



# **THE COUNTY OF CHESTER**

## **COMMISSIONERS**

Ryan Costello  
Kathi Cozzone  
Terence Farrell

## **DEPARTMENT OF PROCUREMENT AND GENERAL SERVICES**

313 West Market Street, Suite 4402  
P.O. Box 2748  
West Chester, PA 19380-0991  
(610) 344-6325 FAX (610) 344-5503

## **The County of Chester Department of Emergency Services**

### **REQUEST FOR PROPOSAL (RFP)**

**FOR**

### **Purchase and Implementation of A New Mobile Data System**

#### **RESPONSES TO BE SUBMITTED TO:**

**Department of Procurement and General Services  
313 West Market Street, Suite 4402  
P.O. Box 2748  
West Chester, PA 19380-0991**

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# **1. Introduction and Overview**

## **1.1 Background**

The County of Chester, Pennsylvania Department of Emergency Services (DES) currently operates a Motorola Radio Data Link Access Procedure (RDLAP) 800 MHz private data radio system. This nine (9) channel, twelve (12) site system provides data connection for Police, Fire, Emergency Medical Services (EMS), and Emergency Management Agency (EMA) responders throughout the County, back to the County's Computer Aided Dispatch (CAD) system. The County is interested in replacing RDLAP with a secure interoperable wireless data transfer over 25 KHz channels in the 700/800 MHz frequency bands. The New Mobile Data System (NMDS) must provide wireless data connectivity for the Mobile Data Computers (MDC) to the County's CAD for the purpose of real time messaging, silent dispatch, Automatic Vehicle Location (AVL) reporting, incident mapping, incident report loading, unit status, as well as access to Federal (NCIC/NLETS), State and local criminal information databases.

The County currently utilizes a Northrop Grumman Corporation CAD System. Presently the County has purchased and is in the process of implementing a new Intergraph 9.2 CAD system along with the Intergraph Mobile for Public Safety (MPS) software for use in the MDCs. It is of paramount importance and a requirement that the new NMDS support the enhanced features and higher data transfer requirements of the new Intergraph CAD and MPS software products.

## **1.2 Project Scope**

The successful Contractor shall be totally responsible to The County of Chester for the entire system replacement package. The successful Contractor shall be the prime contractor and will have total responsibility for all aspects of the project. The vendor shall assign a project manager who will report to a County assigned project manager, provide ongoing progress reports, and provide status report during the webinar sessions and face to face meetings throughout the life of the project. This replacement is to include, but not be limited to; all system design(s), additional site preparation on existing and/or proposed sites, radios, hardware, software, engineering, implementations and installations of materials, all labor for design, engineering and installations, program management, system integration with other specified systems and hardware, customer training, programming, and warranty maintenance.

The County reserves the right to approve each subcontractor, nonetheless, the prime contractor will have full responsibility for the performance of its subcontractors throughout the project.

The successful vendor will have the responsibility for removal of the legacy RDLAP mobile data fixed and vehicular equipment; this should be considered in the pricing aspect of this proposal. All equipment will be returned to the County at a location determined at the time of the implementation of the new NMDS.

### **1.3 Contact Information**

All technical questions relating to this RFP shall be presented in writing (email preferred; electronic communications are legally binding documents) to:

Ms. Robin Davis  
Department of Procurement and General Services  
313 West Market Street, Suite 4402  
P.O. Box 2748  
West Chester, PA 19380-0991  
610-344-6325  
610-344-5503 (F)  
rdavis@chesco.org

With a copy to:

Mr. Alireza Shahnami  
ACD Telecom, LLC  
103 Commerce Street  
Suite 180  
Lake Mary, FL 32746  
407.333.2300 (W)  
407.333.2310 (F)  
ali.shahnami@acdtelecom.com

Please note, that questions and correspondence by any means (i.e. telephone, email, fax, etc.) with anyone other than the points of contact listed above will be grounds for disqualification from this RFP.

## **2. Current Data System**

The County's present RDLAP mobile data system utilizes nine (9) FCC Licensed 800 MHz frequencies at twelve (12) transmitter sites operating at 9600 Kbps over conventional 25 MHz channels.

The present 810 users are comprised of law enforcement, fire, medical and emergency management units. With the new NMDS the capacity should accommodate at least 1000 mobile units.

The County of Chester uses Radio IP servers and software (Mobility Manager) to manage a Multi-IP gateway and the separate connections to their Intergraph CAD system. Current connections include the Motorola RDLAP system and cellular/Wide Area Network (WAN) public internet connections. The Radio IP software on the MDCs is configured for a split tunnel environment, allowing the information from Intergraph's Mobile for Public Safety (MPS) client to be directed towards the CAD network via a Virtual Private Network (VPN), while allowing other traffic to be directed to the public domain for items such as Record Management Systems (RMS) and internet access. Load balancing and encryption of the MPS CAD data is handled by Radio IP. The security protocols and encryption provided by Radio IP meets or exceeds the County's Criminal Justice Information System (CJIS) data requirements.

The Radio IP infrastructure includes a total of three (3) servers; two (2) at the Westtown primary Public Safety Answering Point (PSAP) and one (1) at the South Coatesville alternate PSAP. The geographically diverse servers provide redundancy for the Multi-IP gateway. There is no RDLAP connection or infrastructure at the South Coatesville alternate PSAP.

### **3. New System Requirements**

#### **3.1 General Implementation Requirements**

As the County is requesting a “Turn Key” proposal, the vendor shall include provisions to:

- Design the entire system to meet the coverage and performance requirements; and recommend the transmitter sites that will be required to meet the minimum acceptable RF coverage levels.
- Provide a complete documentation package to the County. The package shall include system diagrams, interconnection drawings, parameter lists, and optimization procedures.
- Prepare and execute a detailed system acceptance test plan, including detailed system acceptance test procedures.
- Assist in preparing all Federal Communications Commission (FCC) applications including modifications and new frequencies if required.
- Provide operational and technical training to appropriate County personnel and contracted radio shop technicians.
- Install the data station at the tower site(s), including the integrated base station controller, RF and modem controller shelf, digital backhaul equipment and antenna system; interconnections between the base stations and backhaul equipment and all mounting hardware including equipment racks and cabinets required for a complete installation of all supplied equipment and materials.
- All equipment shall be installed in a neat and professional manner.
- All installation services will comply with all warranty provisions and warranty contract maintenance services in accordance with these specifications.
- Complete and apply for all necessary building, electrical, zoning, and other permits with the municipalities.
- All installation services must comply with all local, state, and federal building, electrical and construction codes, including relevant FCC and Federal Aviation Administration (FAA) requirements.

#### **3.2 General Hardware Specifications**

The following general specifications will govern all of the hardware proposed for the New Mobile Data System:

- All equipment requiring FCC type approval, acceptance or certification shall have approval, acceptance, or certification at the time of offering.
- All electronic equipment shall reflect the latest advances in the state-of-the-art design.



