

Request for Proposal (RFP)

**FoxComm -Public Safety Communications Voice and Data
Radio Procurement Project-Consultant Services**

Response Deadline

February 12, 2010

4:00 p.m. CDT

To:

**Karen Carlson, FoxComm
c/o Calumet County
206 Court St., Chilton, WI 53014**

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1. Background

FoxComm is a regional partnership for public safety communications consisting of Calumet, Outagamie and Winnebago counties located in Northeast Wisconsin. Over 25 law enforcement agencies, 57 fire, 29 EMS districts and 3 E9-1-1 communications centers are represented within this three county system.

The mission of FoxComm is to provide to all municipalities within the counties, reliable and responsive communications between fire, police, rescue, emergency medical and emergency government services. The current systems provided by FoxComm are a shared computer aided dispatch system, automatic vehicle location services, reporting tools, connection to mobile data computers within the law enforcement, fire and EMS vehicles, query tools to retrieve data on perpetrators from state and national databases and local records management systems and standardization of equipment and procedures.

In March 2007, the FoxComm Fiscal Advisory Board, made the decision to continue expanding the communication services offered to include a common, shared voice and data radio system. After a review by a private consultant and many public safety users, FoxComm will be procuring a regional 700 MHz trunked radio system, 800 MHz high speed data and VHF fire paging system with a goal of complete deployment by the end of the year 2012. A copy of the consultant's report can be access from the FoxComm website: www.foxcomm-wi.com, Voice and Data Radio Tab. This report includes data for the counties of Brown, Calumet, Outagamie and Winnebago. For your response, the data for Brown County should not be considered. Additional user group reports will be available upon request. The future system will provide a regional system with the essential tools for responders to adequately respond upon demand with little to no intervention. The system will provide a foundation for redundancy and it also will allow for voice communication backup from one communication center to another. It will provide seamless communication to mutual aid agencies across county lines within the region. This investment will increase voice and data interoperability, expand coverage and provide redundancy for emergency response and communication systems of the counties and the agencies within. This project impacts public safety by allowing responders to have more responsive, reliable systems which will allow them to be more productive and effective at serving the citizens of the counties of Calumet, Outagamie and Winnebago.

The Project to replace the existing communications systems and meet the end of 2012 FCC narrow-band mandate is expected to begin in 2010 with the release of an RFP to the communications vendors. Proposal Evaluation and Contracts will then be completed so implementation can begin in 2011. The Fixed Network Equipment (FNE) build-out would be completed in 2011. Subscriber unit programming, installation and user training would be scheduled so dispatch cut-over could occur in 2012.

2. Project Overview

FoxComm is soliciting proposals to provide professional consulting services to assist with procurement of a system that addresses our agencies long term public safety communications and interoperability needs. The selected vendor will guide and assist the County(s) in selecting a vendor to meet these needs. The vendor will assist with developing an RFP, proposal evaluation, and contracting.

The objective of these services is to insure that Counties and our partner agency

interests are represented during each phase of the vendor selection process.

3. Independent

The firm must be independent and not engaged in or associated with the business of selling, servicing or renting radio communications equipment. Respondents must clearly certify the independence of the consultant as part of the proposal response.

4. Tentative Calendar of Events

Project # RFP distributed by FoxComm	January 5, 2010
Date for last questions	January 29, 2010
Questions answered on website	February 5, 2010

Project # RFP Due Date (4:00 PM)

February 12, 2010

Oral presentations by selected vendors (if required)

March 1, 2010

Vendor Evaluation Complete

March 5, 2010

5. Contract Term and funding

The contract shall be effective on the contract execution date and is expected to last approximately two years when all phases of the contract are completed.

6. Questions

All questions related to this RFP **must be in writing** and received by FoxComm no later than **4:00 p.m. local time, January 29, 2010**. E-mail questions to Carlson.Karen@co.calumet.wi.us. Clearly mark the e-mail: **“Questions for Public Safety Communications Voice and Data Radio Procurement Project-Consultant Services.”** Phone call and faxed questions will not be accepted.

Answers to all written questions will be issued in the form of an addendum and entered on the Calumet County website (<http://www.co.calumet.wi.us>) on February 5, 2010, no later than 4:00 p.m. local time. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website only, can be made to (920) 849-2361 ext. 599.

Questions received after January 29, 2010 will not be answered.

