

**Lewiston-Auburn 9-1-1  
Emergency Communications System**

**Phyllis Gamache, Director**  
552 Minot Avenue, Auburn, Maine 04210  
207.786.5380 ~ 207.795.0743 fax



**REQUEST FOR PROPOSALS**

Proposals will be received by Derek Boulanger, Facilities Manager/Purchasing Agent, City of Auburn, 60 Court Street, Auburn, ME 04210, on or before **2 PM September 9, 2015**, for the following:

**VHF Radio Engineering Services Related to Public Safety  
Communications in Lewiston and Auburn, Maine  
Bid #LA2015-004**

A comprehensive Request for Proposals and related addendums can be downloaded at:

[www.auburnmaine.gov/Pages/Government/Bid-Notices](http://www.auburnmaine.gov/Pages/Government/Bid-Notices)  
and  
[www.lewistonmaine.gov/Bids](http://www.lewistonmaine.gov/Bids)

Questions on this project will only be taken in the form of electronic mail addressed to [911director@auburnmaine.gov](mailto:911director@auburnmaine.gov)

The Lewiston-Auburn Emergency Communications System reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Phyllis Gamache  
Director, Lewiston-Auburn  
Emergency Communications System

## GENERAL CONDITIONS

### **1. Equal Employment Opportunity**

The Lewiston-Auburn Emergency Communications System is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the Center shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the Lewiston-Auburn Emergency Communications System.

### **2. Save Harmless**

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### **3. Subcontracting**

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the Center. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### **4. Warranty**

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

### **5. Insurance**

The City will require that the consultant have insurance during the term of the contract as follows:

1. Statutory Workers Compensation
2. General Liability General Aggregate (\$2,000,000 minimum)
3. Automobile (\$1,000,000 minimum)
4. Employers Liability Insurance (\$1,000,000 minimum)

Consultants will name the Lewiston-Auburn Emergency Communications System as an additional insured under its policies and will provide a Certificate of Insurance with provisions for a thirty day cancellation notice to the City.

### **6. Conflict of Interest**

The consultant shall certify that neither the consultant's firm nor its employees has any interest, financial or otherwise, beyond that which is to be specified.

## REQUEST FOR PROPOSALS

### **PROFESSIONAL COMMUNICATIONS ENGINEERING SERVICES ASSOCIATED WITH VHF PUBLIC SAFETY COMMUNICATIONS FOR THE LEWISTON-AUBURN EMERGENCY COMMUNICATIONS CENTER**

The Lewiston-Auburn Emergency Communications System is seeking professional communications engineering services related to the existing VHF radio infrastructure that connects all public safety departments in the Lewiston-Auburn area.

The project and scope of services includes two phases: an assessment of existing capabilities and infrastructure, including a signal strength and saturation study; phased implementation of new equipment and capabilities; guidance in the preparation of a request for proposal to solicit bids for a system-wide upgrade; and analysis of proposals received via the RFP process.

#### TASKS AND DELIVERABLES OF THE CONSULTANT

In Phase I of the project, the successful firm will perform at a minimum:

1. A measured and documented radio signal survey identifying coverage strengths and deficiencies within the Lewiston-Auburn response area. This evaluation will extend to all public safety agencies operating on the radio network. The evaluation will include field measurements that will be documented by latitude and longitude and overlaid on a map of the service area for easy reference. The agency will work with the vendor to establish those areas of greatest concern for coverage. ***This signal study is time sensitive; it must be completed while local trees are still in full foliage and not after the deciduous trees have gone dormant for the winter.***
2. A thorough evaluation of existing communications facilities, including tower sites, remote transmit and receive sites and the existing infrastructure at the Lewiston Auburn 911 Center.
3. A comprehensive review of the radio network and hardware used by LA911 dispatch and law enforcement, fire and EMS responders in the field, as well as a limited review of other non-public safety partners in Lewiston and Auburn who rely on VHF communications (public services, airport) in search of possible shared infrastructure and operations.
4. An examination of current communications modalities.
5. A review of the inventory of existing equipment and an analysis on the predicted remaining usefulness of that equipment.

6. Provide an opinion of probable cost to complete the recommendations outlined in the final report.

In Phase II of the project, the successful firm will provide

- a) Guidance and input into the creation and distribution of a Request for Proposals soliciting bids for a design and build out of an upgraded radio communications network.
- b) Attend mandatory prebid meeting and assist with any necessary addendums
- c) Provide technical assistance to potential bidders seeking clarification on the project when that assistance exceeds the expertise of Lewiston-Auburn Emergency Communications Center personnel.
- d) Review bids
- e) Provide guidance and input in the selection of the contract winner.

