

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.51
(ID # 18084)

MEETING DATE:

Tuesday, January 25, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Authorize the Purchasing Agent to issue a Purchase Order to Tactical Support Equipment, Inc. for a V850 5G Enabler and Wi-Fi unit without seeking competitive bids for FY 21-22 in the amount of \$433,531, All Districts [Total cost - \$433,531, 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Purchasing Agent to issue a Purchase Order to Tactical Support Equipment, Inc. for a V850 5G Enabler and Wi-Fi unit without seeking competitive bids for FY21/22 in the amount of \$433,531.

ACTION:Policy

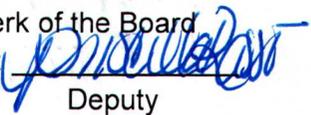

Donald Sharp, Assistant Sheriff 1/13/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 25, 2022
xc: Sheriff-Coroner-PA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 433,531	\$ 0	\$ 433,531	\$ 0
NET COUNTY COST	\$ 433,531	\$ 0	\$ 433,531	\$ 0
SOURCE OF FUNDS: 100% Sheriff's General Fund			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BR: 22-040

Prev. Agn. Ref.: NA

BACKGROUND:

Summary

The Sheriff's Department is requesting Tactical Support Equipment, Inc. (TSE, Inc.) as the Sole Source vendor for the V850 5G Enabler and Wi-Fi unit (Purchasing approved SSJ# 151518260). TSE is the sole manufacturer and distributor for the Octasic Nyxcell System TSE-CBRSYS6508-R3E-7NCE3U-T2 Multi-Channel baseband unit supporting commercial cellular base station implementation consisting of the 12-Channel Portable Base Station Unit, 8-Band Transportable Amplifier Unit and Vehicular RSSI DF Unit.

The software allows for all 12 radios to be multiplexed through a single antenna. This allows for faster network scans which reduces the operators time on target and exposure. Additionally, the single antenna allows for flexibility when choosing the vehicle used with the system.

TSE, Inc. is the sole distributor to offer a 5G enabler and Wi-Fi unit compatible with the existing Octasic Nyxcell V800 System the Sheriff's Department currently operates in the U.S. The V800 system was purchased in 2020 by utilizing San Bernardino County's RFP SHR120-spops-3512.

Impact on Residents and Businesses

The use of the V850 5G Enabler and Wi-Fi unit will improve the investigation process during felony-related investigations. County Residents and businesses will benefit from safer communities by getting offenders who may commit further crimes off the streets.

Additional Fiscal Information

There will be no additional impact to the general fund as funding is on the Sheriff Department's 2021/2022 fiscal year budget.

TSE, Inc. provides a standard government rate for their V850 5G enabler and Wi-Fi unit that is non-negotiable.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

TSE, Inc. provides a standard government rate for all public agencies in the United States. The price includes everything needed to connect to the current Nyxcell system, training, and a three-year warranty for maintenance and support. Components contain an add-on case with four additional radios and a wide-band amplifier that links the current Nyxcell system. The training is on-site for five days and allows six members to attend. The general fund will have no additional impact as funding is on the Sheriff Department's 2021/2022 fiscal year budget.

ATTACHMENTS

Sole Source Justification
TSE, Inc. Quote and T&C



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

1/12/2022



Gregory V. Priarios, Director County Counsel

1/6/2022



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Tactical Support Equipment Inc
Fulfillment Address SCorp - Materials: (preferred)
 4039 Barefoot Rd
 Fayetteville, North Carolina 28306
 United States
Vendor Phone +1 910-425-3360

Distribution
 The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Contract

Background Information

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

5G enabler that is compatible to the existing Octasic Nyxcell V800 System.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Tactical Support Equipment Inc. (TSE Inc.) is the sole proprietor and sole distributor for the Octasic Nyxcell System TSE-CBRSYS6508-R3E-7NCE3U-T2 Multi-Channel baseband unit supporting

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's

commercial cellular base station implementation consisting of the 12-Channel Portable Base Station Unit, 8-Band Transportable Amplifier Unit and Vehicular RSSI DF Unit.

The software allows for all 12 radios to be multiplexed through a single antenna. This allows faster network scans which reduces the operators time on target and exposure. Additionally, the single antenna allows for flexibility when choosing the vehicle used with the system.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

TSE Inc. is the sole distributor to offer a 5G enabler compatible with the existing Octasic Nyxcell V800 System the Sheriff's Department currently operates in the U.S. The V800 system was purchased in 2020 by piggybacking from San Bernardino County's RFP SHR120-spos-3512.

