

Quincy/Adams County 9-1-1

REQUEST FOR PROPOSALS

Solicitation:

Multi-Site VHF Simulcast Voting Receiver Radio System

Issue Date: 4/26/2017

RFP DUE DATE AND TIME: Thursday, June 29, 2017 @ 4:00 PM

Proposals shall be submitted on the enclosed form and returned to the office of the

Director Quincy/Adams County 9-1-1 222 N. 52nd Street Quincy, IL 62305

Proposals shall be enclosed in a sealed envelope/box with the return address and the following clearly marked on the outside of the envelope:

"Proposal For: Multi-Site VHF Simulcast Voting Receiver Radio System Date: June 29, 2017"

All proposal envelopes must be clearly marked with the above statement written on the outside of the proposal packet. Quincy/Adams County 9-1-1 assumes no responsibility for unmarked envelopes being considered for award. Only one (1) proposal per envelope. Authorized company representative is required to sign in ink the proposal signature form. Any proposal not containing the signature form will be automatically rejected. It is requested that completed proposals be either typewritten or handwritten in black ink only. Electronic or Facsimiles will not be considered. Proposals received after the time the bids are due will not be considered for award and will be returned unopened. Subject to the conditions, provisions and the enclosed information, sealed proposals will be received by the Quincy/Adams County 9-1-1 until the stated date and time.

It is imperative that proposed responses address the specific questions of this RFP.

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow and are applicable to both the singular and the plural. All defined terms are capitalized throughout the Proposal Documents.

- "Proposal Documents" include the Advertisement for Proposals, the Information for Proponents, the Instructions to Proponents, the Proposal Instructions and Forms, and the Draft Contract, together with any appendices, exhibits or addenda thereto.
- "Proponent" means the person or business entity that submits a Proposal directly to Quincy/Adams County 9-1-1.
- "Selected Proponent" means the Proponent to whom Quincy/Adams County 9-1-1 makes an award as provided in the Basis of Award section of these Instructions to Proponents.

Responses are required in **Sections 2 – 5** of this RFP. The exact detailed format for this type of response is left to the vendors' discretion.

The proposer should add pertinent comments, if any, next to each detail requirement. The proposer should take great care in completing this document. There are several requirements that request additional documentation from the proposer. The proposer should attach any additional documentation in the "Additional Comments/Documentation" section of the proposal as outlined throughout the Proposal.

1. Order and Description of Documentation Guideline

Responses should be organized and submitted using the following guidelines.

- Cover Letter
- Executive Summary

Provide a brief description of your proposal. Highlight the major advantages and benefits of the proposal and summarize how your proposal meets the needs of Quincy/Adams County 9-1-1 and why your proposal should be selected.

- Response to all Instructions and Formatting
- Vendor Signature Form
- Cost Summary Worksheet
- Additional Comments/Documentation

2. <u>Vendor Legal Documentation</u>

To shorten the legal review time during contract negotiations please forward a copy of your firms contract agreement and any other required legal documents that you anticipate being valid.

3. Examination of Proposal Documents

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents, with special attention to the terms and conditions of the Draft Contract.
- Become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of the services or equipment required under the Draft Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Draft Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.
- Submit any questions concerning the Proposal Documents in writing to Quincy/Adams County 9-1-1 in a timely fashion in order that the questions may be answered in an addendum to be issued by Quincy/Adams County 9-1-1.
- Notify Quincy/Adams County 9-1-1 in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigation, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Draft Contract and that the Proponent deems necessary to prepare its Proposal. Proponents are expected to be knowledgeable about the service or goods that they are proposing.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, and other matters necessary to ensure high quality customer service throughout the term of the contract.

4. Interpretations and Addenda

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing, to the contact person specified in Section 1.2.

Questions must be received by date stipulated in Section 1.2 in order to be considered. Quincy/Adams County 9-1-1 will provide written answers to all questions through addenda to this Request for Proposal. Quincy/Adams County 9-1-1 reserves the right to modify the Draft Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents.

Questions regarding interpretations of contract language must be asked at this point in the process. The Successful Proponent will be expected to execute the Contract, as included in this RFP, as amended

by Quincy/Adams County 9-1-1 in response to Proponent questions, and as otherwise amended prior to the finalization of the Contract.

5. Contractor Proprietary Information

All proposals submitted will be the property of Quincy/Adams County 9-1-1. Information that a contractor clearly identifies in the proposal as being privileged or proprietary, will not be disclosed to other contractors or non-city project team members to the extent allowed by law.

6. Cost of Proposal Development

All costs associated with the preparation and submittal of responses to this RFP and all costs of conducting system demonstrations shall be entirely those of the proposer. Quincy/Adams County 9-1-1 will not be responsible for any proposal development costs. All supporting documentation and other materials submitted shall become the property of Quincy/Adams County 9-1-1.

7. Selection of Proposals

After Quincy/Adams County 9-1-1 project team and Quincy/Adams County 9-1-1 Governing Board approves a proposal, the winning vendor will be notified by telephone and written letter.

Contract award will be to a responsible vendor, based upon an analysis as outlined in the Basis of Award in this section. A contract will be negotiated with the proposal that Quincy/Adams County 9-1-1 determines is in its best interest.