***The purpose of this RFP is to examine current capabilities, identify existing communications gaps, create a replacement schedule for existing equipment, and examine likely future communications needs, all in preparation of an RFP soliciting bids on a network-wide radio system upgrade.***

#### **Consultant Experience**

Firms considered for selection must have demonstrated experience in performing public safety communications network analysis and in creating similar RFPs of this scope. Additional consideration is given to organizations with experience phasing in existing equipment with next generation public safety communications modalities in integrated dispatch, fire and law enforcement environments.

Up to three (3) engineering firms selected from the RFP submissions will be invited back for an interview process to clearly understand the proposers' qualifications and the submitted proposal. These interviews will be evaluated and final selection made based on demonstrated competence, qualifications and project approach for the services required.

Fees for professional services are an important consideration, which must not be taken lightly. However, selection shall be ultimately based on demonstrated competence, qualifications and project approach at a reasonable fee.

The Lewiston-Auburn Emergency Communications System may negotiate with one or more responsive firms in order to make a tentative selection. Once a tentative selection has been made, a final scope of services and fee shall be negotiated with the selected firm in order to enter into a contract deemed to be in the best interest of the Center.

## **PROPOSAL FORMAT**

Consultants shall submit a minimum **seven (7)** copies and one electronic version of the following information, bound and tabbed according to the following sections.

- A. An overview of the firm with the type of expertise and resources available to their clients.
- B. At least three examples of similar type work highlighting comparable projects. Within this section prominence is given to creative approaches to reduce consumption. Include references: name and telephone number of owner/client. Provide project details including: scope of the work, direct responsibility, duration/timeframe of project, total project cost.
- C. Recommendations on the best approach (process) to economically assess current building conditions, identify projects, design selected projects, perform retrofits, and monitor the projects to determine if goals were met. A brief scope of each of these steps is required.
- D. At least two current examples of similar contracts by your firm of similar sized entities with similar complexity of buildings and equipment.
- E. Should we move into the second phase with your organization, demonstrate your ability to perform the radio signal saturation study, or detail how your firm will accomplish this task. Significant consideration is given to the firms capable of performing this survey before fall brings a loss of foliage.
- F. List any experience your firm has with accessing funding projects of this nature. Being a public entity the Lewiston-Auburn 9-1-1 Emergency Communications System has potential funding opportunities from various governmental (Federal and State) agencies and public utilities. Experience accessing public funding through grants is a plus. If you do not have these resources available how would you propose addressing this function?
- G. If there are any additional contractual requirements required by your firm to follow your recommended approach they need to be outlined in the RFP.
- H. Provide a chart showing the parties proposing, their roles/relationships and areas of responsibility, if any. Include the Client on such chart.

- I. Names and resumes of individuals who will be responsible for the project along with a description of their role, credentials, capabilities, past experience and a listing of projects similar to this project. Employees of the winning bidder will be required to successfully pass a background screening that will include clearance through the FBI's National Crime Information Center and the Maine Criminal Justice Information Center.
- J. Provide at least three client references, if different than those listed on project references (include name and telephone number of client).
- K. Provide separate sealed fee proposals broken down by task. The envelopes will remain sealed until the previously described ranking system of qualifications is complete.
- L. Provide the DUNS number of the consultant.
- M. Contact information should the Center have any questions relative to the proposal.

Please be sure to specifically address the "Selection Criteria", noted above, in one or more of the above sections. The Center reserves the right to accept any proposal, in whole or in part, to achieve the best proposal as determined by the City at its sole discretion.

### **SELECTION PROCESS**

The selection of a consultant will be based on the proposal that best serves the interests of the Lewiston-Auburn Emergency Communications System. The Lewiston-Auburn Emergency Communications System reserves the right to accept any proposal, in whole or in part, to achieve the best outcome as determined by the Lewiston-Auburn Emergency Communications System at its sole discretion. The Lewiston-Auburn Emergency Communications System also reserves the right to reject any or all proposals, or to waive any irregularities.

Proposals will be opened September 9, 2015, then reviewed and ranked by Lewiston Auburn Emergency Communications System staff including the Director, the Systems Manager, the Auburn Fire Chief, and any additional appropriate employees of the cities of Lewiston and Auburn in accordance to the criteria listed below. Following the evaluation, the Lewiston-Auburn Emergency Communications System may conduct interviews with the highest rated proposals to clearly understand qualifications and the submitted proposal prior to awarding a contract. If required, potential consultants will be called in for an interview September 16, 2015. If a consultant is not available on that date, a date for an alternate interview will be held on September 17, 2015.

