposals as described below.

5.1 Bids shall be opened and checked to ensure that each complies with the requirements of the SEALED BID. The absence of required information may render the bidder non-responsive and may be cause for rejection.

5.2 All bids will be evaluated to determine whether they meet all the requirements of the SEALED BID.

5.3 The County of Lake local vendor preference is not applicable for this SEALED BID per CFR 66.36(12)(vi)(2) if Homeland Security funding is used.

5.4 The County of Lake urges small and minority firms, women's business enterprises and labor surplus area firms to submit bids.

5.5 Prior to final selection, a short list of qualified and responsive bidders may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each bidder to present their qualifications and bids in person and/or to answer any questions that County staff may have regarding the bidder's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) bids will be selected for the Short List; however, the County may, at its option, choose to interview more or less than three (3) qualified bidders or select the bidder based solely on evaluating written bid.

5.6 The County of Lake is an Equal Opportunity/Affirmative Action Employer and the successful bidder(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Consultants should be familiar with the Employers' Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by

## LAW ENFORCEMENT RADIO BID

the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

**6. PROTEST PROCEDURE.** The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:

### **6.1 Appeal Procedure:**

Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.

6.2 Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended bidder.

**7. GENERAL TERMS AND CONDITIONS.** By your submission of a proposal, you agree to be bound by the following conditions:

7.1 To the fullest extent allowed by law, SEALED BID's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County's and the Respondents negotiating interests. If any bid contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

7.2 The County reserves the right to cancel this SEALED BID at any time, even after opening of bids.

7.3 County is not liable for any costs incurred by bidder in the preparation, presentation or in any other aspect of the bid.

### **7.4 Disposition of bid(s) and Contract Award:**

A. All bids shall become the property of Lake County.

B. Failure to furnish all information requested in this SEALED BID or to follow the bid format may disqualify a bid.

C. County reserves the right to accept or reject all or any part of any bid, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.

## LAW ENFORCEMENT RADIO BID

D. A response to this SEALED BID is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this SEALED BID will become part of any contract awarded.

E. Issuance of this SEALED BID in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.

F. Bidders may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

7.5 Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

7.6 Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

7.7 Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this SEALED BID prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the SEALED BID will be issued and shall become a part of the SEALED BID. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a bid.

7.8 It is the County's intent that this Request for Quote (SEALED BID) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this SEALED BID to a single source. Such notification must be received by the County not later than three (3) days prior to the date set for acceptance of bids.

7.9 Errors and Omissions: If prior to the date fixed for submission of bids, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the SEALED BID or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the SEALED BID.



## LAW ENFORCEMENT RADIO BID

7.10 Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this SEALED BID and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

7.11 Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions, which are detailed in the attached contract.

7.12 Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

8.13 Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

7.14 This SEALED BID supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.

7.15 The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**Law Enforcement Radio's with Encryption  
BID Form**

**TOTAL FOR BID No 21-01**

\$ 155,916.00 (in numbers)

One-Hundred Fifty-Five Thousand Nine-Hundred and Sixteen Dollars  
(in words)

Bidder declares that all representations made herein are true and correct, under penalty of perjury.

  
\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Command Communications

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
President / CEO  
Title

\_\_\_\_\_  
Date of Bid 2/10/2021

**AWARD**

**ACCEPTED:**

\_\_\_\_\_  
By:

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

**ATTEST: Carol J. Huchingson**  
**Clerk of the Board**

\_\_\_\_\_  
Deputy

Distribution: Original - Clerk of the Board  
Copy - Purchasing  
Copy - Bidder

Copy - Auditor  
Copy - Sheriff

BID #21-01

**Law Enforcement Radio's with Encryption  
BID Form**

Bid

\$ 155,916.00

Tax

\$ 11,303.91

Extended Warranty

\$ 15,592.00 (optional, not included in total bid price) Total of 5 year Warranty on all products.

**TOTAL BID**

**TOTAL BID  
INCLUDING 7¼% SALES TAX IN WORDS:**

**TOTAL BID  
INCLUDING 7¼% SALES TAX IN NUMBERS:**

One Hundred Sixty-Seven Thousand Two Hundred Nineteen Dollars & Ninety-One Cents

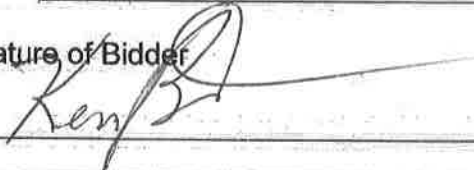
\$167,219.91

**Make:** As specified

**Model:** As Specified

**Firm:** Command Communications

**Signature of Bidder**



**Title:** President / CEO

**Delivery Date:** 3/31/2021

**Telephone No.:** 281-363-3205

**Date of Bid:** 2/10/2021