8. Limitations

Only proposals that Quincy/Adams County 9-1-1 has received by the response deadline will be evaluated.

Should Quincy/Adams County 9-1-1 enter into a contract for any goods or services as a result of this RFP, the contractor shall be responsible, at its cost, for ensuring compliance with all applicable federal, state, and local laws and regulations pertaining to the procurement of products and services pertaining to this RFP.

Quincy/Adams County 9-1-1 will not be responsible for oral interpretations given by any Quincy/Adams County 9-1-1 employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

If any addenda are issued to this RFP, Quincy/Adams County 9-1-1 will attempt to notify all prospective Contractors who have secured same. However, it will be the responsibility of each Contractor, prior to submitting the competitive proposal, to contact:

Steve Rowlands Director, Quincy/Adams County 9-1-1 (217) 228-4572

to determine if any addenda were issued and to make such addenda is part of the competitive proposal.

This RFP is not an offer to contract but merely a request for information that may or may not lead to a final agreement. No contract will be considered binding upon either party except in the form of a final written agreement executed by both parties. This solicitation for proposals may be cancelled, or offers may be rejected in whole or in part when in the best interest of Quincy/Adams County 9-1-1.

Failure to include in the proposal all information outlined in this RFP may be cause for rejection of the proposal.

9. Quincy/Adams County 9-1-1 Investigations and Process Decisions

As part of the RFP evaluation process, Quincy/Adams County 9-1-1 reserves the right to do any or a combination of the following:

- Contact officials from other jurisdictions regarding the Proponent.
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment.
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services personnel during the performance of their regular duties.
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants.
- Request clarification or additional information from a specific Proponent in order to assist in Quincy/Adams County 9-1-1's evaluation of a Proposal.
- Require changes in the contract as deemed necessary by Quincy/Adams County 9-1-1.
- Decline to award a contract or contracts for services as a result of this RFP process.
- Discontinue negotiations with the selected Proponent or any Proponent, and commence discussions with any other party.
- Withdraw the RFP and reject any or all Proposals.
- Not award to any or all Proponents and issue a subsequent RFP based on refinements of concepts proposed in response to this RFP.
- Seek other investigations, inquiries, reviews or clarifications which would allow Quincy/Adams County 9-1-1 to make informed decisions.

10. Proposal

The Proponent's Proposal must provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in current year dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent as described in the Basis of Award section of these Instructions to Proponents. All costs, including overhead and profit, and taxes, fees or surcharges imposed by federal, state or local laws, for which the Proponent expects to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed.

Quincy/Adams County 9-1-1 is exempt, by law, from paying State and State Service Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. Quincy/Adams County 9-1-1 will execute tax exemption certifications whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price and documentation on why Quincy/Adams County 9-1-1 must pay the tax.

The data included in the Scope of Services should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Project may differ.

11. Preparation of Proposal Forms

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, Quincy/Adams County 9-1-1 may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. Quincy/Adams County 9-1-1 may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in City of Quincy and Adam County. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with Quincy/Adams County 9-1-1 prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

12. Modification or Withdrawal of Proposals

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing to Quincy/Adams County 9-1-1 contact shown in Section 1.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with Quincy/Adams County 9-1-1 and promptly thereafter demonstrates to the reasonable satisfaction of Quincy/Adams County 9-1-1 that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

13. Basis of Award

If the Contract is to be awarded by Quincy/Adams County 9-1-1, the Notice of Finalist will be given to the Selected Proponent on or before ninety (90) days after Proposal opening.

Quincy/Adams County 9-1-1 reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. In addition, Quincy/Adams County 9-1-1 is not required to bid this Contract. Therefore, Quincy/Adams County 9-1-1 reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, or terminate the RFP process and negotiate a contract independently of this process with any entity, at Quincy/Adams County 9-1-1's sole discretion.

Quincy/Adams County 9-1-1 will base its selection on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform under the terms of the Contract.

Quincy/Adams County 9-1-1 may conduct such investigations as Quincy/Adams County 9-1-1 deems necessary to assist in the evaluation of any Proposals.

Proposals will be reviewed by an evaluation team composed of Quincy/Adams County 9-1-1 staff and possibly one or more consultants. Proposals may be evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components. Quincy/Adams County 9-1-1's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent or with another Proponent if contract finalization with the finalist is not successfully concluded in a timely manner.

Quincy/Adams County 9-1-1's proposal evaluation committee will review proposals based on the following criteria:

(1) Responsiveness/Completeness

Each proposal will be reviewed based on responsiveness to the information required. All forms must be completed, all questions answered, and all information supplied in the format requested. Quincy/Adams County 9-1-1 may disqualify any proponent not meeting these initial requirements. Proponents meeting these initial criteria may be contacted by Quincy/Adams County 9-1-1 to provide specific clarifications.

(2) Minimum General Qualifications

Proponents must have experience in the specific area outlined by the various sections of this proposal. Proponents shall submit all information related to their ability to successfully perform the work described in the RFP. Proponents who do not fully respond to all questions, who do not clearly outline their proposed services, equipment and approaches, and/or who fail to clearly demonstrate their ability to perform under the Draft Contract shall be determined to "fail" meeting the Minimum General Qualifications.

