

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

CITY-WIDE RADIO SYSTEM AND WIRELESS BROADBAND VIDEO NETWORK MAINTENANCE PROPOSAL

in strict accordance with the Specifications on file in the office of the SAN FERNANDO POLICE DEPARTMENT, 910 First Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <https://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/>.

One original of the proposal must be submitted to the POLICE DEPARTMENT in a sealed envelope at CITY HALL Clerks Office, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00** p.m. on **Friday, November 12, 2021**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless a written request for withdrawal signed by, or on behalf of the prospective company received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **September 30, 2021**.

REQUEST FOR PROPOSALS



The Police Department is requesting proposals for:

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

RELEASE DATE: September 30, 2021

RESPONSE DUE: November 12, 2021

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced professional services company to provide maintenance and repair of the City-Wide Radio System & Wireless Broadband Video Network and related equipment for a five-year term with two optional one year extensions, or five year extension commencing in FY 2021-22. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 104 full-time employees from a total Adopted Budget for fiscal year 2021-2022 of \$63.9 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified companies for maintenance and repair of the City-Wide Radio System & Wireless Broadband Video Network. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING COMPANY'S

A. Examination of Proposal Documents

By submitting a proposal, the prospective company represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Anthony Vairo, Chief of Police, via e-mail at avairo@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, October 29, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, November 3, 2021**.

C. Submission of Bid Proposals

All bid proposals shall be submitted to CITY HALL Clerks Office located at 117 Macneil Street, San Fernando, California 91340 and in a sealed envelope indicating, "City of San Fernando RFP – City-Wide Radio System and Wireless Broadband Video Network Maintenance Proposal," Proposals must be received no later than Friday, **November 12, 2015 at 5:00 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A company may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective company.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective company represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective company has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The City of San Fernando requests proposals from qualified companies for the purpose of furnishing a firm fixed price contract for the maintenance and repair of the City-Wide Trunk Radio Communication System, Broadband Wireless Video Network and related equipment. The proposer shall provide to the City all qualified labor, materials, repair facilities, replacement parts, equipment, transportation and travel time necessary for performance of the contract work as described below:

- a) Maintenance/Programming:** Contract radio maintenance shall include all parts, labor and travel required to repair and maintain the City-Wide Trunk Radio Communication System fixed, mobile and portable radios, bases, repeaters, Communication Center Radio System, MDC, the Broadband Wireless Video Network System and other related equipment, that have become defective through normal wear and use. The proposal shall include, but not limited to, programming and updating all codeplugs for the mobile and portable radios and other related equipment. The Contractor shall perform this service for a fixed annual fee, invoiced monthly that is covered by the maintenance contract. Maintenance shall also include at least one (1) annual preventative maintenance and a report shall be submitted to the Police Department on equipment condition, with any type of recommendations if needed. Maintenance contract shall cover all listed equipment, servers, software and any other related equipment. Any equipment replaced or removed from the system for disposal is the property of the City of San Fernando and is not to leave the premises without written consent from the City.
- b) Pre-Qualification Requirements:** Proposers must meet the following pre-qualification criteria in order for a proposal to received consideration.
1. The proposer must be trained and certified for Cambium Point to Point Wireless technology operating in the FCC licensed 4.9GHz public safety band and unlicensed 5.8 GHz. The City of San Fernando is currently licensed for 4.9GHz.
 2. The proposer must be at least a Motorola Service Elite Specialist within the State of California. This certification identifies the proposer as being certified to work on all Motorola type radio systems and equipment, especially Trunk Systems. The proposer

should also be trained and certified on Motorola Mesh Network with a history of deploying and maintaining such system.

3. The proposer must have at least one (1) trained and certified ONSSI technician at the time of the award.
4. The proposer must have a service shop located within 40 miles or a two (2) hour response time from the City and have Motorola trained and certified technicians and installers available 24/7 emergency service.
5. The proposer must have and maintain a low-level electrical communications license (C7).
6. The proposer must provide a two (2) hour response for critical failures.
7. The proposer must provide the names of all certified technicians, along with their certifications.
8. The proposer must be a Certified Technical Service Center (CTS), through the national third party industry organization.
9. The proposer must be able to log into the system remotely to diagnose and repair equipment.
10. The proposer's technicians must be members of the L.A. Clean Card Program.
11. The proposer's technicians must be Electronics Technician Association (ETA) certified through the national third party industrial organization.
12. The proposer's technicians, installers and sales persons must be TWIC certified.
13. The proposer must provide the above mentioned certifications with the bid response.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **five years, with options for two one-year extensions at the City's discretion.** In addition, the proposer must provide a breakdown of maintenance fees for the first through fifth year, at minimum.