The use of the V850 5G Enabler will improve the investigation process during felony-related investigations. As a result, county residents and businesses will benefit from safer communities by getting offenders to commit further crimes off the streets.

4. Period of Performance 10/01/2021
From:

Period of Performance To: 6/30/2022

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

TSE Inc. provides a standard government rate for all public agencies in the United States. The price includes everything needed to connect to the current Nyxcell system, training, and a three-year warranty for maintenance and support. Components contain an add-on-case with four additional radios and a wide-band amplifier that links the current Nyxcell system. The training is on-site for five days and allows six members to attend. The general fund will have no additional impact as funding is on the Sheriff's Department's 2021/2022 fiscal year budget.

Projected Board of Supervisor Date (if applicable): 12/14/2021

Commodity Code 73037

authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
	387,441.00

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY21/22 \$387,441

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 387,441.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval				
	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	11/23/2021	151,518,260	System compatibility

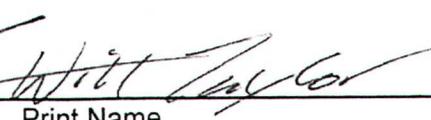
Total 387,441.00

SSJ# 15158260-Amendment #1 Request

The Sheriff's Department is requesting for an amendment to SSJ# 15158260. We are requesting for an increase one-time cost from \$387,441 to \$433,531 to add WiFi Unit 3 due to expansion of faster network scans which will reduce the operators time on target and exposure. Additionally, it will allow for flexibility when choosing the vehicle used with the system. It will significantly improve the investigation process during felony-related investigations. County Residents and businesses will benefit from safer communities by getting offenders who may commit further crimes off the streets.

9. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY21/22	Total
One-time Costs:		
4ch 5G Enabler Solution V850	\$ 312,500	\$ 312,500
WiFi Unit 3	\$ 75,000	\$ 75,000
Training	\$ 15,000	\$ 15,000
Shipping	\$ 1,000	\$ 1,000
7.75% Use Tax	\$ 30,031	\$ 30,031
Ongoing Costs:		
Previous SSJ Approved Amounts:		
Total Costs	\$ 433,531	\$ 433,531



12/13/21
 Chief Deputy Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 Not to exceed: \$ _____ One time Annual Amount through _____ (Date)


 Suzanna Hinckley, Assistant Director 15158260 - A
 Purchasing Agent Date Approval Number



Tactical Support Equipment

Specializing in Communications, Reconnaissance/Surveillance, and Training Needs

4039 Barefoot Rd.
 Fayetteville, NC 28306
 Phone: 910-425-3360
 Fax: 910-425-3361
 Website: www.tserecon.com
 Prepared by: Carl Beene

CUSTOMER

Riverside County Sheriff's Office
 Attn: Captain Rob Roggeveen
aroggeve@riversidesheriff.org

QUOTE

DATE	9-Dec-21
QUOTE #	22-085-2
REF	

PAYMENT

Payment Terms: NET 30
 Quote is valid for 60 Days

Contracts should be sent to:
sales@tserecon.com or faxed to 910-425-3361

DESCRIPTION	PART NUMBER	QTY	PRICE EA.	TOTAL EA.
4ch 5G Enabler Solution. V850 Includes: Cell Protocol Application CBSAR-8L0E-WE-1	TSE-CBRSYS6580-P4E-1NCE5U	1	\$ 312,500.00	\$ 312,500.00
WiFi Unit 3 (Configured to adapt to RCSI's existing version V800 Unit) Includes: Software CBSAR-1W0E-IE-1	TSE-RCSOCBRAP1300-WTW1-1-S	1	\$ 75,000.00	\$ 75,000.00
1 Week (5 Days) New Equipment Training for 6 operators Note: All items must be purchased together to receive quoted prices.	TSE-ACE-NET	1	\$ 15,000.00	\$ 15,000.00

Subtotal \$ 402,500.00

SHIPPING & LEAD TIME

Lead Time- 8-10 Weeks ARO

Shipping	\$1,000.00
TOTAL	\$ 403,500.00

INFO

TAX ID: 32-0007782
 DUNS: 014644624
 CAGE: 1PND8
 Tactical Support Equipment is a service-disabled, veteran-owned, small business (SDVOSB).

If you have any questions about this price quote, please contact
 Carl Beene, 910-425-3360, cbeene@tserecon.com

Thank You For Your Business!