- (3) Price Evaluation
- (4) Customer Service Approach, and References
- (5) System Design and Operations

Quincy/Adams County 9-1-1 reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. Quincy/Adams County 9-1-1 reserves the right to reject the Proposal of any and all Proponents, if Quincy/Adams County 9-1-1 believes that it would not be in the best interest of Quincy/Adams County 9-1-1 to make an award, whether because the Proposal is non-responsive or because the Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by Quincy/Adams County 9-1-1. Quincy/Adams County 9-1-1 also reserves the right to suspend the RFP process and extend the existing contract and/or negotiate and execute a contract with any party.

Quincy/Adams County 9-1-1 may elect to further clarify proposal evaluation and scoring through an addendum to this RFP.

14. <u>Instructions for Submitting a Responsive Proposal</u>

14.1 Obtain Proposal Documents

All proposed documents will be available on Quincy/Adams County 9-1-1's website. http://www.co.adams.il.us/911/index.htm

14.2 Submit Responsive Proposal

The Proponent shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **two (2) copies**, printed and double-sided, of the Proposal Forms and other supporting documents. The Proposal and all Proposal Forms shall be signed by an authorized person, with the signature notarized as specified, and with the contact person's title, address, telephone number and e-mail address provided. In addition to the printed copies, the Proponent shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) on a CD submitted with the printed proposal package.

15. Process Integrity Requirements

Each Proponent is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proponent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proponent's proposal. Requirements include:

- All RFP related communications with Quincy/Adams County 9-1-1, from the time this RFP is advertised and issued until the time a negotiated contract is forwarded to Quincy/Adams County 9-1-1 Governing Board, shall be through the staff contact provided in this RFP.
- Proponents or their agents shall not contact other Quincy/Adams County 9-1-1 staff, appointed or elected officials, consultants retained by Quincy/Adams County 9-1-1 or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to Quincy/Adams County 9-1-1 Governing Board.
- Only Quincy/Adams County 9-1-1 provided information and RFP materials and Addenda that are
 provided in writing to all Proponents are to be utilized in developing the Proposal. Any Proponent's
 reliance on other Quincy/Adams County 9-1-1 information and materials may result in a nonresponsive Proposal due to inaccurate or incomplete information.
- Any information and materials to be utilized by Quincy/Adams County 9-1-1 during the Proposal evaluation and selection process must be included as part of the original proposal or submitted in response to a specific request from Quincy/Adams County 9-1-1.

Any evidence that indicates a Proponent has failed to comply with the specific Process Integrity Requirements or has otherwise substantially diminished Quincy/Adams County 9-1-1's ability to award a Contract in a timely manner and free of contention may result in that Proponent's disqualification and forfeiture of the Proponent's Proposal Bond. Quincy/Adams County 9-1-1 reserves the sole right to disqualify any Proponent at any point in the process prior to Contract award for failure to comply with this requirement.

This section sets forth general requirements for the proposer in order to successful submit a proposal based on the scope of services set forth in the next section(s).

1.1. <u>Solicitation for Proposals</u>

Quincy/Adams County 9-1-1 is requesting Proposals for Multi-Site VHF Simulcast Voting Receiver Radio System based on the specifications set forth in this RFP.

1.2. Questions Concerning the Request for Proposal

Please direct all questions concerning this RFP to either:

Steve Rowlands Director, Quincy/Adams County 9-1-1 222 N. 52nd St. Quincy, Illinois 62305 (217) 228-4572

John Simon Director, Adams County Emergency Management Agency 222 N. 52nd St. Quincy, Illinois 62305 (217) 277-2005

All questions must be submitted to the Quincy/Adams County 9-1-1 no later than June 29, 2017 in order to be considered.

1.3. Right of Refusal

Quincy/Adams County 9-1-1 reserves the right to refuse all proposals in their entirety.

Quincy/Adams County 9-1-1 reserves unto itself the right to interview contractors or prospective contractors, either prior to or subsequent to the awarding of the proposal, to discuss the nature of the project. Quincy/Adams County 9-1-1 also reserves unto itself the right to award the contract to a contractor whose proposal is not the lowest proposal, but whose knowledge, expertise, reputation, experiences, and/or previous results on projects, most closely meets the demands and needs of Quincy/Adams County 9-1-1. Quincy/Adams County 9-1-1 reserves unto itself the right to reject a proposal from any contractor whom Quincy/Adams County 9-1-1 does not believe is qualified to perform the project or whose financial situation is such that there is a possibility that the contractor will not successfully complete the project.

1.4. Independent Contractor Status

It is expressly understood and agreed that the proposer is an independent contractor at all times and for all purposes hereunder. Officers, employees, or representatives of the Contractor will not be deemed in any way to be and shall not hold themselves out as employees, servants, representatives, or agents of Quincy/Adams County 9-1-1 and will not be entitled to any fringe benefits of Quincy/Adams County 9-1-1, such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases or paid sick or vacation leave. Solely the Contractor will be responsible for paying payroll wages, for the withholding and payment of all income and social security taxes to the proper federal, state, and local governments, and for providing workers' compensation and unemployment insurance of the Contractor.