- All equipment and materials shall be new and free from corrosion, scratches, and other defects.
- All equipment must be of current design and manufacture.
- All equipment shall meet or exceed the applicable standards of the Telecommunications Industry Association (TIA), the Institute of Electrical and Electronics Engineers Standards Association (IEEE-SA), and the FCC.
- Equipment design and construction shall be consistent with good engineering practices and shall be executed in a neat and workman-like manner.
- Appropriate lightning and surge protection will be provided to all installed hardware.

### **3.3 Security Compliance**

All transport of criminal justice information is subject to the Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy. The vendor shall be responsible to maintain necessary security and encryption to comply with CJISD-ITS-DOC-08140-5.2 version 8/9/2013, and the present FIPS140-2 Security Requirements for Cryptographic Modules standard.

Data integrity within Intergraph MPS and CAD is achieved within the Intergraph MDT server through the use of data compression and 128-bit Triple Data Encryption Standard (3DES) encryption. Once data has passed into MPS or the CAD system and entered into the I/MDT interface, the data is unencrypted and uncompressed.

The County's Radio IP software also provides VPN split tunneling to meet The County of Chester's security needs.

### **3.4 Site Selection**

It shall be the vendor's responsibility for the overall system design including proper site selection to meet the performance criteria set forth by the County. The vendor shall also determine the number of radio channels required to meet the County's minimum system capacity requirements.

The County's legacy RDLAP mobile data system utilizes twelve (12) tower sites which are a combination of County owned and leased facilities. The County strongly encourages the vendor attempt to utilize as a minimum, County owned tower sites and, if possible, other leased sites currently in use for the County's systems.

It is essential for the proposer to keep in mind that the current RDLAP system must be maintained as operational until final system acceptance of the new NMDS. This will require both systems to be functional at the same site locations during the cutover period. Proposers

will need to survey all existing and potential new sites for available space and submit a plan of action to accomplish the transition. Some existing shelters have ample room for new equipment, but others will be very tight. It is anticipated that all existing sites will have adequate AC power and HVAC to handle the new and old equipment at the same time. It is the vendor's responsibility to verify site readiness to support their proposal and to provide to Chester County a detailed report documenting any and all deficiencies that will need to be addressed to support the NMDS deployment. Items contained in the report need to be clearly identified as either included as part of the vendors proposed solution or the County's responsibility to remedy prior to a successful deployment. To the extent possible the County is seeking a "Turn Key" proposal including any and all work required for a successful deployment of a new NMDS.

### **3.4.1 Additional New Sites**

With the coverage requirements outlined in Section 4, it is expected that some number of new fill sites will be needed within the new data system. Coverage maps must be provided for each potential fill site, showing individual site coverage and composite coverage with the rest of the system as a whole.

As part of the design of any new site, the Proposer must include an analysis of space requirements for new equipment and antennas. Space may be available inside existing shared shelters, or the County may be required to purchase and install a new dedicated shelter for its equipment. Where appropriate, proposers must include pricing for a 12'x24' pre-fabricated shelter and a 25 kW propane generator to support the new site. Proposers must also include in their proposal all zoning, permitting, and construction costs associated with installation of new shelters and generators when required.

## **4. System Coverage**

### **4.1 Coverage Area**

It is the County's requirement to achieve system coverage across 95% of the geographic area of The County of Chester's 763 square miles with a message success rate (MSR) of 95%. The vendor must strive to achieve this goal with the proposed coverage design and with coverage reliability as specified in the following sections. Any and all areas that show limited or no coverage must be specifically identified in the coverage maps as such. It is the County's understanding that areas indicated as no coverage may include areas that have reduced coverage reliability but still provide service operability. It is acceptable for vendors to provide one or more alternative coverage designs with associated incremental additional costs as options for the County.

### **4.2 Coverage Reliability**

The system shall be designed to achieve reliable on-street data communications in 95% of the service area, with an MSR of 95%, as referenced above.

The proposer shall submit a detailed coverage map(s) of the proposed site(s) that illustrates a coverage estimation of the proposed infrastructure. Attempted data transmissions must be successful 95% of the time using a maximum of three automatic re-transmissions of data.

The proposer shall also identify existing co and adjacent-channel systems that may cause interference to their proposed system and shall calculate the degree of degradation to interference due to those sources. In the case of adjacent-channel transmitters, they shall use the method of TSB-88.1-D<sup>1</sup> §5.7 and shall account for frequency drift. In addition to the descriptive text, the proposer shall prepare a map comparing the coverage as proposed with and without all potential interferers present.

### **4.3 Coverage Prediction Documentation**

The County of Chester is requiring Proposers to submit coverage maps depicting proposed radio system coverage predicted through the use of a radio signal propagation model. The exact propagation model used is at the discretion of the Proposer. The proposer is advised

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<sup>1</sup> *Wireless Communications Systems — Performance in Noise- and Interference- Limited Situations — Part 1: Recommended Methods for Technology-Independent Performance Modeling*, TIA TSB-88.1-D, Telecommunications Industry Association, 2012.

that there is a discussion of the relative properties of several propagation prediction models in TIA TSB-88.2-D<sup>2</sup>.

Whichever propagation model used should be based on theoretical and empirical data and take into account channel bandwidth, modulation type, MSR requirement, terrain, and land cover data. The Proposer must identify the propagation model used in determining the coverage prediction as well as the parameters used in the propagation model. This documentation shall include a detailed description of range and reliability calculation, including any and all assumptions. Coverage maps that show reliability for the entire County service area shall be included.

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<sup>2</sup> *Wireless Communications Systems — Performance in Noise- and Interference- Limited Situations — Part 2: Propagation & Noise*, TIA TSB-88.2-D, Telecommunications Industry Association, 2012.

## 5. System Capacity and Loading

The statistics below should be useful to proposers preparing the proposal to determine the throughput and projected loading capacity based on actual data collected from the present systems. This data will serve as a benchmark and will help to develop a message profile for throughput calculations.

The present legacy system serves 460 police, 225 fire and 125 medical units equipped with MDCs. These units are dispatched to 29,000 Police and 4,000 Fire/EMS incidents per month with daily averages for responses of 967 Police and 133 Fire/EMS.

Testing was recently completed on the new Intergraph MPS software to document and measure data packets for typical transactions between CAD and MDCs in the field. The results of this testing are provided in the table below:

<b>Description of Transaction</b>	<b>Packet Size (in KB)</b>
MPS Sign On	5
Unit assigned event from dispatcher	4
Status changes (en route, arrive, clear, etc.)	<1
Adding event comments	1.2
Receiving event updates	5
Creating a field event	4
Automatic updates in Patrol Dashboard	1
Unit self-attaching to an event	4
Adding supplemental data from an MDC	1.5
UeDelta Report	450

The system must be capable of addressing and controlling a minimum of 1000 mobile data computers with up to 700 active during peak hours. The proposer shall evaluate the User Profile/Message Model and calculate the number of active vehicles that can be supported by the proposed system.

