

REQUEST FOR PROPOSALS
For Radio Maintenance/Management/Installation Services for the
Baldwin County Commission

Introduction

The Baldwin County Commission is seeking a qualified service provider to assist Communications Information Systems staff in the day to day maintenance, management and installation of various radio equipment and peripherals. This includes handheld radios, mobile radios, mobile radio antennas, Motorola Astro P-25 core and RF sites, Genesis system, and other radio related equipment. The Baldwin County Commission currently has an existing maintenance and SUAll agreement with Motorola. It is Baldwin County Commission expectations that the successful bidder will provide the labor to repair and maintain all radio related equipment not covered under these agreements. Baldwin County expects a **2-hour response time** on all outages deemed major by the Communications Information Systems department, all other outages will be handled next business day.

Scope of Work

Astro P-25 Technician

- Dedicated resource for Baldwin County Commission's Motorola Astro P-25 core and RF Sites
 - Authorized Motorola service partner with Astro P-25 certified technicians.
 - Reliable transportation capable of accessing remote sites, such as RF and Microwave sites must be provided for technician at successful bidder's expense.
- Must be available during activation of Emergency Management Agency or other events requiring P-25 support if request by Communications Information Systems staff.
- Two-hour response time on all outages deemed major by the Communications Information Systems department, all other outages will be handled next business day.
- Service Delivery Management
 - Act as customer advocate in any cases where service process escalations or exceptions need to be made.
 - Assisting customer by generating reports to be used for billing and asset control.
- Service Reporting

- Provide daily reports to Communications Information Systems staff on Core and RF Sites with any errors or issues.
- Attend meeting with Communications Information Systems and Baldwin County Commission's current maintenance provider.
- Would attend "AIRS" meeting on Baldwin County Commission's behalf if requested by Communications Information Systems staff.
- Would represent Baldwin County Commission on the "AIR" technical committee.
- If out of town or overnight travel is required all expenses would be covered by successful bidder.
- Special Events Coordination
 - Ensure interoperable communication setup for Baldwin County Commission and any other agencies during special events identified by Communications Information Systems staff.
 - Coordinate system resources for special events.
 - Manage talkgroup and ID's for special events.
 - Assign system talkgroup and ID's as needed for special events.
 - Would assist Baldwin County Sheriff's Office Dispatch with Patches as required.
- Problem Management
 - Proactively work with on-site service provider and/or customer to correct the underlying cause of repetitive incidents in the network.
 - Provide detail reports of problems discovered.
- Incident Management
 - Enhance response to all incidents in a manner that promotes restoration of normal service as quickly as possible and minimizing impact to Baldwin County Commission.
- System Resource Management
 - Manage allocation of system resources as needed for Baldwin County Commission core and RF sites (Programming channel, sites etc.).

- Performance Management
 - Verify optimal performances of Baldwin County Commission Core and RF sites reviewing validation of preventative maintenance report.
 - Advise Baldwin County Commission as needed to resolve performance issues if needed.
- 3rd party resources and vendor management
 - Coordinate 3rd party equipment repairs by working with Baldwin County Commission chosen vendors.
 - Assist in changes of 3rd party equipment and implementations.
- Fleet mapping management
 - Advise on fleet map changes.
 - Assist Baldwin County Commission's current maintenance provider with Fleet map management and keeping it up to date.
- Access Management
 - Ensure only authorized users are able to access or modify services, assets or data.
 - Manage Radio ID's for Baldwin County Commission.
 - Verify radios ID's are valid and follow fleet mapping guidelines.
 - Actively monitor for unauthorized Talkgroups, Radio ID's etc.
- Additional duties
 - Keep all FCC licenses current and up to date.
 - Keep all tower ASR's current and up to date.
 - Assure compliance with all FCC rules and regulations not specifically listed above.
 - Interface with authorized system users and applicable Federal, State and Local agencies.
 - Assist in the development and maintenance of radio communication system documentation,
 - including the development and maintenance of system schematics and procedures.