1.5. <u>Subcontracting</u>

A contractor may provide services through another company or subcontractor provided:

- This provision is not excluded under the Scope of Services.
- The Contractor assumes complete responsibility for implementing all aspects of the RFP. In other words, Quincy/Adams County 9-1-1 will not be required to enter into any other agreement with any other company or subcontractor upon awarding a contract to a Vendor responding to this RFP.
- The Contractor will provide documentation to Quincy/Adams County 9-1-1 that it can continue to support all aspects of the Project services, and other required conditions proposed in the event another company or subcontractor should go out of business or cease to do business with the contractor for any reason.
- Contractor to provide copies of subcontract agreements to Quincy/Adams County 9-1-1 before the contract is signed.

1.6. <u>Assignment of Contractual Rights</u>

It is agreed that the successful vendor shall not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in to any part thereof, without previous written consent of Quincy/Adams County 9-1-1.

1.7. Compliance with Regulations and Standards

All contractors, during their contracted services, must meet or exceed current standards of at least the organizations listed below:

- Institute of Electrical and Electronic Engineers (IEEE)
- American National Standards Institute (ANSI)
- The Environmental Protection Agency (EPA)
- Contractor Work Hours and Safety Standards Act
- Equal Opportunity Act

1.8. Compliance with the Law

Contractors shall adhere to all applicable federal, state, and local laws, ordinances, and regulations while rendering services pursuant to this Agreement.

1.9. Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of Illinois. Venue for any litigation arising out of the contract will be vested in Adams County, Illinois.

1.10. Indemnification and Hold Harmless

The Contractor, at its own expense, will protect, defend, indemnify, and hold harmless Quincy/Adams County 9-1-1 and its elected and appointed officers, employees, or agents from and against any acts, omissions, or negligence by the Contractor that may rise out of this agreement.

1.11. Successors and Assignment of Contractual Rights

The rights and obligations of the Contractor in connection with this project will be binding upon its heirs and successors except that Quincy/Adams County 9-1-1 reserves the right to terminate the contract with the Contractor, in whole or in significant part, is acquired by another entity during the term of this contract. It is agreed that the successful Contractor will not assign, transfer, convey, or otherwise dispose of, the contract, or its right, title, or interest into any part thereof, without previous written consent of Quincy/Adams County 9-1-1.

1.12. Cancellation

Quincy/Adams County 9-1-1 reserves the right to cancel the whole or any part of the contract, if the Contractor fails to perform any of the provisions in the contract or fails to adequately provide quality service during the contract period. The cancellation notice will be written and delivered by certified mail to the contractors address on record.

1.13. Insurance

If stipulated in the Scope of Services, the limits of liability for the insurance required by this section shall provide coverage for not less than the following amounts or greater where required by law or regulation.

- 1) Worker's Compensation:
 - a) Worker's Compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Coverage may be provided by a group selfinsured authorized in Section 4 (a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - b) Employer's Liability

i) Each Accident \$500,000 ii) Disease – Policy Limit \$500,000 iii) Disease – Each Employee \$500,000

2) Commercial General Liability:

Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the contractor's operations or any subcontractors operations (contingent or protective liability) completed operations, broad form property damage, hazards of explosion, collapse and underground and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

a) General Aggregate Limit \$2,000,000 b) Products \$2,000,000 c) Each Occurrence Limit \$1,000,000

Coverage shall provide by an endorsement in the appropriate manner and form, the city, its officers, employees, agents, and consultants (if any) shall be named as additional insured with respect to the policies (general and umbrella if required) for occurrences arising in whole or in part out of the work and operations performed.

3) Comprehensive Automobile Policy:

This policy covers owned, non-owned, and hired vehicles.

a) Bodily Injury and Property Damage Liability Limit Each Occurrence: \$1,000,000

4) Umbrella Policy:

Any umbrella policy shall provide excess limits over and above the other insurance limits stated. The contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

5) General Insurance:

All insurance shall remain in force during the contract period, covering occurrences happening on or after the effective date and remaining in effect during the performance of the work and at all times thereafter when the contractor may be correcting, removing, or replacing defective work until this contract expires. Termination or refusal to renew shall not be made without thirty days prior written notice to the city by the insured and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

A certificate of insurance by the insurer issuing the policy and endorsements setting forth the coverage limits, and endorsements shall be filed with the city before the city will execute the contract. A certificate of insurance shall include a statement that "the coverage and limits conform to the minimums required in the contract documents". In no event shall any failure of the city to receive certificates or to demand receipts be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

All costs as specified herein shall be considered as included in the cost of the contract. The contractor shall at his/her own expense and risk of delay, cease operations if the required insurance is terminated or reduced below the required amounts. Coverage in the minimum amounts set forth herein shall not be construed to relieve the contractor to indemnify in excess of the coverage in accordance with the contract.

1.14. Delinquent Payment

By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owned or accruing to Quincy/Adams County 9-1-1 or in the payment of any tax administered by the Illinois Department of Revenue.