The County's vision is, with this New System, that there will be additional mobile computing at a rate difficult to predict and determine as the County has no history to cite for purposes of reference in this RFP document.

The proposer's calculations should include provisions for overhead associated with:

- Automatic RF acknowledgement transmissions for all inbound and outbound messages.
- Retries
- Automatic roaming
- Message packetization
- Error correction and error detection.

- Automatic Vehicle Location (AVL) data

Multi-frequency mobiles shall seamlessly roam throughout the coverage area. The proposer shall explain how the mobiles will select new channels when they leave the area to which the receiver is tuned.

The proposer should provide a clear explanation of the methods used to account for all of the above situations in their proposals.

## **6. Technical Specifications**

### **6.1 Antenna System Equipment**

The successful vendor shall install all antenna hardware and cables. It shall be the responsibility of the Vendor to verify that such space is available on the proposed tower and or building structures as chosen by the vendor.

### **6.2 Network System Manager**

The system will manage the network of base station modems and provide a host communications interface to the message switch. Arbitration of the mobile units assuring logical IP addressing of the client will be all that is required of the host server.

The proposer shall provide a detailed description of the router, taking into consideration an in-depth description of the method in which communications to and from the mobile unit will be accomplished.

### **6.3 Fixed Equipment**

#### **6.3.1 Modular Design**

It will be the proposer's responsibility to include detailed description of equipment upgradeability; software updates when necessary, scalability to adapt new equipment to expand operations, and technical transparency to make use of industry standards.

#### **6.3.2 Base Radio System**

The County prefers that the proposer leverage the County's P25 Phase 2 antennas when possible and band pass filter junction box, when possible. Please see appendix C for additional details.

##### **6.3.2.1 Digital Design**

Base stations will be designed with any standardized P25 and/or LTE modulation schemes.

##### **6.3.2.2 Encode**

The modem section of the base radio system shall simultaneously decode two incoming message streams provided by the RF section of the data base station for increased

message reliability in the field while operating with an over-the-air data rate of 19.2 Kbps or greater.

### **6.3.2.3 Multiple Receive**

The modem should have MIMO capability;

The modem section of the base radio system shall simultaneously decode two incoming message streams provided by the RF section of the data base station for increased message reliability in the field while operating with an over-the-air data rate of 19.2 Kbps or greater.

### **6.3.3 Type Acceptance**

All radios shall be FCC type accepted for transmission of the proposed data signals in the 700/800 MHz bands.

### **6.3.4 Functionality**

The successful vendor will furnish a base station radio system that meets or exceeds the following minimum specifications:

- The base station radios must operate in a full duplex mode and be capable of transmitting outbound messages to one mobile data computer and receiving an inbound message from another mobile data computer simultaneously. (Simplex and half-duplex base station radios do not meet this requirement)
- Must be capable of online and/or offline diagnostics to facilitate troubleshooting
- The equipment shall meet or exceed TIA -603-D<sup>3</sup> Class A standards for both transmitters and receivers

## **6.4 Mobile Vehicle Modems**

The proposer shall provide a detailed description of the mobile radio modem. At a minimum, this description shall take into consideration the specifications outlined in this section. It is highly recommended that proposers provide point-by-point responses to all questions and specifications. The mobile radio/modem(s) shall provide an interface between the mobile computing device and the wireless data network equipment. It is highly desirable that the

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<sup>3</sup> *Land Mobile FM or PM - Communications Equipment - Measurement and Performance Standards*, TIA-603-D, Telecommunications Industry Association, 2010.



mobile modem(s) are a rugged, factory integrated vehicular radio modem(s) designed to provide optimum data transmission performance for mobile data applications.

Mobile modems must support individual group broadcast addressing by IP multicast and directed subnet broadcast.

All units shall have an over-the-air data speed of 19.2 Kbps or greater on a 25 kHz conventional channel.

#### **6.4.1 Interface Ports**

The mobile radio/modem shall be capable of interfacing Ethernet 10/100/1000 Base T (RJ-45) connector(s) and/or DB9 RS-232C female connector(s) and/or Universal Serial Bus (USB) port(s) and/or over Wi-Fi. The proposer shall provide a description of the interfacing capabilities of the mobile radio/modem based on the above statement and the vendor's previous experiences.

#### **6.4.2 Integrated GPS**

Global Positioning System (GPS) integration capability for vehicular data such as position, speed, and direction with the accuracy of the GPS given explicitly including the number of channels. Enhanced features such Wide Area Augmentation System (WAAS) capability to enhance the geospatial reference shall be included in the proposal. GPS units must support one of following protocols:

- NMEA0183 (National Marine Electronics Association)
- TAIP (Trimble ASII Interface Protocol)
- OpenSky Subscriber Application Interface (M/A-COM Tyco Electronics – Revision 1.3)
- BlueTree (IO Management and Event Reporting for the BlueTree 4000 and 5000 Series – Version 1.0)

### **6.4.3 Electrical, Temperature, and Shock**

Description of methodologies and testing standards for equipment such as IEC standard 60529 and the current version of MIL-STD-810 Environmental Engineering Considerations and Laboratory Tests Standard for environmental rigors. Proposals should include the following information:

- Operating Temperature Range
- Operating Humidity Range
- Shock Resistance
- Resistance to water
- Resistance to dust

The mobile modem shall be designed so that voltage variations and electrical noise in a typical vehicular environment, such as those caused by Electrostatic discharge (ESD) will not cause the unit to lose or alter stored information. The mobile modem's operating voltage must be 10.9 to 16.3 volts DC with reverse polarity protection.

### **6.4.4 Mounting and Connection**

The mobile radio modem shall normally be installed in an area of the vehicle that will put it out of harm's way and minimize the amount of equipment that will be installed in the forward occupant compartment(s).

## **6.5 Mobile Radio Module**

The proposer shall provide a detailed description of the radio section of the mobile radio modem. At a minimum, this description shall take into consideration the specifications outlined in this section. Propsoers are reminded to provide point-to-point responses to all specifications.

Mobile Radio Components:

- The radio component shall consist of an integral radio set that is capable of multi-channels. The radio shall feature automatic channel switching, and any other characteristics necessary to complete a highly reliable installation suitable for data communications, Heat-generating components shall be secured to a die-cast heat sink chassis to minimize internal heat generation
- All mounting hardware shall be furnished
- All cabling required to interconnect the radio set, vehicle battery and fusing facilities shall be included

- The radio section for the mobile shall be designed so that voltage variations and electrical noise in a normal vehicle electrical system will cause the unit to lose or alter stored information

### **6.5.1 Transmitter Specifications**

The transmitter, transmitter RF power output and transmitter emission shall fully comply with TIA Standards and be FCC type accepted.

