



J. Gary Via, CPPO
Director of Purchasing

*City of Danville
Virginia*

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REQUEST FOR PROPOSAL

07/08-162

"IPICS Maintenance and Operability"

1.0 GENERAL CONDITIONS

1.1 Intent

It is the intent of this "RFP" to secure a vendor to complete the Internet Protocol Interoperability Communication System (IPICS) integration to create an interoperable system among multiple jurisdictions.

1.2 Deadline

Sealed proposals shall be submitted no later than Monday August 11, 2008 at 5:00 PM to:

City of Danville
Purchasing Department
Attn.: J. Gary Via
427 Patton Street
Danville, VA 24541

1.3 Questions

Any questions concerning this Request for Proposal should be directed to J. Gary Via (434) 799-6528, viajg@ci.danville.va.us. Technical questions should be directed to Dean Hairston (434) 799-6500, hairstd@ci.danville.va.us, no later than June 30, 2008.

1.4 Code Compliance

This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543. The City of Danville does not discriminate against faith-based organizations.

1.5 Equal Opportunity

During the performance of this contract, the Vendor agrees as follows:

1.5.1 The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.5.2 The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

1.5.3 The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.

1.5.4 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.

1.5.5 The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

1.6 The City of Danville does not discriminate against faith-based organizations

1.7 Drug Free Work Place

During the performance of this contract, the Vendor agrees to

- a. Provide a drug-free workplace for the Vendor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance

- or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace
 - d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.8 Proposals Binding Ninety (90) Days

Unless otherwise specified all formal proposals submitted shall be binding for ninety (90) calendar days following closing date unless extended by mutual consent of both parties.

1.9 Permits

The Vendor shall, at his own expense, secure any business or professional licenses, permits, or fees required by the City of Danville or Commonwealth of Virginia.

2.0 CODES & STANDARDS

2.1 The Vendor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each.

3.0 SCOPE OF SERVICES

3.1 This statement of work includes all efforts required to maintain system operability of the Danville IPICS system for one (1) year. As Phase 1 of the contract, Vendor will convert the project from a pilot state to an operational state for the following agencies (assumes that each agency has the necessary hardware and network connectivity). Phase II will consist of the on going technical support for 1 year to include the following agencies:

Danville Police
Danville Fire Department
Danville EMS
Danville Utilities

Caswell Sheriffs Department, NC
Caswell County Fire Services
Caswell County EMS
Pittsylvania Sheriff's Department, VA
Pittsylvania Fire Services
Pittsylvania EMS
Virginia State Police
North Carolina Highway Patrol

Other agencies can be added via a change order to the contract on a case by case basis.

The scope of work can be broken into the following stages:

Phase I

- Document current network configuration and create network diagrams
- Update current procedures for seamless setup and teardown of VTG's/Bridges
- Configuration of E&M port on Cisco LMR router that connects to dispatch console in Pittsylvania County
- Resolve "beeping intercom" issues
- Configuration of E&M port on Cisco LMR router that connects to donor radio in Caswell County
- Create Training Materials and deliver training to participants from Danville, Salem, VA, Caswell County, Pittsylvania County, and Greensboro, NC

Phase II

- Initiate 1 year of maintenance and support. Vendor will provide a toll free number for the Vendor Call Center for customer support. This will enable Danville to obtain support from an on-call engineer familiar with your system. Vendor will also provide 1 IPICS software upgrade per year if available (assuming Danville maintains software support from Cisco for IPICS.) Minor changes to system configuration are also supported. Minor changes to the system include reconfiguration of existing radios, routers or responding to outages. Major Changes would be defined as adding additional radios or sites and would need a change order to implement.

Deliverables

- System Operations Manual
- Network Diagram
- Acceptance Test Plan
- Acceptance Test Report
- Training Class and Materials

Updated Maintenance and user Training will consist of 2 hours of training for system administrators and 2 "train the trainer" end-user classes of 2 hours each. Training will be scheduled for the same week as the Commonwealth Radio and BIM Installation.