1.15. Termination for Convenience

Quincy/Adams County 9-1-1 reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least sixty (60) days prior to the intended termination date. Contractor shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by Quincy/Adams County 9-1-1 for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.

1.16. Termination for Cause

In the event that either the Contractor or Quincy/Adams County 9-1-1 defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Contractor shall give Quincy/Adams County 9-1-1 written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to Quincy/Adams County 9-1-1, Quincy/Adams County 9-1-1 may terminate this Agreement immediately upon written notice thereof to Contractor.

1.17. <u>Severability</u>

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

1.18. Ownership of Work Product

Quincy/Adams County 9-1-1, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Contractor in the performance of this Agreement.

1.19. Records, Audit and Inspection

Contractor shall maintain such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under this Agreement and such other additional records as Quincy/Adams County 9-1-1 may reasonably require in connection with this Agreement. Contractor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefrom. Quincy/Adams County 9-1-1 and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Contractor in connection with this Agreement. Quincy/Adams County 9-1-1 and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under this Agreement.

1.20. Publicity

Neither Contractor nor any subcontractor shall use the name of Quincy/Adams County 9-1-1, or quote the opinion of any Quincy/Adams County 9-1-1 employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of Quincy/Adams County 9-1-1.

1.21. Substance Abuse

Contractor shall advise its employees and the employees of its subcontractors and agents that:

- a) It is the policy of Quincy/Adams County 9-1-1 to provide a drug-free work environment. To that end Quincy/Adams County 9-1-1 prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
- b) Any employee of Contractor who is found in violation of the policy may be removed or barred from the work site at the discretion of Quincy/Adams County 9-1-1.

1.22. Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

SECTION 2 –INFORMATION AND MINIMUM QUALIFICATIONS

2.1 Quincy/Adams County 9-1-1 Overview

Quincy is located in Adams County in West Central Illinois. Its western border is the Mississippi River and the State of Missouri. Adams County population is approximately 68,000.

The Quincy/Adams County 9-1-1 system that was established in 1989 by both the City of Quincy and Adams County. The Quincy/Adams County 9-1-1 Center is responsible for the efficient operation of our county-wide Enhanced 9-1-1 telephone and public safety communications systems and is the county's only Public Safety Answering Point. 9-1-1 staff is responsible for emergency and non-emergency call-handling; public safety dispatch for police, sheriff, fire and emergency medical services; activity reporting and documentation; and communications support for all City of Quincy and Adams County public safety agencies. Quincy/Adams County 9-1-1 Center is an inter-governmental agency of both Adams County and the City of Quincy governments. The oversight authority is the 9-1-1 Governing Board. The 9-1-1 Director is the chief executive for Quincy/Adams County 9-1-1 System and functions as a department head in both the City of Quincy and Adams County governments.

2.2 Fiscal Year

Quincy/Adams County 9-1-1's fiscal year runs from May 1st through April 30th of each calendar year.

2.3 Holiday Schedule

Quincy/Adams County 9-1-1's holiday schedule shall include:

New Year's Day
Good Friday
Labor Day
Thanksgiving Day
Martin Luther King Day
Memorial Day
Columbus Day
Columbus Day
Christmas Eve and Day
Presidents Day
Independence Day
Veterans Day

2.4 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for termination of this Contract.

2.5 Proprietary Information

In accordance with the Illinois Public Records Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and responses thereto are in the public domain. However, the proposals are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

2.6 Insurance

The Proposer shall secure and maintain during the entire term of the contract and extensions thereto, liability insurance in an amount satisfactory to Quincy/Adams County 9-1-1 as stated in Section 1.13.

SECTION 3 – PROPOSAL SUMMARY PAGE

This section of the RFP is requesting Proposals from qualified firms for the purchase of a Multi-Site VHF Simulcast Voting Receiver Radio System.

3.1 <u>Design, Delivery and Installation</u>

Design, delivery and installation of the proposed system must be made within the time agreed upon, but neither Party shall be liable for any default hereunder due to foreseeable contingencies beyond its control and without its fault or negligence. Contractor's default shall not be excused unless written notice of any such contingency is given to Quincy/Adams County 9-1-1 within five (5) days of the time that Contractor first receives knowledge of the occurrence thereof.

3.2 Warranties

Contract warrants that all articles, materials, and work will Conform with applicable drawings, specifications, samples, and/or other descriptions given to Contractor, and will be free from defects. Without limitation of any rights, which Quincy/Adams County 9-1-1 may have by law for reason of any breach of warranty, goods which are not as warranted may be returned at Controller's expense at any time within nine (9) months after delivery, for either credit or replacements, as Quincy/Adams County 9-1-1 may direct.

3.3 <u>Termination of Contract</u>

Quincy/Adams County 9-1-1 shall have the right to halt all activities under this agreement immediately, without obligation should it be found that the Contractor is not in conformance with the terms as indicated herein or based on the happening of any of the following: insolvency of Contractor; the filing by the Contractor of a voluntary petition of bankruptcy; the filing of an voluntary petition to have Contractor declared bankrupt; the appointment of a receiver of trustee for the Contractor; the execution by the Contractor of an assignment for the benefit of creditors. Termination can be initiated upon verbal notification to the Contractor, or his authorized representative, by Quincy/Adams County 9-1-1 of Quincy, Director of Administrative Services. Failure on the part of the Contractor to fulfill the contractual obligations of this agreement, including delivery time frames, shall be considered just cause for termination of the agreement, and the Contractor will not be entitled to any costs incurred up to the date of termination.