## **7. System Testing and Acceptance**

### **7.1 Acceptance Test Plan**

The Acceptance Test Plan submitted by the Proposer should, at a minimum, include the following test procedures:

- Verification that all equipment has been delivered and properly installed in a manner in accordance with this RFP and the subsequent negotiated contract
- Demonstration that all equipment meets manufacturers designed specification
- Verification that all functions and features are performed according to specification and the terms agreed to in the contract
- Verification that system redundancy capabilities function properly
- Successful completion of system coverage testing
- Successful completion of a 30 day reliability test
- Successful Completion of a system through put test

### **7.2 Field Acceptance Testing**

After the completion of installation and optimization of all system and subsystem components in the County of Chester, performance and operational tests shall be performed. These tests shall be performed by the Contractor and observed by County representatives to verify proper operation of all subsystems, features and capabilities of the system. Physical inspections of all sites will be conducted to ensure the quality and accuracy of the equipment installation.

The Contractor shall provide all test equipment required for the Acceptance Test Plan (ATP). All test equipment must be calibrated to match the appropriate calibration recorded for the system equipment. The Proposer shall provide an outline of their proposed Functional Acceptance Test Plan (FATP). The FATP shall include all procedures to be followed, equipment to be used and the pass/fail criteria to be utilized to verify system performance. A final FATP shall be submitted by the awarded Contractor during contract negotiation.

### **7.3 Coverage Test – MSR Testing**

The proposer shall propose a Coverage Acceptance Test Plan (CATP). The CATP shall follow the methods described in §5.7.2ff and other applicable sections of TIA

TSB-88.3-D<sup>4</sup> and have the following characteristics:

- It shall be based on Message Success Rate (MSR) and performed in accordance with §5.7.2.3 of TIA TSB-88.3-D4
- It shall be an outbound, moving test in a vehicle traveling at a nominal speed of 30 MPH
- Measurements shall be made quasi-uniformly throughout the service area. The minimum number of test grids shall be determined according to the method described in TIA TSB-88.3-D4, §5.2.1, with the following assumptions:
  - 99% Confidence
  - 1.5% Sampling error allowance
- The Pass/Fail test shall be a "Greater Than" test, as defined in §5.3.1 of TIA TSB-88.3-D4
- Inaccessible grids shall be eliminated from the reliability calculation

#### **7.4 30 Day Reliability Test**

As part of the acceptance test process, the New Data system shall be required to undergo a continuous 30 day reliability test. This test shall be performed by installing the mobile hardware required and configuring an initial test group of 45 vehicles. These test vehicles will be selected with the assistance of the County to ensure the following:

- An adequate sampling of the County's geographic service area
- Response agencies that will generate an adequate volume of data usage to validate the reliability test
- Representation from Police, Fire and EMS agencies

During the reliability test if a major traffic-affecting failure occurs the test shall be ceased, repairs made as needed to rectify the failure, and the test restarted again at day 1. During the test period should minor, non-traffic affecting problems occur, the testing shall be paused until such time as the problem can be resolved. Upon successful resolution to the satisfaction of both the County and the Contractor, the test shall resume from the beginning of the day when the problem occurred.

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<sup>4</sup> *Wireless Communications Systems — Performance in Noise and Interference-Limited Situations — Part 3: Recommended Methods for Technology-Independent Performance Verification*, TIA TSB-88.3-D, Telecommunications Industry Association, 2013.

## **8. Installation**

### **8.1 Installation Standards**

The Contractor shall install all equipment furnished for the data system in accordance with good engineering and workmanship practices. All equipment installations shall meet all local codes and ordinances. All standards shall be subject to prior approval. The Contractor is responsible for installing all equipment necessary for the operation of the data system as described in this RFP. During the detailed design phase, the Contractor shall develop detailed installation plans and procedures to perform the work in accordance with the schedule, implementation plan, and contract documents. After equipment installation, the Contractor shall provide an Installation Completion Report. The Contractor shall incorporate any and all comments received from the County into this final document. An initial and final walk-through will be conducted to determine operational conditions.

### **8.2 Installation Plans, Procedures, and Approvals**

The Proposer shall prepare, in response to this RFP, an installation plan, which outlines the installation of the infrastructure equipment on a site-by-site basis.

The installation shall be performed in accordance with the overall data system project schedule, implementation plan, and contract documents. The installation plan shall also include the installation of the vehicle radio/modems. The Contractor shall provide detailed installation plans and procedures showing the proposed installations at each site and facility at least fourteen (14) days before the beginning of work at that site. The Contractor shall not perform any installation work until approval of the proposed plans and procedures is received. All work in the dispatch centers shall strictly follow the approved cutover plan for that facility. The installation plans shall include the proposed plot plan, floor plan, equipment layout, rack elevations, tower elevations, cabling and wiring diagrams, antenna installation drawings, and seismic bracing details. The equipment layout and space requirements shall be identified at each site and included in the proposed installation plans.

### **8.3 Installation Coordination**

The proposed installations shall be approved by the County prior to commencement of a particular stage of work on a site-by-site basis. Installation at any site or facility shall not commence without written approval from the County. The Contractor shall install the equipment within the designated space as proposed in the installation plan; all changes require prior written approval from the County. Access to all existing County facilities shall require prior coordination with the County.

## **8.4 Equipment Installation Requirements**

The Proposer shall provide a copy of its latest installation and quality standards with the response to this RFP. The Contractor shall be responsible for the installation of all equipment furnished for the NMDS. The equipment shall be installed in accordance with appropriate installation standards. The installation of this equipment shall conform to the applicable requirements outlined in this section, the Proposer's applicable installation and quality practices, and the County's requests. The most stringent of these requirements and guidelines shall govern if a conflict arises during the installation. The County reserves the right to approve or disapprove the use of any portion of the Proposer's standards to which it does not agree. This shall include all metal conduit, trays, racks, cabinets, antennas, transmission lines, electrical service entrance conductors, telephone lines, and other metallic conductors. Active RF equipment shall be mounted in the equipment room. Tower-mounted RF equipment is to be limited to RF receive preamplifiers where these devices are necessary for system design. Where these standards, and/or those listed in this section conflict, the more stringent requirement shall prevail.

The Contractor shall inspect the grounding systems at all facilities and provide a written report delineating any deficiencies and identifying the required corrective action. The written report shall be submitted to the County at least sixty (60) days prior to the installation of new equipment. The County will consider the deficiencies and make disposition in a timely manner. The County may elect to correct the noted deficiencies or have the deficiencies corrected by the Contractor at additional cost. The Contractor shall furnish and install all grounding and bonding conductors and make connections to existing facilities. The conductors shall be Number 6 American Wire Gauge (AWG) copper wire or larger. The Contractor shall provide all grounding and lightning protection equipment, including surge arresters, to comply with the requirements of this section for all equipment installed as part of the project. Bonding conductors shall be used to bond the various pieces of equipment, conduit, trays, etc. together.