7. Proposal Delivery Details

One (1) original and six (6) exact copies of the proposal are due on **February 12, 2010 by 4:00 p. m.** local time at FoxComm, c/o Calumet County. Proposals **must be stamped in** by the due date and time per the electronic time stamp at the FoxComm Office. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the **only** time that will be used.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X, etc.:

FoxComm c/o Calumet County
206 Court St.
Chilton, WI 53014

8. RFP Response

Proposals should be typed and submitted on 8.5 by 11 inch paper and bound securely. Use the following organization for the proposal:

1. Introduction/Cover Letter
2. Organizational Capabilities
3. Staff Qualifications
5. Experience/References
6. Project Schedule
7. Response to Requirements
8. Cost Summary
9. Any additional material or brochures

9. General Proposal Requirements

- 9.1 Introduction/Cover Letter. State the full name and address of your organization, including the name, address and telephone number of the person in your organization who has the primary responsibility for developing this proposal and to whom technical questions can be addressed.
- 9.2 Organization Capabilities. Provide an overview of the firm and the kinds of projects you have provided consultant services for.
- 9.3 Staff Qualifications. Proposals shall identify each member of the consultant's staff who would be assigned to work on this project and the role they will be performing. A resume stating the background and qualifications of each individual named should be attached. Particular attention shall be given to the individual named as the project coordinator.
- 9.4 Experience/References. Proposals shall include a description of the firm's overall experience in handling projects similar in character or scope to this project. A list of references of similar projects from at least three different projects, including the customer name, address, project value, telephone number and contact person shall be included in the proposal. Use the Reference Data Sheet provided at Attachment B. The County expects to contact the references listed to determine the quality of work performed and personnel assigned to the project. The results will be provided to the evaluation team and used in scoring the proposals.
- 9.5 Project Schedule. As part of this proposal the vendor must submit a proposed project schedule. The vendor must identify all assumptions and constraints on which the project schedule is based. Prepare an estimate of hours for the project.
- 9.6 Requirements. The following requirements must be addressed in the project description and schedule.
 - 9.6.1 Provide an explanation of your understanding of the tasks believed to be necessary to accomplish the objectives outlined in the RFP.
 - 9.6.2 Discuss the overall approach the consultant proposes to use with this project.
 - 9.6.3 Demonstrate a working knowledge of current state-of-the-art and legacy public safety radio systems and how they interoperate.
 - 9.6.4 Describe the firm's engineering practices and ability to understand and develop coverage test methodology and interpret test results.
 - 9.6.5 Experience assisting clients in effectively negotiating contracts and resolving disputes.
 - 9.6.7 Experience with warranty terms and conditions that might invalidate warranty terms.

- 9.6.8 Illustrate firm's trunking and simulcast radio system design experience.
- 9.6.9 Demonstrate experience acting as a liaison between contractors and local jurisdictions.
- 9.6.10 Knowledge of major project funding and basic accounting principles.
- 9.6.11 Experience with environmental regulations, archeological requirements, FAA approval process, FCC license application process, electrical and building codes.
- 9.6.12 Draft an RFP to the communications system vendors using the needs analysis supplied by the County. Give examples of projects where this was done and estimated staff time required to produce it.
- 9.6.13 Assist and perform a technical and pricing evaluation of each proposal and rate the proposals with the County's Evaluation Committee. Present and discuss that evaluation as required.
- 9.6.14 May be asked to assist the County with technical details in negotiating a contract with the successful vendor/vendors. Evaluate contract items, such as warranty terms. Include this item as an option.
- 9.6.15 Assist the County during the detailed design review with the vendors.

10. Cost Proposal

We expect the proposal to contain an estimate of cost for each phase of the project as described in the general requirements above. Cost proposals are to be submitted separately in a sealed envelope using the Cost Proposal Worksheet at Attachment A.

11. Proposal Selection

Accepted proposals will be reviewed by an Evaluation Committee and scored against the stated criteria. This scoring will determine the ranking of consultants based upon their written proposals and references. If the team determines that it is in the best interests of the County to require oral presentations, it will invite the highest ranking vendors to make such presentations. The final ranking will be based upon the total scores including the oral presentations.

Proposals will be evaluated based on a weighted point system as identified below.

Rejection of proposals: FoxComm reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

Specifications	Points
1. Overall Approach to the Project	5
2. Qualifications of Firm and Staff	10
3. Experience	10
4. Project Schedule	20
5. Scope of Work	30
6. Cost	20
7. References	5
Total Points	100

13. Award

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive proposer. Alternatively, the top scoring proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked again, with the award going to the firm with highest score.

14. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. FoxComm reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of the County.

15. Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly identified in the proposal and identified on the attached Designation of Confidential and Proprietary Information form found at attachment B. Proprietary information submitted in a proposal will be handled in accordance with applicable Wisconsin State Statutes. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of FoxComm to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure in the opinion of FoxComm. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. FoxComm shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

16. Independent Contractor Status

The selected contractor shall function as an independent contractor and will be responsible for any federal or state taxes applicable to this contract and for complying with the requirements of all federal and state laws pertaining to income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the contractor will not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance or Retirement System benefits under this contract except for the benefits provided by the contractor.