3.4 Compliance and Regulations

The successful contractor and the Quincy/Adams County 9-1-1 shall at all times observe and comply with all federal, and state laws and regulations and all local laws, ordinances, and regulations that pertain, in any manner, for the delivery of said equipment.

3.5 Material, Equipment, and Insurance

Unless otherwise specified, the Contractor is to supply all material and equipment required to execute this Order. Any material, which Quincy/Adams County 9-1-1 may furnish, on other than a charge basis, will be consignment, and Contractor shall pay for such material spoiled by Contractor, or not otherwise satisfactorily accounted for. All material and equipment furnished by Quincy/Adams County 9-1-1 shall be protected against loss or damage by insurance acceptable to Quincy/Adams County 9-1-1.

3.6 <u>Damage Waiver</u>

Any damage to the equipment by the Contractor or his representative while in transit from the manufacturer, while in the possession of the Contractor and during delivery to Quincy/Adams County 9-1-1 or during any demonstration will be the responsibility of the Contractor. Quincy/Adams County 9-1-1 will assume possession of the equipment only after verification that the equipment purchased

SECTION 3 – PROPOSAL SUMMARY PAGE

meets or exceeds the specification as agreed upon or that all deficiencies have been corrected satisfactorily. The Contractor will also indemnify Quincy/Adams County 9-1-1 against any and all claims of damage to persons or property against the Contractor as a result of any acts, direct or indirect, perpetrated by the Contractor, his employee or representative, during execution of the terms of this agreement until full possession of the equipment by Quincy/Adams County 9-1-1 of Quincy.

3.7 <u>Insurance</u>

The Contractor must purchase and maintain such insurance as will protect him against claims that may arise out of, or result from the execution of this contract, whether the execution is by the Contractor or by anyone acting on the Contractor's behalf. The Contractor must have adequate insurance to cover any and all liability, personal injury or property damage incurred by the Contractor's employees during delivery or as a result of faulty equipment, and to cover Quincy/Adams County 9-1-1 against losses against Contractors actions that result in a breach of contract. Quincy/Adams County 9-1-1 will not require proof that such insurance is maintained by the Contractor; however, not requiring presentation of proof of insurance should in no way be construed to infer that the Contractor is not required to maintain the insurance specified under the terms of this agreement.

3.8 Additional Information

- a) Quincy/Adams County 9-1-1 reserves the right to make changes in the drawings and specifications relating to this order. If any such change causes a substantial variation in the cost of furnishing the goods covered hereby, the price of such goods shall be varied in the same ratio. Any claim hereunder shall be asserted promptly.
- b) This contract between the successful contractor and Quincy/Adams County 9-1-1 is assignable only upon written approval of both parties and shall be binding upon and inure to benefit of both parties hereto and to the contractors successors and assigns. Such consent shall not be unreasonably held.
- c) No changes, alterations, or modifications of the contract will be effective unless in writing and signed by both parties.
- d) All state, federal, municipal and other taxes in connection with this Order are assumed and must be paid by Contractor. Contractor will reimburse Quincy/Adams County 9-1-1 and Quincy/Adams County 9-1-1 may charge to Contractor or deduct from any sum due or to become due any amounts Quincy/Adams County 9-1-1 may be compelled to pay for or on account of any such taxes.
- a) Payment for all invoices will be made within forty-five (45) calendar days from receipt of the invoice, without interest, penalty, or carrying charge.
- b) Upon written acceptance by Quincy/Adams County 9-1-1 of a proposal, the successful contractor shall present to the city within fifteen (15) days, a written contract incorporating the requirements of the general requirement, specifications, and any additional specifications agreed upon in the evaluation, review, and selection process. The proposed contract forms shall meet with the approval of Quincy/Adams County 9-1-1 Governing Board, and the Adams County States Attorney's Office.

This section of the RFP is requesting Proposals for Multi-Site VHF Simulcast Voting Receiver Radio System, per specifications, subject to the conditions and provisions set forth in this proposal package.

4.1 <u>Informational Meeting</u>

There will be an informational meeting on Wednesday, May 10, 2017 at 1:00 p.m. The meeting will be held in the conference room located in the 9-1-1 building at 222 N. 52nd Street, Quincy, Illinois.

4.2 Site Visit Requests

Site visits can be arranged to occur between May 22 – May 26, 2017 or other dates as arranged. Please direct all requests for a site visit regarding this RFP to both:

Steve Rowlands Director, Quincy/Adams County 9-1-1 222 N. 52nd St. Quincy, Illinois 62305 (217) 228-4572

John Simon Director, Adams County Emergency Management Agency 222 N. 52nd St. Quincy, Illinois 62305 (217) 277-2005

4.3 <u>Overview</u>

Proposed Multi-Site VHF Simulcast Voting Receiver Radio System will provide public safety radio communications for the following City of Quincy and Adams County agencies:

- a) Quincy/Adams County 9-1-1 Center
- b) Quincy Police Department
- c) Quincy Fire Department
- d) Adams County Sheriff's Office
- e) Adams County Ambulance & EMS
- f) Adams County Emergency Management Agency
- g) Tri-township Fire Department
- h) 10 Volunteer Fire Departments

Proposed system would be to design, install and incorporate on existing VHF frequencies and additional VHF frequencies as needed a system to provide better public safety communications throughout the City of Quincy and Adams County.