## **8.5 Electrical Installation, Grounding, Bonding, and Lightning Protection**

The Contractor shall ensure that all equipment is installed, electrically bonded, grounded, and protected in accordance with the latest editions of all applicable codes and standards.

Each single row of equipment shall have a separate ground bus consisting of an AWG #2 or larger solid or stranded copper conductor. Each bus shall be connected to the single point ground window.

A single cabinet, rack, or enclosure and any associated transmission line or circuit protection devices shall have a ground conductor bonding all components to a single point ground near the equipment installation.

All ground conductors that compose the external ground system shall be connected using exothermic welding. Transmission lines shall be grounded with properly sized ground kits and connected to the tower and entry bus.

The external ground system shall be tested for soil impedance in accordance with the current version of MIL-HDBK- 419 and shall provide a ground resistance of 10 Ohms or less

The Contractor shall provide lightning surge protection for all metallic cables interfacing with equipment outside the site or facility. This includes alternating current (AC) power, RF cabling to the towers, telephone lines, and other equipment interfaces. All cables in cable trays shall be secured at intervals of no more than thirty-six (36) inches. Cables shall be supported for all runs in excess of twenty-four (24) inches. The Contractor shall provide a cable tray system at each site as may be required and/or as they propose new or replacement trays.

The Contractor shall install surge protection devices for all RF cabling and wiring associated with the NMDS project. The Contractor shall identify surge protection deficiencies at existing facilities, if any exist, and recommend changes to the County. In the event that the County does not choose to improve any noted surge protection deficiencies, the Contractor shall take appropriate steps to protect the new equipment associated with the NMDS project, including the inclusion of surge arresters in interfaces between equipment. All coaxial transmission lines to external antennas shall be protected using suitable flange mount (or bulkhead mount, where necessary) surge protectors equivalent to the PolyPhaser IS-50-NX-CI. Telephone lines shall be protected using gas tube protectors that comply with Telcordia GR-1361 specifications.



## **9. Training**

The proposer shall provide detailed descriptions of all proposed training, subject to the guidelines contained in this section.

The proposer shall provide a minimum of eight (8) hours of maintenance training for up to ten (10) County & maintenance personnel.

Training shall include a description of the theory of operation and practical maintenance procedures for the mobile computing devices, base station radios, mobile radio, and mobile modem hardware.

Upon completion of the course(s), a technician with a basic education in data and radio fundamentals will be qualified to perform installation, setup, maintenance, and troubleshooting of the equipment.

Instructional material shall be included as part of the training package.

## **10. Proposal Requirements**

### **10.1 Proposer's Background and Qualifications**

As part of the response, the Proposer shall submit a description of the Proposer's background, qualifications, history and experience in large-scale county and city projects of a similar nature and with the proposed system technology. The Proposer should submit three (3) references of public safety projects of similar size and scope that have been completed throughout the United States with preference in the Commonwealth of Pennsylvania.

The Proposer must submit a high-level company organizational chart, as well as a team organizational chart including the members of the proposed project team for the County of Chester's New Mobile Data System Project.

The Proposer must include resumes, certifications and licenses of all key personnel who will be responsible for the delivery, installation and services of associated with the project. The Proposer shall also describe the experience of any sub-contractors and what their role will be in the project.

### **10.2 Clarifications**

All official clarifications or interpretations of the RFP document will be made available to the Proposers by written addenda issued by the County of Chester, Department of Procurement and General Services. Questions submitted to The County of Chester prior to the deadline of November 12, 2014, will be addressed at the pre-bid conference on November 5, 2014 and an addendum with answers will be issued shortly thereafter. The County will entertain additional questions during the pre-bid conference. The County shall not be held responsible for oral interpretations.

Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the contact persons listed in section 1.3 of this RFP.

### **10.3 Manufacturing and Staging**

It is the intent of this RFP to purchase a comprehensive New Generation Mobile Data System to replace the current countywide system in which the Proposer will be responsible for the new system's entire completion. Proposers who sub-contract any of these components shall be expected to fully comply.

## **10.4 Sub-Contractors**

No activities or services included as part of this proposal may be sub-contracted to another organization, firm, or individual without the approval of The County of Chester. Any intent to sub-contract should be clearly identified in this proposal. It is understood that the Proposer is held responsible for the satisfactory accomplishment of the service or activities included in a sub-contract.

As stated in section 10.1 above, the Proposer shall include all resumes, certifications, licenses, and eligibility of any proposed sub-contractors along with a description of each sub-contractor's role in the project.

## **10.5 Criteria to Determine if Proposal is Responsive and Responsible**

A requirement for proposals is that the Proposer must be responsible and must submit a responsive offer. To be responsive, a proposal must conform to the criteria described in this RFP. To be responsible means the Proposer has the requisite business integrity, as well as financial and organizational capabilities, to ensure good-faith performance.

An evaluation committee will conduct a preliminary review of the proposals for completeness and will develop a short list of Proposers and these short listed Proposers may be scheduled for a structured oral presentation, demonstrations and discussions. Such presentations will be at no cost to the County. At the end of the oral presentation and discussion, the evaluation of the short listed Proposers will be completed. The sessions may be recorded. The County may or may not request a best and final offer; therefore, Proposers are encouraged to provide their best pricing at the time of proposal submission.

The award of this contract(s) will be made to the Proposer offering the response which best meets the needs of the County. The County may make investigations, as it deems necessary, to determine the capabilities of the Proposer to create, modify, and implement the required system. The Proposer shall furnish to the County such data as the County may request for this purpose. The County reserves the right to reject any offer if the evidence submitted by, or the investigation of, the Proposer fails to satisfy the County that the Proposer is properly qualified to provide the services contemplated, or if the overall proposal response is deemed non-compliant.

The following criteria are outlined and to be used to determine if a proposal is responsible:

- Does the Proposer demonstrate an understanding of The County's DES needs and proposed approach to the project?

- Proposer’s demonstrated capabilities and qualifications as determined by reference checks, evaluation of materials, evaluation of construction techniques, and other evaluations.
- Proposer’s design, engineering, reliability factors, and equipment capability
- Does the Proposer possess the ability, capacity, skill, and financial resources to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Proposers past performance on similar projects
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime Contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract The County seeks to establish through this RFP?
- Does the Proposer propose to perform the work at a fair and reasonable cost?
- Proposer and its subcontractors are authorized and certified to perform work in the Commonwealth of Pennsylvania

## **10.6 Delivery Dates and Exclusions**

Any delivery dates and/or exclusions shall be duly noted in the Proposer’s RFP submission and clearly defined in the resulting contract with The County of Chester.