SCHEDULE FOR SELECTION

RFP Available:	September 30, 2021
Deadline for submittal of Questions:	October 29, 2021 @ 5:00 pm
Response to Questions:	November 3, 2021
Deadline for submittal of Proposal:	November 12, 2021 @ 5:00 pm
Review of Proposals:	November 15, 2021 @ 8:30 am
Agreement Presented to Council for Review & Approval:	December 6, 2021 @ 6:00 pm

METHOD OF SELECTION AND NOTICES

The Chief of Police and Command Staff will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

GENERAL BIDDING REQUIREMENTS

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By virtue of submitting a proposal, interested parties are acknowledging the following:

- Proposer Certification:** By their signature on the response, the proposer hereby certifies that they have carefully examined this RFP and documents attached hereto for terms, conditions, specifications, covenants, requirements, software, and services required by the City and the proposer certifies that they understand the scope of the work to be done, that the proposer has knowledge and expertise to provide the scope of the work, and that their proposal is based upon the terms, conditions, specifications, covenants, requirements, software, and services contained in this RFP. The proposer further agrees that the performance time specified is a reasonable time. Moreover, the proposer certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all proposers. Further, the proposer certifies that they understand collusive bidding/proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- Conflict of Interest:** By submission of a response, the proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's duties, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office,

department, division or bureau, or committee sanctioned by and/or governed by the City. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that City, in consultation with legal counsel, may reject their proposal.

- c. **Firm Price:** All proposers submitting proposals agree that their pricing is valid for a minimum of one (1) year after proposal submission to City. Pricing must be submitted on a “not-to-exceed” basis. Proposals which do not submit pricing on a “not to exceed” basis will be eliminated from further consideration. Payment will be tied to agree upon milestones.
- d. **Proposal:** The project proposal must be one complete document. All services and equipment offered should be described and contained within a single proposal.
- e. **Proposer Expenses:** City will not be responsible for any expenses incurred by any proposer in the development of a response to this RFP or any other activities associated with this procurement, including, but not limited to, any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City and/or its representatives.
- f. **Retention of Proposer Material:** City reserves the right to retain all proposals regardless of which response is selected. No proposals, including attached documentation, will be returned to proposer.
- g. **Professional Services Agreement:** The successful proposer will be required to enter into a written agreement with the City (“Agreement”). By reference, a copy of the notice inviting proposals and this RFP, including Exhibit A, will be part of that agreement. All materials or services supplied by the successful proposer will conform to the applicable requirements of Federal, State and local Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the successful proposer, the City reserves the right to procure the articles or services from other sources and to hold the successful proposer responsible for any excess cost incurred by the City hereby.

GENERAL TERMS AND CONDITIONS

- a. **Assignment:** No assignment of the proposer’s obligations nor the proposer's right to receive payment hereunder shall be permitted without prior consent of the City. The proposer may not sell, assign, transfer or convey the Agreement resulting from this RFP, in whole or in part, without the prior written approval from City.
- b. **Indemnification:** The successful proposer shall agree to defend, hold harmless and indemnify City and its officers, employees, and agents (collectively the “Indemnities”) from any and all demands, claims, actions, proceedings, causes of action, damages, judgments,

awards, settlements amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "Claims") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of successful proposer or successful proposer's employees, subcontractors or agents in the performance of professional services under the Agreement (including Claims for infringement of intellectual property rights of any third party). Successful proposer shall defend the Indemnities in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense. In connection with all Claims not covered by the preceding paragraph, successful proposer shall defend, hold harmless and indemnify the Indemnities from any Claims arising out of, pertaining to, or relating to Successful proposer's performance of the Agreement. Successful proposer shall defend the Indemnities in any action or actions filed in connection with any such Claims with counsel of City's choice and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

c. **Independent Contractor:** Proposers shall agree to obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification in a form approved by the City has been received by the City Manager.

d. **Insurance:**

1. Commercial General Liability – Combined single limits of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.
2. Commercial Automobile Liability – Limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under the Agreement and/or are brought on a City site.
3. Professional Liability (Errors and Omissions) - Limits of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

All insurance companies must be licensed and be acceptable to the City Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show City as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to law.

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be submitted with the proposal. If the proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to City may be considered.

