



# Department of Purchasing & Contract Compliance

January 22, 2013

Re: **13RFP122112C-DR, APCO P25 Phase 2 TDMA 800 MHZ Simulcast Trunked Radio System**

Dear Bidder(s):

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **13RFP122112C-DR, APCO P25 Phase 2 TDMA 800 MHZ Simulcast Trunked Radio System**.

Except as provided herein, all terms and conditions in the **13RFP122112C-DR** referenced above remain unchanged and in full force and effect.

Sincerely,

*Donald R. Riley*

Donald R. Riley, CPPB  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in Procurement Award • National Purchasing Institute



**13RFP122112C-DR, APCO P25 Phase 2 TDMA 800 MHZ Simulcast Trunked Radio System  
Addendum No. 1  
Page Two**

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

1. See attached document, concerning all questions submitted concerning this proposal.
2. See document for insurance requirements
3. The submittal deadline for the proposal listed above has been extended from January 30, 2013 to February 13, 2013.

**For additional information regarding this addendum, contact Donald R. Riley, Assistant Purchasing Agent at (404) 612-7916.**

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Failure to return a signed copy of this addendum could render your bid non-responsive.

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **February 13, 2013 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## Questions concerning 13RFP122112C-DR, APCO P25 Phase 2 TDMA 800 MHZ Simulcast Trunked Radio System

We would like to request clarification/additional information on the following items specific to the RFP document:

1. If available Motorola respectfully requests a word version of the RFP document to facilitate the point by point response of our proposal development.

**Response:** No. Fulton County does not provide an electronic word copy of the document; however, any vendor choosing to do so may download the pdf file off of the County's Purchasing Bid Board and convert the document to what electronic version of the document they need.

2. Motorola requests clarification with regard to the RFP requirement for a 14 channel P25 Phase 2 system capable of both FDMA and TDMA operation on each channel. Motorola interprets this further as a requirement for the system to deliver 26 talk paths under TDMA operation. Is this a correct interpretation?

3. **Response:** Yes, 26 talk paths under TDMA operation is the correct interpretation.

4. In section 3.3.6.5 Coverage Maps the follow statement appears: "Mobile data talk out and talk back maps depicting reliable data speed of 96 kbps. "Should this read "reliable data speeds of 9.6 kbps"?

**Response:** Yes, the "96 kbps" is an error and should read "9.6 kbps" instead.

5. With regard to your request in Section 3.8 Technology Refresh, Maintenance and Warranty;

1. Should the technology refresh services include 3<sup>rd</sup> party software? (example: OS updates/patches, Anti/Virus Updates, etc)

**Response:** Yes, the technology refresh should include all system software.

2. Should the technology refresh services include services for 3<sup>rd</sup> party software implementation and 3<sup>rd</sup> party hardware?

**Response:** Yes, the technology refresh should include all system hardware & software.

6. Is it the expectation by Fulton County that the implementation of the hardware and software refresh would be handled internally by IT staff or should the vendor include pricing for the implementation/installation of any refresh hardware and/or software?

Response: We would expect the vendor to perform the refreshes for the hardware/software, however, the vendor can identify specific areas where they would want the county's staff to perform the refresh tasks and the vendor must provide the necessary instructions/training to the county's staff to perform these refresh tasks.

7. It appears that the existing County sites have equipment shelters with indoor generators (except for the Morgan Hills site). Is it the County's intention to have indoor generators at the sites where there will be a new equipment shelter provided or will an outdoor diesel generator be acceptable?

Response: It would be acceptable to have outdoor generators, but they are not preferred. The county currently has two sites with outside generators (Morgan Falls and Water Tank sites). The concern with outdoor generators is from a security standpoint. Indoor generators are less likely to be tampered with than outdoor generators. Outdoor generators options should include security fencing to reduce the risk of damage or theft.

8. Can you provide more information specific to the training requirements?

- a. How many dispatch supervisors will be trained?

Response: Depends on what training is required. There are approximately 15 dispatch supervisors/administration staff that may need training.

- b. How many dispatch operators will be trained?

Response: Depends on what training is required. There are approximately 40 dispatch operators that may need training.