## **10.7 Instructions for Proposal**

### **10.7.1 Response Format**

The County of Chester requests concise and detailed responses and is not interested in “boiler plate” responses and company brochures. The response should identify any services that the Proposer anticipates being required that is not included in this RFP. Responses should be formatted according to the following outline:

#### **10.7.1.1 Cover Letter**

A cover letter transmitting the proposal to the County, signed by an official authorized to contract for the Proposer. The letter must contain the following: Name, title, address, telephone number, and email address of the company’s contract person for the proposal. The letter shall also contain a statement that the Proposer understands and agrees with the scope of services and accepts all other requirements, terms and conditions of the RFP.

**10.7.1.2 Firm's Qualifications**

Provide an organizational chart for firm. Also, provide documentation of registration to do business in the Commonwealth of Pennsylvania. Include information illustrating special experience or techniques that are directly relevant to this project.

**10.7.1.3 Project Management Approach and Format**

Description of the firm's experience with minimum of three (3) projects brought to completion. Provide for each the client name, address, and contact person and telephone number. Also, list the skill sets the firm has in its employ related to the scope of this project.

**10.7.1.4 Fee Schedule**

Please list the fee structure per skill set related to the type personnel required to fulfill this contract as stated in the Statement of Work. Please submit fee schedule in a separate sealed envelope.

**10.7.1.5 Response to General Terms and Conditions**

Provide the response to the general terms and conditions outlined in this RFP.

**10.7.1.6 Additional Information**

Provide any other relevant information which you believe uniquely qualifies your company for this engagement.

**10.7.1.7 Implementation Plan**

Proposer should include an implementation plan section in the proposal. Proposer should also include a high level project plan with timeline and milestones. The proposed schedule should be supporting the expected months/years of the project duration. Please include time estimates for specific tasks and clearly indicate where County staff will be involved. It is expected that the Proposer will furnish sufficient and competent resources necessary to ensure timely project completion. This should allow for sufficient time for the development of any procedures, tasks, problems, and/or correction/resolution.

**10.7.1.8 Organization**

The Proposer must describe the firm's organization and outline what percentages are dedicated to public safety projects.

### **10.7.2 Proposal Due Date**

Seven (7) complete copies (1 original, 5 copies, and 1 electronic version) of the sealed proposal must be submitted no later than 12:00, Noon ET, December 5, 2014:

**Ms. Robin P. Davis, Senior Buyer  
County of Chester  
313 West Market Street, Suite 4402  
PO Box 2748  
West Chester, PA 19380-0991**

The technical proposal and cost proposal shall be sealed in separate envelopes. The Proposers must clearly mark the outside of the envelopes with the words: "Proposal for Purchase and Implementation of a New Mobile Data System".

### **10.7.3 Interview/Presentation**

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

- Request and obtain additional information and/or clarification from Proposers.
- Request and schedule Proposer(s) to meet at a designated time, date, and County location for an interview and/or presentation.

### **10.7.4 General Information**

As a result of review and evaluation of any proposals received in response to this RFP and any other information that may be obtained by the County, the County may prepare and offer an agreement to the successful Contractor. The Agreement will incorporate, in order of precedence, the following:

- The Attached Agreement form (Appendix D) which will briefly state the purpose of the Agreement, contain the final fee structure with any refinements agreed to in the Scope of Service and Statement of Work.
- This RFP.
- Any pertinent portions of the proposal submitted by the selected Contractor.

The County reserves the right to reject any or all proposals or any portion thereof and to select the proposal which it judges to be in the best interest of the County. The County reserves the right to cancel or modify this RFP. There is no guarantee that the County will place the requested services under contract.

### **10.7.5 General Terms and Conditions**

**10.7.5.1 Independent Capacity of Contractor**

The Contractor, its employees and agents, are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees or agents of the County.

**10.7.5.2 Prohibition Against Assignment**

The Contractor shall not assign any part of this Agreement without prior written approval by the County.

**10.7.5.3 Contract Modification, Amendment, and Termination**

This document and all attachments which have been incorporated by reference, contain all terms, provisions, and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and part of this Agreement.

The Contractor shall not be held responsible for delay or failure to perform hereunder when such a delay or failure is due to fire, epidemic, natural disaster or public enemy.

The County reserves the right to suspend, revise, or withhold funds in whole or in part for reasons of noncompliance with the terms and provisions of this Agreement.

In addition, this Agreement may be terminated by the County at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

**10.7.5.4 Hold Harmless**

It is understood that the selected Contractor is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Contractor. The firm agrees to indemnify, defend, and hold harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the action of the Contractor in fulfilling the terms of this Agreement.

#### **10.7.5.5 Insurance/Performance Bond**

The Contractor shall perform its services under this Agreement, as an independent Contractor and shall insure, as they may appear, the interest of all parties to this Agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Agreement.

The Contractor will provide original certificate(s) of insurance made out to the County of Chester showing all insurance coverage carried by the selected Contractor upon submission of a signed Agreement to the County. The Agreement will not be approved by the County if a certificate is not present. If, during terms of Agreement, coverage should expire, payments may be withheld by the County until the Contractor submits a certificate reflecting the new policy coverage dates.

At a minimum, the Contractor must carry at least the following:

- General liability insurance, naming the County of Chester as additional insured, in the amount of \$2,000,000 per occurrence.
- Worker's compensation as required by Pennsylvania statute
- Employer's liability insurance
- Automobile liability insurance, with a combined single limit of \$1,000,000 "any auto"
- Professional liability insurance with a limit of \$5,000,000

The Contractor hereby expressly waives any immunity under the Worker's Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303 (b) [77 P.S. @ 481 (b) of said act.

The Contractor shall accept full responsibility for the payment of premiums of all insurance, as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for the Contractor or the Contractor's employees who are performing services pursuant to this Agreement.

Upon execution of an agreement, the Contractor shall, at its sole cost and expense, provide the County with a one hundred percent (100%) performance bond on the bond form that is included in the RFP (Appendix K), within ten (10) days of the award. The performance bond shall be held for the duration of the contract and any and all renewal terms.

#### **10.7.5.6 Sole Contractor**



The Contractor of award agrees that he and only he shall be the County's sole Contractor on this project.

**10.7.5.7 Non-Discrimination**

The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services.

The Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State and or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but the Contractor shall remain primarily responsible for compliance hereunder.

**10.7.5.8 Certification Regarding Impartiality and Conflict of Interest**

The Contractor certifies that it is a totally independent entity and that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

The Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of the Agreement following notification by County to Contractor (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice.

The Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

**10.7.5.9 Americans With Disabilities Act:**

It shall be the sole responsibility of the Contractor and/or Subcontractor to investigate the applicability of The Americans with Disabilities Act of 1990 and to comply with all respects of these provisions.