Selection Criteria:

- A.** Specific experience with similar projects (20 points)
- B.** Background and experience of staff members who would be assigned to the job (20 points)
- C.** Ability to meet deadlines as described in this RFP (20 points)
- D.** References (10 points)
- E.** Fee (30 points)

Please be sure to specifically address the selection criteria noted above in your proposal. Proposals are to be delivered, not later than 2:00 PM, September 9, 2015 to:

Derek Boulanger  
Facilities Manager/Purchasing Agent  
City of Auburn  
60 Court Street  
Auburn, ME 04210  
207.333.6601 x1135

**PROJECT TIMELINE**

Mailing and publishing of RFP	Friday, August 14, 2015
Optional site visit	Wednesday, August 26, 2015
Proposals due	Wednesday, September 9, 2015
Proposals opened	Wednesday, September 9, 2015
Interviews	Wednesday, September 16, 2015
Alternate date	Thursday, September 17, 2015
Selection of Consultant	Friday, September 19, 2015

Additional information or any addendums may be found by visiting the following web address:

[www.auburnmaine.gov/Pages/Government/Bid-Notices](http://www.auburnmaine.gov/Pages/Government/Bid-Notices)  
and  
[www.lewistonmaine.gov/Bids](http://www.lewistonmaine.gov/Bids)

Inquiries may be made by contacting Phyllis Gamache, at (207) 784-7331 x2 or via email at 911Director@auburnmaine.gov .

Proposals will be reviewed and interviews tentatively scheduled within one – two weeks following receipt.

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Emergency Communications System**  
Phyllis Gamache, Director  
552 Minot Avenue, Auburn, Maine 04210  
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**SAMPLE AGREEMENT SAMPLE**

THIS AGREEMENT is made this **XXXXXXXX**, by and between the LEWISTON-AUBURN EMERGENCY COMMUNICATIONS CENTER located in the CENTER of Auburn in the County of Androscoggin, State of Maine (hereinafter "CENTER"), **XXXXXXXX**, (hereinafter "CONTRACTOR"),

**WITNESSETH:**

In consideration of the mutual covenants and conditions contained herein, the CENTER and the CONTRACTOR agree as follows:

**SPECIFICATIONS:**

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: **Bid # XXXXX** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

**COMPLETION DATE:**

2. The work to be performed under this Agreement shall be commenced by **Month day, year** and fully completed on or before **Month day, year**.

**CONTRACT PRICE:**

3. The CENTER shall pay the CONTRACTOR for the performance of the Agreement the sum of **XXXX**.

**GUARANTEE:**

4. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CENTER's written acceptance of the project.

**PERMITS AND LICENSES:**



5. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

**CENTER’S RIGHT TO TERMINATE CONTRACT:**

6. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CENTER when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CENTER.

**CONTRACTOR’S LIABILITY INSURANCE:**

7. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CENTER, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. **It is a requirement that the CENTER be named as an Additional Insured on the General Liability and Automobile Liability policies.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

**(b) Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CENTER shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

**(c) Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

**(d) Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

**(e) Certificates of Insurance** of the types and in the amounts required shall be delivered to the CENTER prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CENTER of cancellation, non-renewal or material change in coverage or form.
- (g) The CONTRACTOR and his surety shall indemnify and save harmless the CENTER, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CENTER for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CENTER.

**(h) Waiver of Subrogation**

Payment of any claim or suit including any expenses incurred in connection therewith by the CENTER, or any insurance company on behalf of the CENTER shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

**(i) Construction Agreement**

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CENTER from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CENTER, or the CENTER and the CONTRACTOR, which the CENTER may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CENTER and/or the sole negligence of the CENTER's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

**DAMAGES:**

9. The CONTRACTOR shall defend, indemnify and save harmless the CENTER and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

**LIENS:**

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CENTER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CENTER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the CENTER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**ASSIGNMENT:**

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CENTER.

**SUBCONTRACTS:**

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CENTER. The CONTRACTOR agrees that it is as fully responsible to the CENTER for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**USE OF PREMISES:**

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CENTER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

**CLEANING UP:**

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CENTER may remove the rubbish and charge the cost to the CONTRACTOR.

**PAYMENTS:**

15. Unless otherwise agreed to, the CENTER shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CENTER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness CENTER Director

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Contractor