- e. **Compliance with Laws and Regulations:** Proposer must comply with all applicable State, and local laws and regulations. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the proposer to notify City at once, indicating in their letter the specific regulation which required such alterations. City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.
- f. **Additional Services:** From time to time during the implementation period and afterward, City may elect to have the proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the “Additional Services”). Prior to beginning work on any Additional Services, the proposer and City will agree and document the scope of work to be performed and compensation rate. This will be accomplished through an amendment to the Agreement.
- g. **Gratuity Prohibited:** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.
- h. **Discrimination:** The proposer and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

DETAILED SUBMITTAL REQUIREMENTS

- a. **Proposal Format:** Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Section 1. Executive Summary

- Section 2. Scope of Services
- Section 3. Company Background
- Section 4. Proposed Equipment and Services
- Section 5. Maintenance and Support Program
- Section 6. Client References
- Section 7. Cost Proposal
- Section 8. Exceptions to the RFP
- Section 9. Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

- b. **Executive Summary (Proposal Section 1.0):** This part of the response to the RFP should be limited to a brief narrative summarizing the proposal.
- c. **Scope of Services (Proposal Section 2.0):** This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the warranty period.
- d. **Company Background (Proposal Section 3.0):** Each proposal must provide the following information about the submitting proposer's company, the implementation partner's company and any third-party proposer being proposed to provide a business function so that City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. City, at its option, may require a proposer to provide additional support or clarify requested information.

Background information shall include:

1. How long the company has been in business;
2. A brief description of the company size and organizational structure;
3. How long the company has been selling the proposed solution to clients similar to the City;

4. Most recent reviewed financial statements as contained in relevant annual reports. The statements should include information on annual sales, profitability, etc.;
 5. Listing of installs at entities similar to City by name and state; and
 6. Copies of business licenses, professional certifications or other credentials.
- e. **Proposed Equipment and Services (Proposal Section 4.0):** The proposer must present, in detail, the version, features and capabilities of the proposed system. In addition to the description, please provide in narrative form (at least one paragraph per item) answers to the following questions:
1. Technology Architecture: Included in this section should be a detailed technical overview of any proposed hardware or software platform. Include network diagrams and coverage maps where appropriate. Ensure the following questions are answered:
 - Upon which platforms does your system run?
 - What are the optimal and minimum network requirements?
 2. Administration Overview: What administration toolsets are included with the system? What skills are required to maintain the system? What monitoring is routinely required for optimal system performance?
 3. Security: What security tools are included with the system? How is the security profile defined? What is included in the user security profile?
 4. Upgrades: What is the software upgrade frequency? How are patches and fixes applied? How are patches and fixes deployed? How are upgrades applied?
- f. **Maintenance and Support Program (Proposal Section 5.0):** The proposal must specify the nature of on-going support provided by the proposer including:
1. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
 2. Special plans defining “levels” of City support (e.g., gold, silver, etc.). Define what level of support is being proposed.
 3. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.

4. Problem reporting and resolution procedures.
 5. Bug fixes and patches.
 6. Support provided for third-party solutions.
 7. Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).
- g. **Client References (Proposal Section 6.0):** City considers references to be important in its decision to award an Agreement. The names and phone numbers of the project manager for each reference must be listed.

The proposal must contain three (3) verifiable references of the proposer's proposed solution that has been operational for a minimum of 90 days, preferably ports and local government.

- h. **Cost Proposal (Proposal Section 7.0):** Proposers should submit all costs in the proposal.

Project scope should be assumed to include all functionality listed in the RFP.

City reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process and negotiation process. City is asking proposers to furnish a firm fix price for all categories.

City may award an Agreement, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. City may, however, have discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such proposers, and make an award and/or conduct negotiations thereafter.

- i. **Exceptions to the RFP (Proposal Section 8.0):** All requested information in this RFP must be supplied. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for City, and the description of the advantages or disadvantages to City as a result of exceptions. City, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist City in analyzing responses to this RFP.
- j. **Documents (Proposal Section 9.0):** Proposers should include sample copies of the following documents:
1. Specification sheets

2. Sample software licensing agreement
3. Sample maintenance agreement
4. Sample documentation (user guides, training materials, etc.)

EQUIPMENT

Descriptive data on the following equipment and quantity below is an estimate of the City-Wide Trunk Radio system and Wireless Broadband Video Network inventory. The City reserves the option to add or remove contract items as needed. The City will assist the contractor, if required, in verifying actual types and quantities of equipment to be serviced under the contract. However, the contractor will be responsible for the verification of location and actual count of the equipment. Such verification will be subject to approval by the City.

- One Redundant L-Core Master Site
- One Network Management Client
- Three GTR 8000 Radios
- Auxiliary Equipment (combiner, antennas systems)
- Three MCC7500 consoles
- Networking Equipment
- Spares
- APX 900, 1500, 8000 & 8500 radios
- NICE logging recorder system
- Motomesh DUO & related equipment
- VMM Motomesh & related equipment
- PTP 5.8 MHz & related equipment
- ONSSI software, computer and related equipment
- HD Cameras
- Servers and software related to the above equipment
- 2 Radio towers (small)
- Getac MDC's