Pursuant to federal rules promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the

“General Prohibitions Against Discrimination”, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the County of Chester through contracts with outside Contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the County of Chester from all losses, damages, expenses, claims, demands, suits and action brought by any party against the County of Chester as a result of the Contractor’s failure to comply with the provisions of subparagraph above.

**10.7.6 Cooperative Purchasing Program**

The County of Chester is a member of the Southeastern Pennsylvania Counties Cooperative Purchasing Board which consists of the Counties of Berks, Bradford, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, and Northampton. Members of the Co-op may, at their discretion, avail themselves of contract(s) awarded by Chester County provided the Contractor agrees. The terms and conditions of the contract apply in full except that they do not include any requirements for Co-op members. Their requirements, if any, will be identified by each member through direct communications with the Contractor. All orders, invoice payments, and related transactions will be made directly between the Contractor and individual Co-op member.

The Proposer is to respond to the following question by initialing below. Responses are required but will not affect the award.

The provisions of this contract; price, delivery, terms, and conditions may be extended to any and all members of the Southeastern Pennsylvania Counties Cooperative Purchasing Board for the duration of the contract.

Yes \_\_\_\_\_ No \_\_\_\_\_

Intergovernmental Cooperative Purchasing

Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, (title 62 Pa C.S. 1902), known as the Commonwealth Procurement Code (a), local public procurement units, local municipalities, and authorities are permitted to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local procurement unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational, or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company, and, to

the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, and construction. Local Public Procurement Units located within the County of Chester, or as otherwise approved by the County and the Contractor may, at their discretion, avail themselves of contract(s) awarded by the County of Chester, provided the Contractor agrees. The terms and conditions of the contract apply in full except that they do not include any requirements for such Local Public Procurement Units. Their requirements, if any, will be identified by the Local Public Procurement Unit through direct communications with the Contractor. All orders, invoice payments, and related transactions will be made directly between the Contractor and individual Local Public Procurement Units.

The Proposer is to respond to the following question by initialing below. Responses are required but will not affect the award.

The provisions of this contract; price, delivery, terms and conditions may be extended to any and all Local Public Procurement Units on a cooperative purchasing basis for the duration of the contract.

Yes \_\_\_\_\_ No \_\_\_\_\_

#### **10.7.7 Payments**

The County has the ability to utilize a Procurement Card for payment of goods/services provided under this contract. Please indicate if your company would accept the use of a Procurement Card for payment.

The successful Contractor will accept payment by Procurement Card for goods/services sold under this contract:

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes to the above questions, what percent discount would you offer off pricing?  
\_\_\_\_\_ %

**Please Note: discounts for accepting payment by Procurement Card will not affect the award.**

The Contractor shall be responsible to meet all time schedules with regard to completion of defined deliverables.

The County shall reserve the sole right to deduct five percent (5%) on any invoice submitted in which a specific agreed upon schedule has not been met.

The County shall reserve the sole right to collect and/or deduct from the Contractor an amount deemed reasonable by the County for any errors created or developed by the Contractor.

#### **10.7.8 Debarred & Suspended Contractors in the Commonwealth of Pennsylvania:**

Proposals submitted by any Contractor or sub-contractor who are identified on the Pennsylvania debarment list will automatically be rejected by the County of Chester.

Proposers can review the debarment list at the following website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

### **10.8 Proposer Responsibilities**

The Proposer's responsibilities are as follows:

- Provide an on-site project manager throughout project
- Take responsibility for all contractors and sub-contractors with respect to the quality of work as well as safety and site cleanup
- Design a system that meets the requirements of this RFP
- Attend a pre-proposal conference and facilities tour
- Develop a migration plan from the existing system to the new system that includes shared space and resources through installation, testing, cutover, and acceptance
- Clean up all construction and installation trash
- Identify new site locations if any are required
- Site acquisition process including obtaining all zoning, FAA and FCC permits, approvals, and licenses
- Performing all MPE and RF radiation studies for new and existing sites where required
- Perform all tower structural analysis where needed for installation of equipment on applicable towers.
- Provide all systems, sub-systems, components, and responder equipment required to support system design
- Provide warranty for all parts and labor including third party items
- Provide all specialized tools, test equipment, cables, software, templates, and other critical items needed to properly and fully use, diagnose and maintain the New Mobile Data system
- Expand and redirect (if needed) the microwave system to provide backhaul to new sites
- Follow all local, state, and federal codes and laws governing the construction and implementation of a radio network to include but not limited to building, zoning, FAA, and FCC regulations
- Provide multilevel training to County and technical staff.
- Coordinate the activities of third party contractors and vendors

## 10.9 Mandatory Pre-Proposal Conference

All potential vendors must attend the pre-proposal conference scheduled for November 5, 2014 at 10:00 a.m. ET. This meeting will be held at Chester County Government Services Building located at 601 Westtown Rd, Room 042, West Chester PA, 19380. Proposers are responsible for any and all travel and meeting preparation expenses.

Anyone planning to attend the pre-proposal conference must register seven (7) calendar days in advance to allow the County to properly prepare for the conference. The pre-proposal conference is open to all potential Proposers but no proposals shall be considered by any vendor who fails to send representation to the mandatory pre-proposal conference. To register for the pre-proposal conference, please send the names and contact information of the personnel representing the Proposer on company letterhead to Ms. Robin Davis at [rdavis@chesco.org](mailto:rdavis@chesco.org) no later than **October 31, 2014 at 12:00, Noon ET**.

Proposers have the opportunity to ask questions prior to the pre-proposal meeting. These questions should be emailed to Robin Davis and Ali Shahnamini no later than **October 31, 2014 at 12:00, Noon ET**. Questions regarding the NMDS or facilities will be answered at the pre-proposal conference. Questions regarding the pre-proposal conference that requires immediate resolution will be answered within two (2) calendar days of receipt. Answers to all questions involving the general requirements of the proposed radio system will be shared with all potential Proposers.

**Please Note:** Responses to any questions shall not be official unless they are documented in writing via Addendum to this RFP.

## 10.10 Site Locations and Pre-Proposal Inspection Visits

Due to capacity and spacing, please make sure there are no more than two (2) representatives per firm attending this site visit. Proposers shall design a county-wide NMDS solution for Chester County DES. This is to be a public safety grade NMDS. Chester County DES will conduct a tour of key facilities, including locations that are expected to house the NMDS equipment. This tour and the opportunity to ask questions shall be included in the mandatory pre-proposal conference. Proposers should ensure the proper personnel attend.

The primary purpose of these visits is driven by the fact the County desires to reuse facilities wherever possible. Of particular concern to the County is the need to have new equipment co-located with existing equipment during the installation, cutover and acceptance phases of the project. It is imperative that Proposers understand the existing facilities and fully appreciate the limited resources that the new system will be sharing with the existing system during the critical cutover time. Systems will need to share items such as but not limited to,

tower space, spectrum, floor space, power, HVAC load, and microwave bandwidth. It is expected that the site visits will take 2-4 days to complete.