FORM APPROVED COUNTY COUNSEL
 BY KRISTINE BELL-VALDEZ DATE _____

TACTICAL SUPPORT EQUIPMENT, Inc. (TSE)

STANDARD TERMS AND CONDITIONS OF SALE

1. SALE, PRICES AND RELEASES

TSE determines product prices by TSE published price lists in effect and TSE price quote. In the event of extraordinary market-price increases for fuels, metals, raw materials, components, equipment and other production costs, TSE shall have the right and Buyer shall have the obligation to renegotiate in good faith the price of the goods hereunder not yet shipped, and if agreement is not reached, TSE shall have the right to cancel this contract without liability.

2. TERMS AND METHOD OF PAYMENT

Where TSE has extended credit to Buyer, terms of payment shall be Net thirty (30) days from date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by TSE at any time for any reason. If the goods are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. When Buyer fails to make each payment when it is due, TSE reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which TSE has extended credit to Buyer. TSE's suspension of performance may result in a rescheduling delay contingent on current product availability. If TSE deems Buyer's financial condition does not justify the terms of payment specified herein, TSE may cancel this contract unless Buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered.

3. TAXES

Prices do not include taxes. TSE is a manufacturer and wholesale distributor and does not collect sales tax. Buyer must provide TSE with a tax-exemption certificate if they are a non-government entity. Buyer pays international duties and taxes (if any).

4. TITLE AND DELIVERY

Domestic shipments of goods within the U.S. shall be delivered F.O.B. shipping point. Title and liability for loss or damage shall pass to Buyer upon TSE's tender of delivery of goods to a carrier or forwarder for shipment to Buyer, and any subsequent loss or damage shall not relieve buyer from any obligation. Buyer shall reimburse TSE for costs of insurance and transportation on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required at port of entry and destination. TSE may deliver the goods in installments. Delivery dates are estimates. TSE shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if TSE fails to meet the estimated delivery dates because of unavoidable production or other delays.

5. WARRANTIES AND RELATED REMEDIES

The following are in lieu of all conditions or warranties, express, implied or statutory, including but not limited to, any implied conditions or warranty of merchantability or fitness for a particular purpose and of any other warranty obligation on the part of TSE.

TSE, except as otherwise provided below, warrants the product against faulty workmanship or use of defective materials, and warrants that the products conforms to TSE's published specifications or other mutually agreed upon written specifications for a period of one (1) year from the date of shipment. Testing and other quality control techniques are used to the extent TSE deems necessary to support this warranty. TSE warrants that at the time of delivery, TSE has title to the products free and clear of all liens and encumbrances. These warranties are only warranties made by TSE and only a written document signed by an authorized TSE officer can amend the warranty.

Continued use or possession of the products after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer. TSE makes no warranty as to software products, which are supplied "AS-IS", or as to experimental or developmental products or products not manufactured by TSE. For products not manufactured by TSE, TSE shall assign to Buyer any rights TSE may have under any warranty of the supplier to the extent permitted by TSE's contract with its supplier.

If TSE breaches its warranties as contained herein, TSE's sole maximum liability shall be – at TSE's option – to repair, replace, or credit Buyer's account for any products returned by Buyer during the applicable warranty period set forth above, provided that:

- (a) The Buyer promptly notifies TSE with a detailed written explanation of any alleged deficiencies upon the discovery by the Buyer that the products failed to conform to this contract;
- (b) The Buyer returns the products F.O.B. to TSE's plant from where products were shipped; and,
- (c) TSE's examination of the products discloses that such alleged deficiencies actually exist and were: not caused by damage that occurred in shipment; failure caused by products not supplied by TSE; failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modifications, improper installation, unauthorized repair or improper testing; or damage attributable to Acts of God. Product(s) under warranty shall be shipped prepaid to TSE for a Return Material Authorization (RMA) number. An original packing slip, invoice or other proof of date of original purchase will be required before TSE renders warranty performance.

Domestic customers within the Continental USA are responsible for shipping/transportation cost from the customer to TSE. TSE pays the shipping cost from TSE to the customer via UPS ground or USPS parcel service only. International customers are responsible for shipping/transportation from the customer to TSE and from TSE to the customer. The shipping/transportation from the customer to TSE and taxes (if any). If TSE elects to repair or replace the products, TSE shall have a reasonable time to make the repair(s) or replacement. Such repair, replacement or credit shall constitute fulfillment of all liability of TSE to Buyer whether based in contract, tort, indemnity, and statutory provisions or otherwise.

There are no express warranties except as listed above. *TSE shall not be liable, or in any way responsible for special, incidental, consequential, punitive, property, or other damages, including, without limitation, loss of goodwill, profits or revenue, loss of use of this product(s) or any associated equipment, cost of substitute equipment, downtime cost, or claims of any part dealing with Buyer for such damages, resulting from the use of this product(s), or arising from breach of warranty or contract, negligence, or any other legal theory. All express and implied warranties, including the warranties of merchantability and fitness for a particular purpose, are limited to the applicable warranty period set forth above.*

TSE may provide technical, applications or design advice, quality characterization, and reliability data or service in connection with Buyer's order. Providing these items shall not expand or otherwise affect TSE's warranties set forth above and no obligation or liability shall arise from TSE's provision of such items.