17. Other

State of Wisconsin Requirements: This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Calumet County is an Equal Opportunity Employer.

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances and Standards.

Taxes: Calumet County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

Attachment A
Cost Proposal

**FoxComm -Public Safety Communications Voice and Data Radio Procurement
Project-Consultant Services**

Submitted by: _____ **Date submitted:** _____

Title: _____

Signature: _____

Provide Overall Costs and estimated number of hours for deliverables.

RFP Development: **Cost \$** _____ **Est. Number of Hours** _____

Proposal Evaluations: **Cost \$** _____ **Est. Number of Hours** _____

**Option: Contract Development /
Negotiation**

Assistance:

Cost \$ _____ **Est. Number of Hours** _____
 _____ _____

Miscellaneous Fees:

Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____

Total proposal Cost **\$** _____ **Est. Hours** _____

Attachment B

Reference Data Sheet

**FoxComm -Public Safety Communications Voice and Data Radio Procurement
Project-Consultant Services**

Provide a current list of comparable references for which your company is providing or has recently provided Consulting Services for similar projects both in scope and size as per Section 2.3. Include dates, a specific contact person, title and telephone number. The references provided should be for services provided from the office that would be servicing this contract.

Company Name: _____
Project: _____
Address: _____

Telephone: _____
Contact Person: _____

Company Name: _____
Project: _____
Address: _____

Telephone: _____
Contact Person: _____

Company Name: _____
Project: _____
Address: _____

Telephone: _____
Contact Person: _____

Company Name: _____
Project: _____
Address: _____

Telephone: _____
Contact Person: _____

Company Name: _____
Project: _____
Address: _____

Telephone: _____
Contact Person: _____

Attachment C
Designation of Confidential and Proprietary Information

The attached material submitted in response to **FoxComm -Public Safety Communications Voice and Data Radio Procurement Project-Consultant Services** includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD CALUMET COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

Attachment D

Appeals Process

**FoxComm -Public Safety Communications Voice and Data Radio Procurement Project-
Consultant Services**

To: Vendors

RE: Calumet County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a bid or quote.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) the item price is \$5000 or more or the total order is \$10,000 or more, and
- c) vendor selection was based on factual errors, or
- d) the lowest price vendor was not selected, or
- e) failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Calumet County Internal Auditor
206 Court St.
Chilton, WI 5014

Attachment E
Addendum Acknowledgement
FoxComm -Public Safety Communications Voice and Data Radio Procurement Project-
Consultant Services

The undersigned acknowledges receipt of the following addendum:

Addendum #1_____	Initials_____
Addendum #2_____	Initials_____
Addendum #3_____	Initials_____
Addendum #4_____	Initials_____
Addendum #5_____	Initials_____

The undersigned agrees with the following statement:

I have examined and carefully prepared the Bid/RFP/quote from the plans and specifications and have checked the same in detail before submitting the Bid/RFP/quote to Calumet County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name_____

Signature

Date_____

If this Bid/RFP/quote is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.calumet.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of Bid/RFP/quote due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Calumet County, of all addendums issued with-in 3 business days prior to due date. If bid/rfp/quote has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New Bid/RFP/quote must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP/quote's that do not acknowledge addendums may be rejected.

All proposals and bids submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed Bids/RFP/quotes that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

Attachment F
Insurance Requirements
FoxComm -Public Safety Communications Voice and Data Radio Procurement Project-
Consultant Services

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Calumet County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Calumet County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

(1) Worker's Compensation Insurance and Employers Liability.

State statutory workers' compensation Limits Employer Liability, \$100,000 each accident.

(2) Comprehensive General Liability (Occurrence Form).

- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

(3) Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles. Limits of Insurance \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability.

Limit of Insurance \$1,000,000 per occurrence

Additional Insured

The Contractor agrees that the Comprehensive General Liability and Business Automobile Liability insurance policies shall be endorsed to name Calumet County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give

notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Calumet County on all policies required under this requirement.

Cancellation Notice

FoxComm will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to “FoxComm” prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer’s authorized representative. The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County. The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to FoxComm prior to the execution of the contract.

FoxComm
c/o Calumet County
206 Court St.
Chilton, WI 53015

Questions

If any of the insurance requirements cannot be met, please contact the Calumet County Human Resource Risk Administration to explain what coverage’s you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on. Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Calumet County shall be named as an additional insured with respects to liability coverage’s other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage’s shall be placed on file with the County prior to commencement of work under this contract. ****