

PROPOSAL REQUEST

For

Backup Simulcast P25 Phase II Trunked Radio System

For the

Northwest Central Dispatch System and the Northwest Central 9-1-1 System



January 04, 2023

Introduction

The Northwest Central Dispatch System and the Northwest Central 9-1-1 System (hereinafter referred to as "NWCDS"), 1975 E. Davis Street, Arlington Heights, Illinois, is seeking proposals from firms qualified to design and build a 4 site, 6 channel trunked radio system that will serve as a backup to our primary communications system.

Background

NWCDS is an intergovernmental cooperative serving twelve communities with a population of 500,000. Currently, NWCDS is part of a statewide radio system and is looking to implement a backup system for our police and fire agencies. NWCDS answers 9-1-1 calls and dispatches Police, Fire & EMS for our member agencies. More information can be found at www.NWCDS.org.

Proposers Background, Qualifications, and Experience

Proposers should use this section to explain why their firm is the best choice for *NWCDS*. This section must contain the following:

Compliance: what requirements and safeguards does your organization employ to establish and maintain full compliance with regulations such as CET, OSHA, NEC, State & Local Codes?

References: provide a list of references of similar jobs to the one you will be proposing for *NWCDS*.

Risk Management: what kind of business insurance coverage do you have to protect against error and omissions, bodily injury, property damage, and theft or disclosure of confidential information? Does your policy provide true worldwide coverage to protect your company?

Qualifications: what qualifies your firm to design and build a public safety radio system.

Scope Statement

NWCDS is seeking to implement a 6 channel, 4 site simulcast P25 trunked radio system in the 800 MHz spectrum. This system must comply with the CAI (Common Air Interface) Project 25 Standards.

- **Protocol:** APCO P25 Phase 1 and Phase 2 Trunked
- **Frequency Band:** 700 MHz and/or 800 MHz
- **Multisite Configuration:** Simulcast
- **Site Count:** Four (4)
- **P25 Channels:** Six (6)
- **P25 User Count:** Licensing for a minimum of 5000 users

Bidders will be required to submit a complete proposal that includes the following information:

- System design (must include power requirements, BTU output, site drawing, RF coverage maps [individual sites and all sites combined])
- Itemized pricing for all individual components, no lump package pricing
- Include all licensing and other fees that are necessary to operate the system.
- training

The system shall have the ability to have multiple controllers should any one single site go down; the system shall remain fully operational with the remaining sites. The system shall include a software management tool that allows for the management of the system. The management tool shall include the following features:

- Comparator view
- Simulcast manager
- Ability to add, modify or delete talkgroups
- Ability to add, modify or delete radio IDs
- Ability to see the health of all system components
- Ability to add or remove components at each site
- Ability to inhibit and un-inhibit radios
- Include Dynamic Regrouping
- System viewer that allows system manager the ability to see which radios are affiliated to a particular talkgroup.
- Ability to create multiple reports on all data contained within the software management tool.

It is recognized that certain common, trunked radio system features such as failsoft, embedded GPS position on emergency or PTT, over-the-air programming, etc. are not adequately addressed by existing P25 standards. The Proposal shall describe recommended proprietary features and associated user radio capability considerations. Further, the manufacturer shall make all reasonable efforts to comply with future P25 standards that address these and other proprietary features. It is anticipated that the equipment manufacturer will make system software/firmware updates and enhancements available from time to time. Any available system updates that address compliance with P25 standards for features included in this offering shall be provided to NWCDS and installed by the Contractor at no cost during system implementation and the Initial Warranty Period.

The proposed system shall have the ability to deliver GPS location information to our Computer Aided Dispatch software in a similar fashion to our primary radio system.

EQUIPMENT

NWCDS will provide Network Backhaul, Power, Antennas, feedline, and other associated tower site work. Bidders must include the following equipment in their proposals:

- One (1) 6 Channel 800 MHz combiner per site
- Appropriate number of racks to accommodate site designed equipment
- Site router/switch to connect all system components that will hand off to backhaul router.

BACKHAUL

The backhaul for all 4 sites and dispatch sites will be provided by NWCDS. The backhaul will utilize IP ethernet connectivity.

WARRANTY

The system shall include options for a 5-year warranty, 10-year warranty, and hardware replacement for extended warranty periods.

Please include pricing for advanced replacement for all system components.

General Requirements

Proposals, bids, or responses will be accepted by NWCDS no later than 1:00 p.m. (local time), **February 15, 2023**. Every proposal must be enclosed in an envelope clearly marked **NWCDS Backup Radio System** and shall include three (3) copies or sent electronically with the proposal title in the subject field.

All questions, requests, bids, responses, and proposals shall be submitted to the following address:

Brian Drake, Deputy Director – Support Services
1975 E. Davis Street
Arlington Heights, IL 60005
(847) 590-3410
bdrake@nwcds.org

All timely responses shall be reviewed by NWCDS prior to acceptance/contract award. Responses may be hand delivered, emailed or sent by mail, and must address the specifications set forth in this request. Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. When the contract is awarded, all proposals will be subject to the Illinois Freedom of Information Act and the proposals will be available to the public. Provider shall acknowledge compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01-12.

Timeframe

The timeframe for all responses must be complete and in possession of NWCDS by 1:00 p.m. (local time) on **February 15, 2023**. Proposals will be opened at an unspecified time after the February 15th deadline of 1:00 p.m. (local time). Each submission/proposal must be complete. Any incomplete responses will be rejected. All respondents will comply with this RFP as a basis for the award of a contract.

Approval

All proposal responses must remain valid for a period of no less than twelve (12) months.

Insurance Requirements and Liability

The PROVIDER shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the NWCDS from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the PROVIDER and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

The PROVIDER shall also maintain professional liability insurance to protect the NWCDS against the negligent acts, errors, or omissions of the PROVIDER and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

The PROVIDER's insurance coverage shall be for not less than the following limits of liability:

1. *Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence;*
2. *Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;*
3. *Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and*
4. *Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.*

The PROVIDER shall, upon request at any time, provide NWCDS with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name NWCDS as an additional insured.

Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Illinois.

As between PROVIDER and NWCDS, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement. **There will be no exceptions to the insurance requirement.**

Contract Nullification

NWCDS may, at any time, nullify the agreement if, in the judgment of NWCDS, the provider has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the provider(s), but no further sums shall be owed to the provider(s). The agreement between NWCDS and the PROVIDER is contingent upon approved annual budget allotments, and is subject, within fifteen (15) days notification, to restrictions, or cancellation if budget adjustments are deemed necessary by NWCDS.

Payments

Invoices that are submitted by the awarded provider are required to provide accurate and current addresses. Payment terms shall be specified in the proposal response, including any discounts for early payment. NWCDS discourages the practice of picking up checks in person, unless there is an emergency situation.

Invoices are to be submitted to:

Terri Svec,
Finance Manager
Northwest Central 9-1-1 System
1975 E. Davis Street
Arlington Heights, Illinois 60005

Invoicing & Terms of Payment: The provider must provide an invoice upon completion of the specified requested services, and acceptance by NWCDS and indicate payment terms and any prepayment discounts.

Public Safety Customer Base

This section will describe the provider's current public safety customer base. Include a minimum of five (5) detailed references, outlining for each:

- Contact name, title, address, phone number
- Service Population
- Date of work completed

Also, include a list of all public safety customers.

Selection Procedure

NWCDS will evaluate the responses based on experience with government public safety entities, qualifications, and pricing structure. Companies may be required to interview with NWCDS before signing an agreement to provide services. NWCDS reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposal does not commit NWCDS to award a contract, to pay any costs incurred in preparation of a response to this Request, or to procure or contract for services or supplies. NWCDS reserves the right to accept or reject any and all responses received as a result of this Request, or cancel this Request in part or in its entirety if it is in the best interests of NWCDS to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent or director of NWCDS for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

Respondents shall be capable of providing the highest quality level of service, performed by trained personnel.

Submittal Requirements

To be eligible for consideration 3 copies of the response must be received by NWCDS no later than 1300 Central Time, February 15, 2023. Proposals can be submitted via U.S. Mail or sent electronically or other delivery method. Proposals delivered via U.S. Mail or special delivery should have the exterior of all proposal packages labeled with the proposal title. Proposals submitted electronically should contain the proposal title in the subject field. Late submittals will not be considered and will be returned to submitter unopened. NWCDS will confirm receipt of proposal upon request.

The package should be marked:

Northwest Central Dispatch System
Backup Simulcast Trunked Radio System RFP
1975 E. Davis Street
Arlington Heights, IL 60005
Attn. Brian Drake

Proposals must include a signed cover letter offering to provide services. Unsigned proposals will be rejected.

Questions and Inquiries

It is the policy of NWCDS to accept questions and inquiries in writing (and/or e-mail-fax) from proposers. Answers will be given in the form of a written addendum to the RFP, which will be posted on our website, and shall be binding unless modified in subsequent written addenda. Oral explanations or instructions given over the phone prior to the proposal submission date shall not be binding.

All written questions must be directed to the individual designated below:

Brian Drake
Deputy Director – Support Services
Northwest Central Dispatch System
1975 E. Davis Street
Arlington Heights, IL 60005
PHONE: 847-590-3410
FAX: 847-590-3369
E-MAIL: bdrake@nwcds.org

Proposal Requirements

NWCDS is not liable for any costs incurred by the Proposer in the preparation, presentation or in any other aspect of the Proposal.

Provider is required to provide evidence that you meet the NWCDS Insurance Requirements.

Provider is required to provide a reference list of clients that have a current contract for services with their company.

Provider shall provide evidence of a company safety program and, if supported, a drug testing program.

The entity responsible for fulfilling this agreement shall be identified in the proposal response.

Right to Seek a New Proposal

NWCDS reserves the right to receive, accept, or reject any and all proposals for any, or all, reasons.

Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of NWCDS.

In comparing the responses to this RFP and making awards, NWCDS may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

Terms and Conditions

Any contract or agreement resulting from the acceptance of this proposal by NWCDS shall be approved by NWCDS' Attorney, and shall contain, as a minimum, applicable provisions of this Request for Proposal. NWCDS reserves the right to reject any agreement that does not conform to the Request for Proposal and any NWCDS requirements for agreements and contracts. Providers should include any standard contract documents with their proposal.

NWCDS reserves the right to request clarification of information submitted and request additional information as needed.

The Provider shall indemnify and hold harmless NWCDS, its agents, and its employees from and against all claims for personal injury, property damage or stolen goods, including claims against NWCDS, its agents, or servants arising out of the Illinois Structural Work Act (Illinois Revised Statutes Chapter 48, Section 60 through 69 inclusive), and all losses and expenses, including attorney's fees that may be incurred by NWCDS, defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. In any and all claims against NWCDS or any of its agents, or servants by an employee of a Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Provider or subcontractor under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts.

The provider will be responsible for any damages, injuries, accidents, and claims resulting from, and or occurring during completion of specified services.

The provider will be responsible for transportation of all materials to the job site (FOB Destination) and be responsible for insurance on all materials after initiation of job until the point where NWCDS accepts the completed project.

Applicable Law

NWCDS is an equal opportunity employer. NWCDS does not discriminate against anyone on the basis of race, sex, color, age, religion, ancestry, national origin, qualified disability, marital status, sexual orientation, genetic information or military status.

The successful Provider agrees that they shall comply with all local, state, and federal laws, statutes, rules, and regulations. In the event that any claims should arise with regards to this contract, for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold NWCDS harmless for any damages, including court costs or attorney fees which might be incurred.

Any contract will be interpreted under the laws and statutes of the State of Illinois.

NWCDS does not enter into contracts which provide for mediation or arbitration.

Therefore, any action arising from any contract made from these specifications shall be brought in the state courts in Cook County, Illinois or the United States Federal District Court for Illinois.