6. CONTINGENCIES

TSE is not liable, either wholly or in part, for nonperformance or a delay in performance due to *force majeure* or contingencies or causes beyond the reasonable control of TSE, including but not limited to, shortage of labor, fuel, raw material, components or machinery or technical or yield failure where TSE has exercised ordinary care in the prevention thereof. Production and deliveries may be allocated by TSE in a reasonable manner in the event of shortage of goods.

7. MILITARY APPLICATIONS AND/OR ENVIRONMENTS.

TSE products are considered Commercial off the Shelf (COTS) products that are suitable for use "AS-IS" in military application and or military environments that do not exceed TSE products' specifications.

8. CRITICAL APPLICATIONS

Certain applications using TSE product may invoke potential risks of death, personal injury or severe property or environmental damage ("Critical Applications"). TSE products are not designed and are not warranted as suitable for use in life-support applications, devices or systems or other Critical Applications. Use of TSE products in such Critical Applications is understood to be fully at the risk of Buyer.

9. CONFIDENTIALITY

"Confidential information" means information of TSE that relates to TSE products, specifications, drawings, design, computer programs, trade secrets, business and technical information, and data disclosed by TSE to Buyer in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature. TSE shall indicate "Confidential Information" to the Buyer within fifteen (15) days of the initial disclosure. Buyer may use Confidential Information of TSE only for the purpose of this contract and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Buyer agrees not to "reverse engineer" Tactical Support Equipment products by any means, shape or form. Buyer may disclose Confidential information received hereunder only for the purpose described in this contract and only to its employees and consultants who have a need to know for such purpose and who are bound by signed, written agreements to protect the received Confidential Information for unauthorized use and disclosure. All obligations hereunder, including without limitation any and all obligations regarding the use and disclosure of Confidential Information, shall continue for a period of ten (10) years from the disclosure date of the affected Confidential Information.

10. LIMITATION AND DISCLAIMER OF DAMAGES

If TSE breaches any provisions of this contract other than its warranties as contained in Section 8, TSE's sole liability shall not exceed the total contract price specified herein less the purchase price for any items delivered and accepted hereunder. Remedies for breach of warranty are limited to those stated in Section 8.

In no event shall TSE be liable to anyone for special, collateral, indirect, exemplary, incidental or consequential damages for breach of any of the provisions of this contract, such damages to include but not be limited to, costs of rework, retesting or removal and reinstallation of products, loss of goodwill, loss of profits, or loss of use.

11. TERMINATION AND CANCELLATION

All sales are final. No returns. Buyer may terminate this contract in whole or in part upon (120) days advance written notice with the exception of Training Contracts. In such event, the Buyer shall pay for products shipped before the termination date and is responsible for all costs incurred by TSE including, but not limited to, initial costs, labor costs, cost of procured parts, termination costs of contracts with sub-contractors, and other costs, expenses and losses incurred by TSE in the performance of the work terminated. Training contracts may not be modified or cancelled within (30) days of scheduled training. Any requests for changes or cancellations will result in the course being charged at the contracted price.

12. NON-WAIVER OF DEFAULT

TSE may decline to make further shipments for any default by the Buyer. If TSE elects to continue to make shipments, TSE's action shall not constitute a waiver of any default by Buyer or in any way affect TSE's legal remedies for any such default.

13. GOVERNING LAW

State of North Carolina laws shall govern the validity, performance and construction of this contract.

14. EXPORT CONTROL

The products covered by this contract may fall within the group of "strategic" electronic products or technical data that are wholly or partly of U.S. origin or technology, the export of which is subject to export license control by the U.S. government. Therefore, prior to exportation, Buyer is required to obtain any licenses which may be required under the ided and Cost Accounting Standards, Defective Pricing, and Audit requirements will not apply.

15. ASSIGNMENT

This contract shall not be assignable by either party without the written consent of the other party. Unauthorized assignment shall be void.

16. MODIFICATION

This contract constitutes the entire agreement between the parties relating to the sale of the goods described on the face hereof and supersedes all previous communications, representations, or agreement, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of TSE, which are not stated herein, shall be binding on TSE. No addition to or modification of any provision upon the face or reverse of this contract shall be binding upon TSE unless made in writing and signed by a duly authorized representative of TSE. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this contract.