The system would optimally use 9 sites strategically located around the county.

VHF Systems

Quincy Police Department operates on a voting repeater system. The frequencies licensed are mobile receive 155.625 (pl 127.3) and a transmit of 151.100 (pl 206.5). The licensed call sign is KSB820 and any modifications are the responsibility of the bidder.

Quincy Fire Department currently uses a base station at central fire station at 9th & Vermont on a shared frequency with rural fire (different pl). As part of this system upgrade they would require a new frequency pair and coordination. The licensed call sign is KDG878 and any modifications are the responsibility of the bidder.

Adams County Sheriff Office operates on a repeater located on American Tower at 54th & Maine. The frequencies licensed are mobile receive 155.745 (pl 127.3) and transmit 154.115 (pl 127.3). The licensed call sign is KNBU374 and any modifications are the responsibility of the bidder.

Adams County Ambulance operates on a repeater located on American Tower at 54th & Maine. The frequencies licensed are mobile receive 153.755 (pl 67.0) and transmit 158.865 (pl 67.0). The licensed call sign is WPQE694 and any modifications are the responsibility of the bidder.

Adams County Emergency Management operates on a repeater located on the tower at the 9-1-1 center. The frequencies licensed are mobile receive 151.235 (dpl 245) and transmit 156.0675 (dpl 245). The licensed call sign is KNJL469 and any modifications are the responsibility of the bidder.

Rural Fire Departments operate on a base station at the Adams Electric Coop location. The frequency is 154.310 (pl 107.2). License modifications will be required and should be coordinated through Adams County Emergency Management Agency but are the responsibility of the bidder.

4.4 Operability

Proposed system shall be compatible with VHF analog existing public safety agencies base radios, mobile radios, and portable radios.

Proposed system shall be field upgradeable to P25 standards.

4.5 Integration

The Quincy/Adams County 9-1-1 Center operates two PSAPS. The primary PSAP is located at 222 N. 52nd ST, Quincy, IL 62305. The backup PSAP is located at the Adams County Courthouse located at 521 Vermont ST, Quincy, IL 62301.

Proposed system would be controlled by two separate radio control systems. The primary PSAP utilizes a Motorola MCC7500 radio control system. The backup PSAP utilizes a Motorola Centracom Gold Elite radio control system. Proposal shall include integration, programming, installation of additional necessary equipment of the Multi-Site VHF Simulcast Voting Receiver Radio System to both these radio control systems and corresponding digital recording systems.

4.6 Connectivity

Proposed system shall be interconnected by either a Broadband Radio over IP (ideally fiber) solution, microwave solution, and/or other technologies that will effectively and efficiently allow for optimal system operation. Both may be considered as alternatives in any response to this RFP. Traditional landline telephone circuit connectivity will not be considered.

4.7 Backup Power

Sites that do not have installed backup power generator and/or battery backup shall be configured for a battery backup system and configured to allow existing Adams County Emergency Management Agency portable generators to be connected to the site to provide temporary power. Type of connection to be coordinated with Adams County Emergency Management Director.

4.8 <u>Proposed Sites</u>

The following sites are subject and open to change and can be reflected in proposals.

			Agency	Simulcast	Voting	Remote
Site	Location	Address	Radio	Transmit	Receiver	Transceiver
1	Quincy/Adams County 9-1-1	222 N. 52nd	Quincy Police	X	X	
	Primary 9-1-1 Center	Quincy, IL	Quincy Fire	X	Χ	
	Motorola MCC7500		Adams Sheriff	X	Χ	
	Site includes:		Adams Amb	X	Χ	
	9-1-1/EMA Tower and		Adams EMA	X	Χ	
	American Tower		Rural Fire			Χ
			Quincy			
			Fire/Gnd			Χ
			Agency	Simulcast	Voting	Remote
Site	Location	Address	Radio	Transmit	Receiver	Transceiver
2	Adams County Courthouse	521 Vermont	Quincy Police	X	X	Transocivei
_	Backup 9-1-1 Center	Quincy, IL	Quincy Fire	X	X	
	Motorola Centracom	Quilicy, IL	Adams Sheriff	X	X	
	Gold Elite		Adams Amb	X	X	
	Gold Litte		Adams EMA	^	X	
			Rural Fire		^	Х
			Quincy			^
			Fire/Gnd			Х
						, ,
			Agency	Simulcast	Voting	Remote
Site	Location	Address	Radio	Transmit	Receiver	Transceiver
3	ADM Facility	Audiess	Quincy Police	Hansiiit	X	Hansceiver
3	ADM Facility	Quinov II			X	
		Quincy, IL	Quincy Fire Adams Sheriff		X	
					X	
			Adams Amb		^	
			_			
			Agency	Simulcast	Voting	Remote
Site	Location	Address	Radio	Transmit	Receiver	Transceiver
4	Red Cross		Quincy Police		X	
		Quincy, IL	Quincy Fire		X	
			Adams Sheriff		X	
			Adams Amb		Х	