3.2 Schedule: The schedule will be negotiated upon award. VENDOR will work to meet Danville's requirements. The schedule for upgrading the pilot project to an operational project is highly dependant the availability of the Commonwealth Radio's installation schedule.

3.3 Operational Readiness: Before the pilot project can be converted to an operational state, Danville will need to:

- Purchase one donor radio for Caswell County – This will simplify the operational procedures as well as limit the chance of audio feedback
- Purchase one BIM card for Pittsylvania County. This will simplify the operational procedures as well as limit the chance of audio feedback
- Contract with the local Radio shop to perform installation of Caswell County Radio (4 Wire Tone) and Pittsylvania County Console BIM to respective LMR routers.

3.4 Assumptions: In order to convert the pilot project to an operational state and provide ongoing support, Danville will be responsible for the following:

- City of Danville will maintain current SmartNet and SAS contracts for their Cisco hardware and software. We have included Smartnet and SAS in this quote.
- T-1 lines are operational and functional
- Danville will directly contract with Commonwealth Radio for their services and equipment
- Provide access to facilities at pre-arranged times
- Provide access to organizational personnel, or their designee, familiar with the configuration and operation of the radio systems being integrated within the system
- Provide facilities for testing and training in Danville, VA
- System acceptance will be based on a test plan provided by VENDOR

3.5) Pricing

Provide costs for providing all services as listed above. Costs to be detailed as:

Phase I - services includes
 As built documentation
 System Optimization
 Training

Phase II – One (1) year maintenance including
 Technical support
 Hardware maintenance
 Software maintenance

4.0 VENDOR'S RELATIONSHIP TO THE CITY

4.1 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

4.2 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools and equipment.

5.0 RESPONSIBILITIES OF THE CITY

5.1 The City designates Dean Hairston, to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the Vendor's services for the Project.

5.2 Shall assist the Vendor by placing at his disposal all available information pertinent to the Project.

5.3 Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this Agreement.

5.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

5.5 Give prompt written notice to the Vendor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Vendor's services.

6.0 INDEMNIFICATION

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor's subcontractors. Vendor shall procure and maintain, at Vendor's own cost and expense, any additional kinds and amount of insurance that, in Vendor's own judgment, may be necessary for Vendor's proper protection in the prosecution of the work.

b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Vendor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Vendor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to

persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

7.0 INSURANCE

The Vendor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Vendor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder.

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive

Premises – Operation

Products/Completed Operations Hazard

Contractual Insurance

Independent Vendor and Subcontractor

Broad Form Property Damage

Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles

Non-owned Vehicles

Hired Vehicles

d. Umbrella Policy: At the option of the Vendor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

7.0 EVALUATION PROCEDURE

Proposals will be evaluated based on 1) Price, 2) Ability to perform, 3) Expected quality of service, and 4) Credit quality.

Respondents may send questions by e-mail as indicated in part 1.3, which may be answered by Danville staff. A selection committee shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meeting Danville's needs, short-listing procedures will narrow the list to the two or more best qualified firms. Danville expects to ask for references related to quality of service and ability to deliver, after choosing the top contenders. Each of these firms may then be invited to an interview at which time each firm will be given an opportunity to present its proposal and to answer questions of the selection committee.

8.0 AWARD PROCEDURES

The selection committee will make a recommendation of the top-ranked respondent. Danville may elect to make award without conducting formal interviews if one firm is determined to be the most qualified.

9.0 PROPOSALS (4 COPIES REQUIRED)

Proposals should include the following information in the order detailed.

9.1 Letter of Transmittal

Limit two (2) pages. Make a positive commitment to perform the required work within the time period requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your firm, their title, and telephone number.

9.2 Firm Experience

A short summary indicating your experience and ability to perform. Indicate prior experience of your firm in performing work of this nature especially for public agencies (include references).

9.3 Financial Stability

Submit statement of credibility and proof of financial stability

9.4 Cost

Indicate total fees or prices required to provide scope of services as detailed.