- Assist Communications Information Systems staff with the specifications of required replacement equipment.
- Assist in development and training of Communications Information Systems staff on Astro P-25 and Genesis systems.
- Perform other related duties as directed.

Radio Technician

- Install VHF/UHF equipment in a variety of Baldwin County Commission owed assets such as trucks, heavy equipment etc.
- Troubleshoot and repair VHF/UHF in newly installed and existing Baldwin County Commission owed assets
- Assist with replacement of equipment related to all Baldwin County Commission radio systems not requiring certified technician
- Additional duties
 - Keep all FCC licenses current and up to date.
 - Keep all tower ASR's current and up to date.
 - Assure compliance with all FCC rules and regulations not specifically listed above.
 - Interface with authorized system users and applicable Federal, State and Local agencies.
 - Assist in the development and maintenance of radio communication system documentation,
 - including the development and maintenance of system schematics and procedures.
 - Assist Communications Information Systems staff with the specifications of required replacement equipment.
 - Perform other duties as directed

Submission Procedures, Requirements

One (1) original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Wednesday, January 10, 2018**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted**. Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

Inquiries and Questions

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **2:00 P. M., Central Standard Time, on Tuesday, January 2, 2018**. All inquiries or questions should be consolidated by each vendor be available to vendors at Pre-Proposal Conference.

Pre-Proposal Conference

A **mandatory Pre-Proposal Conference** will be held at the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama on **Friday, January 5, 2018, at 11:00 A.M. (Central Standard Time.)** The conference will include a thorough discussion of Request for Proposal specifications and **Vendor** questions. **ALL INTERESTED VENDORS MUST ATTEND**. Vendors will not be allowed to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

Prime Vendor Responsibilities

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

Hold Harmless Provision

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the

County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

Service Provider Qualifications

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

Contractors and Subcontractors and Insurance

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

Compensation Insurance

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's

Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

Award

The County reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation/demonstration.

It is the County's intent to award the bid to one Vendor.

Contract Period

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2019 and 2020), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2018 contract with its intent to extend the contract. The prices for 2018 shall also apply to the extension period(s).

Vendor Proposal Response Form
RFP for Radio Maintenance/Management/Installation Services

Date: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Contract Person: _____

Email: _____

Phone: _____

Printed name & title of person submitting proposal

Signature of person submitting proposal

Radio Maintenance/Management/Installation Services

Astro P-25 Technician

Bid Amount: \$_____ per hour

Radio Technician

Bid Amount: \$_____ per hour

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("Contract") is made and entered into by and between the County of Baldwin acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY") and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - i. COUNTY: Baldwin County, Alabama
 - ii. COMMISSION: Baldwin County Commission
 - iii. PROVIDER:
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Necessary Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein. PROVIDER agrees that the COUNTY is acting in full reliance on this representation and that the COUNTY does not necessarily possess the expertise to ensure that PROVIDER does in fact possess same.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

- XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified contractor. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposal (RFP),”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or requirements listed/stated in the Request for Proposal (RFP) for Radio Maintenance/Management/Installation for the Baldwin County Commission. ”

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY, or designees, as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out herein.

- XVII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XIX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____.” Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expense associated with those directly engaged in performance of the requested services.
- XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXI. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. This Contract may be extended for up to two (2) additional twelve (12) month periods, with the written consent of both parties. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. Provider shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Provider shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability

coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

- XXIV. Number of Originals. This Agreement shall be executed with three (3) originals, both of which are equally valid as an original.
- XXV. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVI. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

FRANK BURT, JR., Chairman /Date

RONALD J. CINK, /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and seal on this the ____ day of _____, 2018.

Notary Public
My Commission Expires

PROVIDER:

Insert Provider Name

By _____/Date_____

Its _____

Notary Page to follow

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of _____ .

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public

My Commission Expires