- c. Can you please provide a breakdown of the 3,500 personnel that require field radio training? Example: County Law – 500, County Govt – 1,000, City Law – 700, City Fire – 300, City Govt – 1,000

Response: Breakdown (based on subscriber units in each department): Police – 435, Marshal – 135, Sheriff – 1260, Fire – 350, Courts (DA & SG) – 120, Govt (Other) – 1250

- d. Would the County consider an alternate Train-the-Trainer approach for radio training as a cost savings option?

Response: Yes, the county would consider a Train-the-Trainer alternative.

- e. How many Radio System Managers will be trained?

Response: Up to 5 people would need this training.

9. We would like to request clarification/additional information on the following specific to the RFP document: There seems to be a conflict with the tower requirements. The RFP paragraph

3.4.7.1 states that the new tower ‘...should accommodate the County’s proposed equipment and up to three future co-located PCS or cellular providers.’ However, Exhibit 2 items 3, 4 & 5 state...’This tower should have all of the capabilities and capacity as existing self-support/guyed towers at Fulton County trucking sites’. Could you please specify which statement the Vendor should design the new towers to?

Response: The RFP description is correct. The new tower should have a capacity twice that of the existing tower’s capacity.

Also, if the Vendor is to design to the requirement of existing Fulton County trunking site, do you have a current list of those antennas, their heights and related transmission line sizes?

Response: As stated above, the new tower should have a capacity twice that of the existing tower’s capacity.

10. Exhibit 2, items 7, 8, 9 ask for the replacement of generators, UPS systems and HVACs. Should the removal of the existing components be included in the pricing?

Response: Yes, you may include the cost for removal of the existing components as a separate line item in the bid.

**11. Exhibit 3, minimum Qualification Response Form, clarifications regarding scoring.**

Response: For each question with a response of “Yes” will receive the point value for the question, every question with a response of “No” and/or no response will receive a zero (0) point value for that question.

**12.3.1.2 Number of Copies**

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format.

Response: Yes, Place all five (5) cd’s and the one (1) original of the Technical Proposal (which excludes the cost proposals only but shall include all of the other forms) all items are to be placed in one sealed envelope/box (either one is sufficient box or envelope).

Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.

Response: Place the Contract Compliance Exhibits one (1) original and one (1) copy in one (1) separate sealed envelope and then take that envelope and place it in the envelope/box with the 5 cd’s and one original technical proposal and all of the other documents.

Proposers shall submit one (1) original and one (1) copy of the Financial Information with the Technical Proposal marked “Original” and five (5) copy in a separate sealed envelope.

Response: Place the Financial information one (1) original and one (1) copy in one (1) separate sealed envelope and then take that envelope and place it in the envelope/box with the 5 cd's and one original technical proposal and all of the other documents.

Proposers shall submit one (1) original and five (5) copy of the Cost Proposal in a separate sealed envelope.

Response: Place the Cost Proposals one (1) original and five (5) copies of the Cost Proposals place them in one (1) separate sealed envelope and take that envelope and place it in the envelope/box with the 5 cd's and one original technical proposal and all of the other documents.

## Insurance Requirements

### **Insurance and Risk Management Provisions Simulcast Trunked Radio System**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

#### **Accordingly the Respondent shall provide a certificate evidencing the following:**

##### **1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|                                |             |               |           |
|--------------------------------|-------------|---------------|-----------|
| Employer's Liability Insurance | BY ACCIDENT | EACH ACCIDENT | \$100,000 |
| Employer's Liability Insurance | BY DISEASE  | POLICY LIMIT  | \$500,000 |
| Employer's Liability Insurance | BY DISEASE  | EACH EMPLOYEE | \$100,000 |

##### **2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

|   |                   |             |
|---|-------------------|-------------|
| Bodily Injury and Property Damage Liability | Each Occurrence   | \$1,000,000 |
| (Other than Products/Completed Operations)  | General Aggregate | \$2,000,000 |
| Products\Completed Operation                | Aggregate Limit   | \$2,000,000 |
| Personal and Advertising Injury             | Limits            | \$1,000,000 |
| Damage to Rented Premises                   | Limits            | \$100,000   |

##### **3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

|                               |                 |             |
|-------------------------------|-----------------|-------------|
| <b>Combined Single Limits</b> | Each Occurrence | \$1,000,000 |
|-------------------------------|-----------------|-------------|

(Including operation of non-owned, owned, and hired automobiles).



## **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_