

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6310

EMERGENCY COMMUNICATIONS

PROJECT CONSULTANCY

SERVICES

FOR

Washtenaw County 800 MHz

Project Oversight Committee

Prepared by:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N Main
Ann Arbor, MI 48107

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Purchasing Manager
(734) 222-6760





WASHTENAW COUNTY SUPPORT SERVICES DEPARTMENT

Facilities Division

P.O. Box 8645, 110 N Fourth Ave, Ann Arbor, MI 48107-8645
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REQUEST FOR PROPOSAL # 6310

October 9, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Support Services Infrastructure and Planning Department is issuing a Request for Proposal (RFP) #6310 to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the 800 MHz Project Oversight Committee for emergency communications project consultancy services. The goal of this request is to receive information from emergency communications consulting firms interested in working on the future 800 MHz project. This project received voter approval in the form of a millage to construct towers and purchase equipment to migrate all County police, fire, and EMS agencies on to the Michigan Public Safety Communications System.

Sealed Proposals: Contractor will deliver **three copies (3)**, the **original and two (2) copies**, (one copy unbound and suitable for photocopying) to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

By 2:00 p.m. on Thursday October 26, 2005

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use a self-addressed label or the envelope should be clearly marked "**SEALED RFP #6310**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at 734-222-6760 or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Jerry Zapolnik at 734-477-6441 or jzapolnik@hva.org

Thank you for your interest.

PROPOSAL INFORMATION

| | | |
|--------------------|------------------------------|--|
| Definitions | “Bidder” | an individual or business submitting a bid to Washtenaw County |
| | “Contractor” | one who contracts to perform services in accordance with a contract |
| | “Consultant” | one who performs the services in accordance with the contract |
| | “Sub-contractor” | one who enters into contractual arrangements with the contractor in order to perform specific tasks related to the project |
| | “County” | is Washtenaw County in Michigan |
| | “Oversight Committee” | is the 800 MHz Project Oversight Committee |
| | “MPSCS” | is the Michigan Public Safety Communication System |

PROPOSAL TERMS:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, three copies (3), the original and two (2) copies, (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be

crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. A standard Washtenaw County Services Agreement will be executed between Washtenaw County and the consultant (see Appendix A). Washtenaw County reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Oversight Committee's sole judgment, the best interests of Washtenaw County will be so served.

PROPOSAL SPECIFICS:

I. Project Purpose

The intent of this document is to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the Oversight Committee for consultancy services related to emergency communications project. In May 2006, County voters approved a millage to allow for all police, fire and EMS agencies to have interoperable communications equipment and to enhance coverage in the County. The agency that led this effort was the 800 MHz Consortium – a group of police, fire and EMS agencies that explored various options and produced a business plan that recommended that all police, fire and EMS agencies migrate to the Michigan Public Safety Communications System. To do so requires the construction of additional radio towers, the purchase of consoles and other equipment, and the purchase of radios for emergency responders.

The County Board of Commissioners established the 800 MHz Project Oversight Committee to oversee and manage this project. Members include the 800 MHz Executive Committee, who represent police, fire and EMS interests, the County Administrator, who chairs the Oversight Committee, and the County Finance Director. County staff within the Support Services Infrastructure and Planning Department supply project support to the Oversight Committee. The Board of Commissioners has issued a notice of intent to sell bonds to fund capital expenses associated with the project.

The Oversight Committee has established four key components to the success of the project:

- Site selection for the construction of additional towers;
- Tower construction, which must meet MPSCS specifications;
- Backbone equipment, including microwave equipment, existing site upgrades, engineering, and system integration;
- End user equipment, including the purchase of radios for first responders.

II. Scope of Work

An overall project plan is currently in development. It is anticipated that the length of time for the project will be approximately 18-24 months. The Oversight Committee is seeking consultancy and assistance with:

- Reviewing MPSCS standards and ensuring that specifications are addressed in the project plan;

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- Reviewing cost estimates by sole source providers and assisting with negotiations;
- Researching similar projects and identifying potential efficiencies that can be realized;
- Review future RFP's for end user equipment associated with the project and advising the Oversight Committee on vendor selection process;
- Assisting the Project Oversight Committee with site acquisition for the construction of additional radio towers;
- Drafting of appropriate communications to various stakeholders;
- Providing recommendations on frequency allocation for remaining stakeholders;
- Provide assistance and recommendations on frequency acquisition for MPSCS system for Washtenaw County.

III. Project Control

1. The consultant will meet with selected representatives on a regular basis or as determined necessary by the Oversight Committee to review progress and provide necessary guidance and feedback to the Oversight Committee to assist in solving problems which may arise.
2. Although there will be continuous liaison with the Oversight Team, Support Services Infrastructure and Planning staff will meet as often as required with the consultant's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The consultant will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
4. Within 10 working days of the award of the contract, the consultant will submit to the Oversight Committee for approval a work plan, which includes the following:
 - a. The consultant's names and titles of personnel assigned to the project
 - b. The project breakdown showing subprojects, activities and tasks
 - c. The time-phased plan for completing the project

IV. Submittal Process and Details

Proposals are sought from firms with recognized expertise in Emergency Communications projects. Proposals should include the following:

1. Consultant's name, address, and name of primary contact person.
2. A description of the specific staff that will comprise the project team for this assignment.

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3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with public sector work especially around emergency communications equipment.
5. Estimated time commitment for each staff person as a percentage of the total time to complete the work.
6. Expected workload during the project period, (i.e., readiness to serve).
7. Evidence of ability to work within tight time constraints and within or under the projected budgets.
8. Location and availability of intended subcontractors.
9. List of client references.
10. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the proposal.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. The Project Oversight Committee will review the submitted proposals and will select firms to meet with in an interview format, to discuss the project and consultant qualifications, in greater detail. The selected consultant will meet with the County to negotiate compensation for the project, and prepare a contractual agreement between the County and the consultant, as soon after the final selection as is reasonable.

VI. Preliminary Schedule

A project schedule shall be provided demonstrating the time elements in weekly intervals. This project schedule must consider all major elements and their relations, as described in the Scope of Services.

Please submit your proposal to meet the following proposed schedule:

| | |
|------------------------|------------|
| RFP sent out | 10/9/2006 |
| Deadline for Proposals | 10/26/2006 |
| Candidate Interviews | 11/13/2006 |
| Bid Awarded | 11/20/2006 |
| Contract Issued | 11/27/2006 |
| Kick off Meeting | 12/4/2006 |

Appendix A
PROFESSIONAL SERVICE CONTRACT
(NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 2006, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("**Contractor**"). In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers, employees, and members of the 800 MHz Project Oversight Committee from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or

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advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO: WASHTENAW COUNTY

By: _____ By: _____
Lawrence Kestenbaum (DATE) Robert E. Guenzel (DATE)
County Clerk/Register County Administrator

APPROVED AS TO CONTENT: CONTRACTOR

By: _____ By: _____
Gordon Burger (DATE) (CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel