

Levy County, Florida



Request for Proposals

RFP_2022_002

Public Safety

Radio Communications System

DUE: 7/25/2022, 2:00 P.M.

Prepared by



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1. Project Overview

1.1 Introduction

Levy County, Florida (County) invites proposals for the provision of a public safety radio system to support mission critical communications. The proposed communications system shall provide real time operable and interoperable two-way wireless communications capabilities to all authorized users.

The term “Proposer” refers to vendors responding to this request for proposal (RFP). The term “Selected Vendor” refers to the vendor (i.e., contractor and all sub-contractors) awarded this Project by the County. This Proposal Requirements section describes the requirements that Proposer shall meet in response to this RFP. The Functional Specifications section describes the requirements that shall be met by the Selected Vendor after contract award.

1.2 Background

Levy County is a county in the State of Florida and is 1,413 square miles in size. According to 2019 census data, the County has a population of 41,503.

The County currently operates a VHF land mobile radio (LMR) system for County fire rescue and public service agencies. The system contains six transmit and receive sites linked via a Microwave Networks Inc (MNI) 4.9 GHz wireless transport system. The LMR system is based on the Icom Digital Advanced System (IDAS™) which utilizes the Next Generation Digital Narrowband (NXDN™) common air interface (CAI) developed by JVCKenwood. The system operates in a mixed (analog/digital) conventional mode and contains four analog/digital channels and on analog only paging channel.

The County’s law enforcement agencies currently utilize the State of Florida (State) Statewide Law Enforcement Radio System (SLERS). Together County SLERS and VHF LMR system public safety and public service users operate over 700 subscriber devices.

County radio users experience coverage issues with the existing VHF analog conventional system as well as the SLERS network. Recognizing the need to replace or upgrade the VHF system, the County worked with stakeholders to identify the needs and requirements for a system upgrade that would meet the County’s needs for the next 10+ years.





1.3 Project Goals

- A. The goal of this Project is to ensure the implementation of a cost-effective, highly reliable public safety radio system that meets the County's needs for the next 10+ years. The County Public Safety Radio Communications System Project shall provide:
1. A replacement radio system including infrastructure equipment and software that complies with the current version of the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) suite of standards.
 2. Radio system users with an increased level of coverage that supplies 95% of the geographical boundaries of the service area with portable on the street coverage and increased in-building coverage.
 3. Stakeholders with periodic updates and review cycles and ample opportunity to provide input/feedback throughout the project.
 4. A stable, reliable infrastructure radio system.
 5. The flexibility to take advantage of future technologies, including mixed mode operation (analog conventional, P25 Phase 1 and Phase 2).
 6. A solution that leverages existing communications infrastructure (sites/facilities) to the greatest extent possible.
 7. Enhanced interoperability with local, regional, State, and Federal first responder and public service agencies.
 8. Reserve capacity for use during major catastrophic events.

1.4 Authorization

- A. The County has authorized this RFP as part of an ongoing effort to enhance mission critical radio communications and interoperability.
- B. If the requirements of this RFP differ with those of the governing codes and regulations, then the more stringent of the two shall apply.





2. Instructions to Proposer

2.1 Overview

- A. Proposer shall submit a comprehensive proposed design that describes the general, functional, and operational capabilities of the proposed system as per the requirements specified in Attachment B - P25 System Functional Specifications.
- B. Proposals shall be clear and concise with sufficient detail for County to verify compliance and to properly evaluate the offeror's capabilities to provide the required goods/services
- C. Proposals shall completely describe the equipment and methods used to implement the system.
- D. The County will accept proposals through the DemandStar platform from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida. Any proposal that is attempted to be submitted after the due date and time as showing in Table 1 will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading on the DemandStar platform or caused by any other occurrence. A proposer should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its proposal.
- E. Proposer shall complete all mandatory submittals provided in Attachment A. Failure to provide any of the mandatory submittals may be cause for rejection.
- F. "OPTION" or "OPTIONAL" items contained within the Functional Specifications section refer to features, services and/or equipment which the County may or may not purchase or items whose quantities are not determined yet. Proposer shall respond to and provide pricing for all OPTIONAL features, services, and equipment.
- G. Proposer may provide samples, literature, graphic aids, and other materials in appendices to help describe how the Proposer will accomplish the specified work.





H. Base Proposal

1. The proposed system shall be complete and operate as described without the need for any additional hardware or software. Should the system not perform as proposed, the Selected Vendor shall make any upgrades or additions necessary for the system operate as proposed at no additional cost to the County.
2. Proposer shall not include any features to which the system is capable of but would require additional features or hardware for these features to operate. Any features contained or described in the Base Proposal shall be considered an offering by the Proposer and the cost for these features shall be included in the pricing.

I. Alternate Proposals:

1. Proposer shall submit a compliant Base Proposal for alternate proposal(s) to be submitted and evaluated.
2. If a Proposer has a technical solution that meets the functional requirements but not all other requirements in this RFP, the Proposer may offer more than one alternate proposal if each proposal fully addresses the intent of the requirements set forth in this RFP.
3. Alternate proposals may include, but are not limited to, sharing of infrastructure to reduce costs and enhance coverage.
4. Alternate proposals shall be submitted separately under a different cover from the base proposal and clearly marked "ALTERNATE PROPOSAL".

J. Table 1 shows the Procurement schedule.

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Table 1 - Procurement Schedule

Description	Date/Time
RFP Release and Public Notice	5/23/2022
Mandatory Pre-Proposal Conference	06/20/2022, 9:00 am
Site Visits	6/20/2022, 10:00 am
Deadline for Proposer Questions	7/11/2022, 2:00 pm
Deadline for County to Answer Proposer Questions	7/18/2022, 2:00 pm
Deadline for County to Issue Addenda, if needed	7/18/2022, 2:00 pm
Proposal's Due / Bid Opening	7/25/2022, 2:00 pm

2.2 Pre-Proposal Conference and Site Visits

- A. Proposer shall attend a mandatory Pre-Proposal Conference as shown in Table 1 located at 310 School Street, Bronson, FL, 32621. Proposer must confirm attendance at a minimum of five (5) business days prior to conference date, via email to Tretheway-ali@levycounty.org.
- B. Optional site visits will follow the Pre-Proposal Conference. The County will advise how many sites will be visited, and the maximum number of personnel allowed for each Proposer.
- C. Following the mandatory Pre-Proposal Conference, Proposer can submit questions in writing to Ali Tretheway, Tretheway-ali@levycounty.org. The County will respond to all questions by the date indicated in Table 1.

2.3 Addenda to the RFP

- A. Prior to the deadline for addenda as identified in Table 1, the County may issue written addenda making changes or corrections to the specifications as issued. All addenda shall become part of the specifications and awarded contract.
- B. Proposer shall modify their products and/or services offered, as needed, to comply with all addenda.





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- C. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at www.DemandStar.com under Levy County.

2.4 Proposal Submission

- A. The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on the DemandStar platform, www.DemandStar.com. In order to submit a proposal in response to this solicitation the proposer must be registered with DemandStar.
- B. A proposal containing all required documents and authorized signatures must be received on the DemandStar platform by 2:00 P.M., Est. July 25, 2022. The proposer's complete proposal all attachments should be uploaded in pdf format unless the RFP specifically states otherwise. The DemandStar platform will not accept late submittals of proposals. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the County the services set forth in this RFP, or until one of the proposals has been selected by the Board of County Commissioners pursuant to the provisions of the RFP, whichever is later.
- C. Proposer shall submit their pricing proposal, within the proposal package. Proposal pricing shall utilize the provided MS Excel® file – "Attachment C Proposal Pricing Forms.xlsx".

2.5 Proposal Format and Content

The proposal shall include a cover page followed by the following sections, in the order listed.

2.5.1 Section 1: Executive Summary

The Executive Summary shall provide a high-level summary of this proposal, that it meets and exceeds the current requirements for the new system.





2.5.2 Section 2: Organization Information

A. Company mission and history

B. Organizational Chart

Proposer shall provide an organizational chart showing the Proposer organization and the relationship of the proposed services with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.

C. Staffing Chart

Proposer shall provide a staffing chart, including key subcontractor personnel, that shows the Proposer project staffing plan, identifying staff positions (by name and title) and reporting responsibility. Proposer may combine the Organizational and Staffing charts as long as all required information is included.

D. Job Descriptions

Proposer shall provide job descriptions for all staff positions identified in the Staffing Chart by position title and requirements which include:

1. Skills, education, experience, and certifications.
2. Position description including decision authorities, reporting responsibilities, and duties.

E. Staff Resumes

Proposer shall provide resumes for all key personnel in the Staffing Chart, including subcontractors, that provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience, emphasizing work similar to this project.

2.5.3 Section 3: Experience

- A. Proposer shall have a minimum 10 years' experience in the design and installation of LMR systems for public safety and shall provide information describing their experience.





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- B. Proposer shall describe five successfully completed LMR projects of similar size and complexity for public-safety agencies. Project descriptions shall be limited to two pages and shall include:
1. Proposer role on the project (i.e., integrator, prime contractor, subcontractor, and equipment installer)
 2. Project description
 3. Number of radio sites and base stations/repeaters
 4. Regional population base (i.e., city, county, state, etc.)
 5. Reference information
 - a. Customer and system name
 - b. Location
 - c. Contact person, telephone number and email address

2.5.4 Section 4: Compliance Matrix

- A. Proposer shall demonstrate compliance with the requirements in Attachment B - Functional Specifications by completing the Compliance Matrix spreadsheet supplied in the provided MS Excel[®] file – “Attachment D - Compliance Matrix Form.xlsx”.
- B. Proposer shall mark an "X" in the appropriate column for each line of the Compliance Matrix. Proposers are not required to address rows of the matrix marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:
1. COMPLY - the proposed system/equipment meets the specified requirement, or the Proposer acknowledges the statement in the specifications.
 2. COMPLY WITH CLARIFICATION - the proposed system/equipment does not meet the exact stated requirement; however, meets a substantial





portion of or meets the intent of the requirement. Proposer shall provide a detailed explanation when using this statement.

3. EXCEPTION - the proposed system/equipment does not meet the specified requirement. Proposer shall provide a detailed explanation when using this statement.

2.5.5 Section 5: Proposed Design

Proposer shall submit a comprehensive Proposed Design that contains the following:

- A. System Description – detailed description of the proposed system, including equipment, software, design, and implementation services to be provided for the following:
 1. 700 MHz P25 trunked radio system, including radio coverage and frequency plans.
 2. Dispatch console system including Fire station alerting and logging recorder systems
 3. Backhaul system.
 4. Site infrastructure/improvements
 5. Additional subsystems
- B. Drawings - block diagrams, equipment layouts and equipment lists for the proposed system.
- C. Pricing - A copy of the Proposer itemized pricing proposal.
- D. Equipment Specification Sheets - detailed equipment specification sheets for all proposed equipment.
- E. Standards and Guidelines - a list of standards or guidelines that cannot be met and an explanation as to why they cannot.
- F. Radio Coverage





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1. Maps - talk-in and talk-out coverage maps for mobile and on-street portable radios.
 2. A list and description of the coverage models and parameters used to produce the predicted radio coverage results.
 3. Link budget analysis
- G. If the proposal includes a site(s) currently in use by the County, the proposal shall detail any required site modifications. The County will provide all existing documentation for these sites. Proposer shall collect all missing information during site surveys.
- H. If the proposal includes sites owned by others, the proposal shall include letters from the site owner(s) that state:
1. The owner is willing to lease space at the site to the County, including the lease rate offered.
 2. Space is available on the tower at the required heights, and space is also available for equipment in an existing room, or space is available for a shelter to be placed within the secured site area.
- I. Federal Communications Commission (FCC) Licensing
1. A description of the frequency coordination and FCC licensing procedures that the Proposer will follow to comply with the spectrum and licensing requirements.
 2. Evidence that the design meets tower height restrictions, as well as output and Effective Radiated Power (ERP) levels permitted by the Regional Planning Committee and FCC rules and regulations.
 3. A description of the procedures that the Proposer will follow to meet the interference mitigation requirements and FCC Maximum Permissible Exposure (MPE) standards.





J. Portable Subscriber Units

1. Proposals shall include at least three models ("tiers") of portable subscriber units for the following user groups:
 - a. Law Enforcement
 - b. Fire Service
 - c. Public Service
2. Proposals shall describe any special portable features or functions specifically designed to assist the user groups to which the portables are proposed.
3. All portable subscriber units shall include:
 - a. Radio
 - b. Standard Battery (meeting the above-listed requirements)
 - c. Radio antenna

K. Mobile Subscriber Units

1. Proposals shall include at least three models ("tiers") of mobile radios for the following user groups:
 - a. Law Enforcement
 - b. Fire Service
 - c. Public Service
2. Proposals shall describe any special mobile features or functions specifically designed to assist the user groups to which the mobiles are proposed.

- L. Microwave Path Analyses - microwave path profiles and path available calculations for all microwave links showing that they meet the specified requirements.





M. Training

1. Proposer shall describe all operational and technical training programs they intend to provide. The descriptions shall include the following:
 - a. A list of all subjects with a description of each
 - b. Class material to be provided by the Selected Vendor
 - c. Number of classes
 - d. Class duration
 - e. Need for recurring training
 - f. Class size

2.5.6 Section 6: Project Management, Implementation and Migration

2.5.6.1 Project Management Plan

Proposer shall submit a comprehensive Project Management Plan tailored to this project and broken down by zone and site, that contains:

- A. Project scope
- B. Work Breakdown Structure (WBS)
- C. List of deliverables
- D. Project schedule with a detailed Gantt Chart containing the following tasks:
 1. Site surveys
 2. Microwave path surveys and analyses
 3. Detailed design review
 4. Equipment manufacturing
 5. Factory acceptance





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6. Civil Work
 7. Equipment delivery
 8. System installation (per site, phase, and/or subsystem)
 9. System configuration
 10. System optimization
 11. Radio coverage and acceptance testing
 12. Training
 13. System cutover
 14. System documentation, development, and delivery
 15. System Acceptance
- E. A Quality Assurance/Quality Control (QA/QC) plan
- F. A risk management strategy describing how the Proposer intends to monitor and control the installation and deployment of the proposed system and mitigate risks to ensure that the system meets the design specifications and delivery requirements.
- G. A responsibility matrix that describes the County and Select Vendor's responsibilities.
- H. A change order plan that describes how the Proposer will address requested/suggested changes initiated by the County and/or Selected Vendor.
- I. Methodology for maintaining a real-time punch list, accessible by the County and the Selected Vendor.

2.5.6.2 System Implementation Plan

Proposer shall submit a comprehensive System Implementation Plan tailored to this project, that contains a:





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- A. Preliminary cutover plan.
 - B. Description of the Proposer system staging plan, including the proposed location.
 - C. Draft of the Staging Acceptance Test Plan (SATP) to be used for this system.
 - D. Proposed Coverage Acceptance Test Plan (CATP) tailored for the proposed County system with basic testing procedures and methods the Proposer intends to follow, including:
 - 1. Sufficient detail for the County to understand the procedure.
 - 2. The equipment that will be used, including user radios and test equipment.
 - 3. A description of the methodology that will be used for talk-in and talk-out measurements.
 - E. Description of the Proposer plan for ensuring that all equipment will have the latest software/firmware revision before Final Acceptance Testing begins.
 - F. Draft of the Final Acceptance Test Plan (FATP) to be used for the system.
 - G. Description of the proposed 30-Day Operational burn-in period
 - H. Description of the Proposer methodology for gaining County approval on all of the activities and documents required for System Acceptance.
 - I. Description of the procedure that will be used for conducting and documenting Final Acceptance.

2.5.7 Section 7: Warranty, Maintenance and Support information

Proposer shall provide proposed warranty, maintenance and support package for the proposed system, subsystems and subscriber equipment that contains:

- A. A description of the system, subsystem, and equipment warranty and a copy of all applicable standard support agreements (e.g., warranty, maintenance, and software licensing).
- B. An explanation of how the Proposer intends to provide on-site support 24 hours/day, 7 days/week, 365 days/year for the first 3 years following System





Acceptance and their 24-hour call center capabilities, maintenance, and support plans after the initial 3 years.

- C. Identification of the Proposer qualified service organization(s) that will provide warranty service and repair.
- D. A description of how the Proposer will meet the following warranty requirements:
 - 1. Service and repair to be performed 24 hours/day, 7 days/week, 365 days/year.
 - 2. The ability for the County to perform any maintenance and/or repairs required during the warranty period without voiding or affecting the Selected Vendor's warranty.
 - 3. System to track equipment needing factory or depot repairs.
 - 4. Hardware repair and replacement.
 - 5. Software and firmware upgrades and back up.
- E. A description of the procedures that will be used to handle system level failures and defects during the warranty period.
- F. A description of the hardware repair and replacement services, including details on authorized depot centers, and software and firmware upgrade support to be provided during the warranty period.
- G. A list of recommended initial spare parts and equipment, including, but not limited to:
 - 1. All Field Replaceable Units (FRUs)
 - 2. All infrastructure components having no FRUs, but that can cause a critical failure (e.g., antenna systems, other non-modular components), including all third-party equipment items
 - 3. Power supplies
 - 4. Test, measurement, calibration, and repair kits





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- H. A description of the Proposer plan to provide system lifecycle support to the County for the life of the contract, including:
 - 1. Spare parts and equipment
 - 2. Technical support services
 - 3. Design and engineering services
 - I. Description of the Proposer OPTIONAL post-warranty service tier(s) available for system support.
 - J. Description of the Proposer OPTIONAL post-warranty services available for software support and upgrades to the system.
 - K. Description of the Proposer OPTIONAL extended warranty available for all supplied equipment for up to an additional 7 years, in one 1-year increments and bundles.

2.5.8 Section 8: Additional Information

Any additional information that is not covered in other sections that will assist the County to understand the proposed system and/or verify compliance with the requirements of this RFP.

2.6 Pricing Proposal

Proposer shall submit their pricing proposal as referenced in Section 2.4. *Proposal Submission*. Pricing proposals shall begin with a cover page and table of contents and include the following, in the order listed:

2.6.1 Section 1: Description

Proposer shall provide a detailed description of their pricing proposal.

2.6.2 Section 2: Pricing Schedule

- A. The County will evaluate proposals with consideration given to the best overall cost of ownership. Proposer shall provide detailed cost of ownership information for the proposed LMR and microwave equipment for 10 years. Proposer shall





provide individual pricing for the proposed products and services in sufficient detail to allow the County to verify that all major components have been included. The County may elect to purchase all, some, or none of the items offered.

- B. Proposer shall submit the proposed system pricing by completing the pricing forms supplied in the provided MS Excel® file – “Levy County Proposal Pricing Forms.xlsx.” Individual components should be identified on the pricing form in a way the reviewers can easily understand what is being provided (i.e., VHF repeater, 6 GHz microwave radio, omnidirectional antenna, uninterruptable power supply, etc.).
- C. Proposer shall submit a proposed milestone payment schedule with each milestone and/or deliverable for which payment will be due.
 - 1. The milestone payment schedule must include 10% for contract signing, and 10% as the final system acceptance milestone payments. The remaining 80% must be reasonably distributed to other milestones reflected in the project schedule.
- D. Payment for all deliverables or milestones is dependent on County written acceptance.

2.6.3 Section 3: Warranty and Support

Proposer shall provide a copy of any standard support agreements (e.g., warranty, maintenance, software licensing) requiring the County’s review and signature.

2.6.4 Section 4: Post-Warranty Support

- A. Proposer shall submit a proposed fee schedule and contract discount (if applicable) for the hardware, software, and services following the warranty period.
- B. Proposer shall support the proposed fee schedule for a minimum of 7 years beyond the initial warranty period.





2.7 Evaluation

- A. The proposal shall provide clear and sufficient detail to enable the County to evaluate the responsiveness and quality of the proposal and the proposed system’s compliance with the requirements of this RFP.
- B. Although the County weights shows some factors as more important than others, it considers all factors as necessary for an acceptable proposal. The following factors, listed in sections 2.5 and 2.6, will be considered using the following scores:

Evaluation		
Item	Category	Max Points
2.5.1	Executive Summary	5
2.5.2	Organization Information	5
2.5.3	Experience	5
2.5.4	Compliance Matrix	5
2.5.5	Proposed Design	30
2.5.6	Project Management, Implementation, and Migration	10
2.5.7	Warranty, Maintenance and Support	10
2.5.8	Additional Information	5
2.6	Pricing	25
		100

2.8 Interviews, Demonstrations, and Oral Presentations

After the County evaluates proposals in the competitive range, the County reserves the right, but is not required, to interview or accept demonstrations or oral presentations from any or all Proposers in the competitive range.

2.9 Contract Award

- A. The County will award one or more contracts in the form of contract provided by the County to the Proposer(s) whose offer(s) comply with the RFP requirements, and which will be, in the opinion of the County, in the best interest of the County.





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- B. The County reserves the following rights, consistent with procuring a system, that best meets the needs of the County and system users:
1. The right to accept or reject any or all proposals or any portion thereof.
 2. The right to accept all or part of any proposal depending solely upon the requirements and needs of the County.
 3. The right to seek clarifications of any proposal submitted or specific aspects of any proposal prior to the award of the contract.
 4. The right to adjust item quantities and/or reconfigure the communications system in the best interest of the County subsequent to award of the contract.
- C. If multiple contracts are awarded, in lieu of a turnkey contract, the County may either negotiate additional scope with one or more of the successful Proposer's to:
1. Assume prime contractor status.
 2. Provide system integration or prime contractor services if the Proposer submitted a proposal for those services.
- D. Work Authorization – No work shall be performed under awarded contract until authorized by the County. All work without approval shall be considered unauthorized, will not be compensated for and may be considered grounds for cancellation.
- E. Invoice and Payments – invoice frequency will be detailed in the resulting contract and must include proper backup documentation. All invoices that do not include said documented backup verification shall be returned to the contractor.
- F. Extra charges not allowed - The prices shall be for the completion of requested services, ready for the County's and public use and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, travel, insurance, bonds, expenses and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by the County.





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- G. Payment - Request for payment under any agreement must be submitted to the County Coordinator on a form approved by the County in accordance with the agreement entered into between the County and Proposer. Price shall be net and all invoices will be subject and payable according to the Florida Local Government Prompt Payment Act (sections 218.70 through 218.80, Fla. Stat.).

2.10 Business Status and Registration Requirements

- A. To receive a bid award from the County, the Selected Vendor must be properly registered and licensed to do business in the State of Florida.

2.11 Standard Hold Harmless and Indemnification Clause and Insurance Requirements

- A. Prior to entering into a contract with the County, the Selected Vendor must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in Standard Hold Harmless and Indemnification Clause, And Insurance Requirements, included in Attachment A - Mandatory Submittals.

2.12 Bid, Performance and Payment Bond

- A. Proposer shall submit a Bid Bond with their proposal. A cashier's check, or certified check, may be substituted for the Bid Bond. Also, an irrevocable letter of credit from a state or federally chartered bank may be substituted as a form of a Bid Bond. The Bid Bond, or substitution security, shall be in the amount of five (5%) percent of the total bid cost.
- B. Upon contractual agreement, the Selected Vendor shall replace the Bid Bond with a Performance Bond and Payment Bond in an amount no less than the value of the Bid bond.

2.13 Bid Retraction

- A. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the County the services set forth in this RFP, or until one of the proposals has been





selected by the Board of County Commissioners pursuant to the provisions of the RFP, whichever is later.

2.14 Records Retention and Disclosure

- A. Proposer understands that any Selected Vendor has a duty to retain public records in accordance with Florida Law and any contract entered into as a result of this RFP will include the statutory notice required by Section 119.0701, Florida Statutes.
- B. By submitting a Proposal in response to this RFP, Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes) and further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to and copying by, the public unless specifically exempted by Law.
- C. Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “TRADE SECRET” or “CONFIDENTIAL” (for any exempt information other than trade secret) on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the trade secret or confidential information on each affected page (and only the trade secret or confidential information) has been rendered unreadable. In the event Proposer fails to submit a redacted copy, the complete copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- D. In the event County receives a public records request for information labeled by Proposer as Trade Secret, County will provide the public record requester with the redacted copy of the document. If legal action is filed against County requesting the Trade Secret information be disclosed, County shall notify Proposer and Proposer shall intervene in the legal action to defend the confidentiality and exemption of its Trade Secret information.
- E. In the event County receives a public records request for information labeled by Proposer as Confidential, County will notify Proposer and the Proposer shall





reply in writing no later than 5:00 p.m. EST on the County business day following Proposer's receipt of notification. The reply shall state that the Proposer either: permits, or refuses to permit, the release of the requested material. Failure of Proposer to provide a timely written reply shall be deemed consent to disclosure of the non-redacted copy of the requested material. If the Proposer refuses to permit the release of the requested material, it must promptly file legal action to protect its claim of confidentiality. In the event Proposer does not file legal action, or provide the requested information to the requestor, or otherwise resolve the dispute within a reasonable time, County shall release the information to the public records requestor.

- F. F. Proposer shall indemnify and hold County harmless from any and all legal action brought as a result of Proposer's claim of trade secret or confidential information, including costs, attorney's fees, and damages.

2.15 General Conditions

- A. Contract Award. County reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The County reserves the right to award the contract(s) to the most responsible and responsive Proposers, resulting in negotiated agreements, which are most advantageous to and in the best of interest of the County. The County shall be the sole judge of the proposals and the resulting negotiated agreements that are in its best interests. The County will provide the form of contract.
- B. Termination for Convenience. The County shall have the right to terminate at its convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Selected Vendor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.
- C. Assignment of Interest. The Selected Vendor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.
- D. Independent Contractor. Selected Vendor understands and agrees that its relationship with the County shall be that of independent contractor. It is





understood that neither the Selected Vendor, nor any staff or employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Selected Vendor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

E. Non-Discrimination. All Proposers are hereby notified that the Selected Vendor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, Levy County Resolution 2011-59, all as the same may be amended. Specifically, but not by way of limitation, by submitting a proposal, the Proposer agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project, activity or service funded through an agreement entered into as a result of this RFP.
- Selected Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, or marital status. Selected Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notes setting forth the provision of this non-discrimination clause.
- Selected Vendor will, in all solicitations or advertisements regarding project activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- Selected Vendor may be required to submit reports, and permit the County access to Vendor's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine compliance with laws that prohibit harassment and discrimination.





F. Public Entity Crimes Statement. By submittal of a response to this RFP, Proposer certifies that it has not been placed on the convicted vendor list in violation of Section 287.133(3)(a), Florida Statutes, which states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”





Attachment A – Mandatory Submittals

Proposer must complete all forms contained below and submit in the Proposal.

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____ providing this response to RFP 2022-02 for Public Safety Radio Communications System, and that I executed the said response with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition.
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFQ for said project.

Signature of Respondent Representative

Date

STATE OF: _____ COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of respondent) . ____ Personally known OR ____ Produced Identification _____ (type of identification)

NOTARY PUBLIC

My Commission Expires: _____





CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their responses or bids whether any officer, director, employee, or agent is also an officer or an employee of the Board of County Commissioners. All respondents must disclose whether any officer, partner, director, or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFQ. All respondents are also required to include a disclosure statement of any potential conflict of interest that the respondent may have due to other clients, contracts, or interest associated with the performance of services under this RFQ and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns 5% or more in Respondent's firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Signature: _____ Printed Name: _____

Respondent Name:

Date: _____





VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____





Responsibility of Bidder Form

This form must be completed in full and submitted with bid/proposal. Misrepresentation or failure to complete will automatically disqualify bid/proposal.

Name: _____ Phone _____

Address: _____
Street or P.O. Box County/City State Zip Code

1. Type of service/supplies provided in normal course of business:

2. Length of time in business: _____

3. Experience in providing bid-required services/supplies:

4. Currently a party/defendant in lawsuit(s) (___) Yes (___) No

If yes, explain.

5. State past history as party/defendant in lawsuit(s):

6. Name of contract/product:

7. If construction bid:

a. How many other projects currently ongoing?

b. How many bids currently submitted elsewhere?



Levy County, FL Project 25 Public Safety
Voice Radio Communication System
Proposal Requirements



c. Have books been audited by CPA (___) Yes (___) No
Date of last audit: _____

List of references (public or private) and contact person for whom similar services/supplies provided:

Firm Name	Address	Contact Person
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, _____, do solemnly swear that to the best of my knowledge and belief the above is true and accurate statement of the facts.

Signed: _____ Date: _____

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before, me, by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by (name), as _____ (title) for _____ (name of proposer).

___ Personally known OR ___ Produced Identification _____ (type of identification)

_____ Notary Public (# _____)

My Commission Expires:





BID FORM – RFP_2022_002

TO: Ali Tretheway, Procurement Coordinator

Public Safety Radio Communications System RFP

Levy County, FL

310 School Street

P.O. Box 310

Bronson, Florida 32621

FROM: _____

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data submitted herein is accurate, complete, and current as of the date set forth hereon:

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of service/equipment/supplies to be furnished as set forth.

The undersigned proposes to furnish the supplies and/or equipment that will perform in a satisfactory manner and that is in accordance with the specifications set forth, for the total cost submitted in Table C-1 - Proposal Pricing Form (Total Cost.)

The bidder herein certifies by signature, that all specifications have been reviewed and that any variations to the County/City's specifications, including both exceptions to or enhancements to same, are clearly spelled out in an attachment to this bid.

(Signature)



Levy County, FL Project 25 Public Safety
Voice Radio Communication System
Proposal Requirements



The bidder herein certifies by signature, that all addenda issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addenda on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

(Signature)

The bidder herein certifies by signature, that the Responsibility of Bidders Form has been fully completed and attached hereto as part of the bid.

(Signature)

Are there any exceptions to the specific specifications set forth on proposal?

Yes _____ No _____

If yes, please explain.

Company or individual Name

Doing business as (DBA)

Street Address

P.O. Box Number

County/City, State, Extended zip code





Bid Form Signature Page

Official Name (Printed)

Official Signature

Date Signed





STANDARD HOLD HARMLESS & INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FORM

- I. PROFESSIONAL HOLD HARMLESS AND INDEMNIFICATION CLAUSE & INSURANCE REQUIREMENTS:
- II. Service Provider agrees to indemnify and hold harmless Levy County, its elected and appointed officials, officers, employees, agents, volunteers, and successors in interest from all claims, damages, losses and expenses including court costs, and attorneys' fees, to the extent arising out of or resulting, directly or indirectly, from the Service Provider's (or Service Provider's subcontractor's) performance or breach of the contract, including claims resulting from negligent acts, errors or omissions. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract. INSURANCE

The Service Provider shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted to and approved by the Levy County Finance Department. The Service Provider shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Service Provider, evidencing proof of coverage. Prior to commencing work, the Service Provider shall maintain continuous liability coverage written on an occurrence basis or, on a claims made basis with an extended reporting period (ERP) option of not less than 3 years. Coverage will be provided through insurance companies licensed to do business in the State of Florida with a Best Rating of A-or better.

Without limiting Service Provider's indemnification requirements, it is agreed that Service Provider shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by Levy County. The County may require Service Provider to supply proof of subcontractor's insurance via Certificate of Insurance, or at County's option, actual copies of policies.





The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

8. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a \$5,000,000 Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage. The insurance certificate shall show coverage limits for the following:

WORKERS' COMPENSATION insuring the employers' obligations under the Code of Florida Section 2.2-4332;

AUTOMOBILE LIABILITY, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations; and

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY INSURANCE (Either A or B below) with a \$1,000,000 Limit of Liability per occurrence basis, or on a claims made basis with an extended reporting period (ERP) option of not less than 3 years, and a minimum \$2,000,000 per annual aggregate:

- A) Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) or
- B) Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement).

The following policies are to contain or be endorsed to contain the following provisions:

9. **COMMERCIAL GENERAL LIABILITY COVERAGE**

- A) Levy County, its elected and appointed officials, employees, and agents are added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Service Provider entering into this contract for service including the insured's general supervision of the premises owned, occupied, or used by the Service Provider entering into this contract.





- B) The insurance coverage for the Service Provider entering into a contract shall be primary insurance as respects liability arising out of activities performed by or on behalf of the Service Provider entering into this contract for service including the insured's general supervision of the premises owned, occupied, or used by the Service Provider entering into this contract. Any insurance or self-insurance maintained by Levy County, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Service Provider's insurance coverage and shall not contribute to it.
- C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, employees, agents and successors and volunteers.

10. ALL COVERAGE

- A) Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice has been given to the County.
- B) Any deductibles or self-insured retentions must be declared to and approved by the County.
- C) Certificate of Insurance as required above shall be furnished to Levy County, [Procurement Department P.O. Box 310, Bronson, FL 32621

G. Insurance Requirements.

Before performing any work, the Selected Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Selected Vendor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as





a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Selected Vendor. Said insurance coverages procured by Selected Vendor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for the insurance required are as follows:

Worker's Compensation: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

- A) Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- B) Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (SCL) of \$300,000 minimum.
- C) Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operation aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, product and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.
- D) Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover





liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

III. MISCELLANEOUS

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Service Provider hereunder. It is expressly understood that the County does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest of liability of the Service Provider. The [State/County/City] shall not be obligated to review such insurance certificates, policies, and endorsements, or to advise Service Provider of any deficiencies in such documents, and such receipt shall not relieve the Service Provider from or be deemed a waiver of the County's right to insist on strict fulfillment of Service Provider's obligation herein.

IV. OSHA COMPLIANCE

The Service Provider entering into a contract agrees to comply with all appropriate federal and state OSHA laws, rules, and regulations. The Service Provider entering into the contract shall have a safety policy based upon applicable regulatory standards, a copy of which may be obtained by the County Safety/Training Manager, upon request.

Name of Service Provider: _____

Authorized Service Provider Signature: _____

Date: _____

It is expressly understood that no employer/employee relationship is created by this agreement, nor does it cause Service Provider to be an officer or official of the County. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party





Attachment B – P25 System Functional Specifications

Provided electronically as Attachment B is the *Public Safety Radio Communications System Functional Specification.pdf*.





Attachment C – Proposal Pricing Forms

Provided electronically as Attachment C is the *Levy County - Proposal Pricing Forms.xlsx*. PROPOSER shall complete the Proposal Pricing Forms and submit in its native MS Excel® format.





Attachment D – Compliance Matrix

Provided electronically as Attachment D - *Compliance Matrix Form.xlsx*. PROPOSER shall complete the Compliance Matrix and submit in its native MS Excel® format.