Site	Location	Address	Agency Radio	Simulcast Transmit	Voting Receiver	Remote Transceiver
5	Quincy Regional Airport	1645 Hwy 104 Quincy, IL	Quincy Police Quincy Fire Adams Sheriff Adams Amb		X X X	
Site	Location	Address	Agency Radio	Simulcast Transmit	Voting Receiver	Remote Transceiver
6	Adams Electric Cooperative	700 E. Wood	Adams Sheriff	Χ	Χ	
		Camp Point, IL	Adams Amb Adams EMA	Х	X X	
			Rural Fire			Χ
			A	O'mark and	Matter	Damesta
Site	Location	Address	Agency Radio	Simulcast Transmit	Voting Receiver	Remote Transceiver
7	Adams Telephone		Adams Sheriff		Х	
	Liberty Water Tower	Liberty, IL	Adams Amb Rural Fire		Χ	Χ
			Rufai File			^
			Agency	Simulcast	Voting	Remote
Site	Location	Address	Radio	Transmit	Receiver	Transceiver
8	Adams Telephone		A -1 Ol: (ff		V	
	radame receptions		Adams Sheriff		X	
	, and the second	Mendon, IL	Adams Amb		X	V
	,	Mendon, IL				Х
	,	Mendon, IL	Adams Amb Rural Fire		X	
Sito		·	Adams Amb Rural Fire	Simulcast Transmit	X Voting	Remote
Site 9	Location	Mendon, IL Address	Adams Amb Rural Fire Agency Radio	Simulcast Transmit	X Voting Receiver	
Site 9		·	Adams Amb Rural Fire		X Voting	Remote

4.9 <u>Site Installation</u>

Installation of proposed sites may be done in two phases.

Phase I would be Sites 1-6 concentrating on radios and equipment for Quincy Police, Quincy Fire, Quincy Fire/Ground, and Rural Fire. Phase I portion shall be completed with Phase II expansion considered.

Phase II would be installation of remaining radios and equipment (Adams Sheriff, Adams Ambulance, Adams EMA, and Rural Fire) for Sites 1-6 and installation of radios and equipment for Sites 7-9.

4.10 Required Responses

The following shall be included in the RFP response:

- a) VHF propagation maps for each site showing both inbound and outbound coverage considering a 5-watt portable on hip
- b) Equipment list for each site
- c) Cost breakdown for each site for equipment and cost breakdown for each site for installation
- d) Overall cost for Phase I
- e) Overall cost for Phase II
- f) Overall cost for Phase I and II if completed simultaneously if different than if completed separately
- g) Cost per year for 5-year service support
- h) Service support details and response times
- Recurring monthly costs
- j) Estimate for start and completion dates for Phase I
- k) Estimate for start and completion dates for Phase II
- I) Estimate for start and completions dates for Phase I and Phase II competed simultaneously
- m) Specific electrical requirements per site for purposes of delivering backup power
- n) List of references for entities that have contracted for similar services
- o) Respondents qualifications
- p) Alternative recommendations

SECTION 5 – PROPOSAL SUMMARY PAGE



Company Name:		
Address:		
City, State, Zip:		
Contact Person:		
Telephone #:		
Email Address:		
Reason: Multi-Site VHI	Simulcast Voting Receiver Radio System	
Total Cost for De	esign, Purchase, Installation and Delivery	\$
Total Cost for 5	years' maintenance support	\$

CERTIFICATION: The undersigned hereby certifies that this proposal will be in effect for a
period of 90 days following the proposal date. Proposer further acknowledges that
Quincy/Adams County 9-1-1 will not necessarily award proposal on proposal price only, but
will compare individual units and all proposal information to determine the choice for meeting
the overall objectives of Quincy/Adams County 9-1-1 of Quincy. Proposers shall understand
that all information requested in this specification package will be evaluated and contribute to
the selection process

SIGNATURE PAGE

RETURN WITH PROPOSAL

By signing this "SIGNATURE FORM" the undersigned bidder certifies that he or she or it is not barred from contracting with Quincy/Adams County 9-1-1 of Quincy, Illinois as a result of a violation of Articles 33 or 33E of the Criminal Code of 1961 (720 ILCS 5/1-1 et seq.).

Also, pursuant to Section 5/11-42.1-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), the undersigned bidder certifies, under oath, that he or she or it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless such bidder is contesting the liability for the tax or the amount thereof in accordance with the procedures established by the appropriate revenue act.

Failure to complete this notarized certification will result in the rejection of this bid.

(If an individual) Signature: Business Address:	(Seal)
(If a partnership) Signature: Partnership Name: Partnership Address:	(Seal)
(Names and Address	es of all members of the partnership)
(If a corporation/LLC Signature: Company Name: Company Address:	(Seal)
President/Manager Secretary/Member Treasurer/Member	
SIGNED and SWORN	to before me day of
	(NOTARY SEAL)
No	otary Public