The Proposer is responsible for designing a county-wide New Data system for the County that meets or exceeds the requirements established throughout this RFP. These site visits are intended to provide the Proposer with firsthand knowledge of the existing facilities and resources available and insight to possible problems and concerns that could influence system design.

### **10.11 Local Support**

Local support is vital to the success of this project both during and after implementation. The Contractor shall have a PM on site during the installation, construction, cutover, and acceptance phases of the NMDS project. The Contractor shall have the local authorized service center fully involved in the installation, cutover, and acceptance process. Where possible and economically practical, the Contractor shall utilize local contractors for electrical, HVAC, general construction, tower construction, and other tasks where the Contractor intends to employ third party labor.

### **10.12 Authorized Service**

The Contractor shall provide factory authorized service for the entire warranty period on the proposed NMDS, sub-systems, components, and third party equipment. The Contractor shall also provide the County with a post warranty service contract with a factory authorized service center. Proposers shall provide the County with the name and location of the two closest authorized service centers and provide the County with the option to inspect, interview, and select the facility of their choice.

Factory authorized service shall respond 24 hour per day, 7 days per week, 365 days per year to all emergency situations. The service shop shall also provide technical support to DES staff as needed during the warranty or any post warranty maintenance contract period. Authorized service facilities shall be capable of meeting the response times indicated in Section 11.4 of this RFP.

### **10.13 Test Equipment**

The Contractor shall ensure that both the factory authorized service center and Chester County DES technical staff have access to any specialized tools, test equipment, cables, and software needed to diagnose and maintain the proposed NMDS, sub-systems, and components to its fullest capability. Chester County DES is to have all customer-level maintenance tools and test equipment and the authorized service shop is to have the full

support of the Contractor to ensure they can make timely and proper repairs to the system. The Contractor shall ensure that any post warranty service facility has an equal opportunity to purchase specialized tools, test equipment, cables, and software to support diagnostic and maintenance activities beyond the warranty period.

### **10.14 Life Cycle**

The Proposer shall provide realistic life cycle data on the proposed New Mobile Data System, sub-systems, components, and third party equipment. Chester County DES expects the proposed data system as a whole to remain in service no less than fifteen (15) years, understanding that some components may have a shorter life.

The Proposer shall provide the County with the anticipated last date of manufacture and sale of the equipment contained within the proposed data system. In the event that the Proposer cannot provide a specific date, the Proposer shall guarantee manufacture beyond ten (10) years. Additionally, the Contractor shall support available software and firmware upgrades for two (2) additional years after last date of manufacture. Furthermore, the Contractor shall manufacture and provide spare parts for five (5) years after last date of system manufacture and shall provide end of life notification in writing of any and all components two (2) years prior to last day of manufacture.

### **10.15 Project Manager**

The Proposer shall designate a single point of contact as the Project Manager (PM) for the project. The County does not accept a sub-contractor as a PM for this project, therefore, he/she must be the employee of the Proposer with minimum five (5) years' experience in public safety projects. A detailed resume for this contact person shall be submitted as part of the proposal.

The County reserves the right to accept or reject the proposed PM at its discretion. Furthermore, in the event the Responder's PM is unresponsive, unprofessional, or otherwise not fulfilling his/her duties to the satisfaction of County, the County reserves the right to request a new PM be appointed.

In addition, the Responder shall notify the County if additional personnel, not approved as part of the original contract, are assigned to the project. The County reserves the right to have the final decision on Responder's personnel.

**11. Warranty and Maintenance**

Proposers will be evaluated on how they address warranties and guarantees related to equipment and labor, quality of service and support, and proposed extended maintenance and preventative maintenance proposals. Past performance will be considered, as well as performance indicators proposed going forward.

**11.1 General Warranty Requirements**

The Contractor shall warrant all equipment, software and installation work for a minimum of two (2) years after system acceptance. Warranty shall include all parts, labor and travel necessary to return the equipment to its original working condition. The Contractor (or its representative) shall repair any major (traffic affecting) failure within two (2) hours of notification of a problem at any time (24x7). Minor (non-traffic affecting) failures must be addressed within four (4) hours and repaired within 24 hours.

The Contractor shall provide competent, experienced personnel to execute the required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced in standard communications industry practices. Personnel who perform maintenance on the system shall have completed all required manufacturer-approved training for that equipment. Said training, or appropriate refresher courses, shall have been completed within the previous year and evidence thereof shall be provided to the County.

In its response, the Proposer shall provide the County with the name, location and capabilities of service facilities that will provide any or all of the installation, service and maintenance, both initial and continuing. Proposers shall also include a description of the service facilities, the size and qualifications of its staff, the number of years in business and a list of customers (with names and telephone numbers) who operate systems of similar size and complexity for whom installation and maintenance services are performed. Proposers shall further demonstrate their ability to maintain equipment substantially similar to that furnished under this specification. This information is required to demonstrate to the County that the local service facilities are capable of installing, optimizing and maintaining the system provided by this procurement. The County prefers that the Proposer provide a choice of local maintenance shops which are capable of handling the full scope of this project.

Proposers shall describe the ongoing level of factory engineering and service support that will be available to the local service facility during the installation and maintenance of the system. The organization that provides such support shall be thoroughly described in the proposal. Proposers shall also detail the response times of factory support, should it be required by the local service facility. The factory support referenced here will be provided



directly to the local service facility for assistance in fulfilling the terms of the installation and maintenance agreements; costs for factory support shall be included in your proposal.

Malfunctions that cannot be immediately diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers (County included) until responsibility for the problem has been established. In no instance shall the failure to resolve the issue of responsibility relieve any supplier of the mutual obligation to restore system operability with the least impact on the availability of the system to the emergency responders. The County reserves the right to adjudicate such matters after the fact and validate charges applicable to the provision of the Contractor. The Contractor shall be the sole point of responsibility to resolve all maintenance matters to the satisfaction of the County.

The Proposer shall include a list of recommended spare parts in its proposal for this system, to be acquired and stored by the County to expedite future system repairs. The Contractor will then be responsible to repair or replace any spare parts used from County stock within thirty (30) days during the warranty period.

Mobile vehicle hardware must be replaced by spares, and failed units must be repaired and returned to the County within two (2) days.

The Proposer shall also certify that it maintains a stock of replacement parts, or has access to overnight replacement parts, for each item included in the equipment response and is capable of replacing such parts, assemblies, modules, and devices for all equipment included in the purchase as well as updating all appropriate software.

During the warranty period and subsequent maintenance, the Proposer shall have the necessary common and specialized test and repair equipment for the components and all ancillary hardware provided in this specification. This includes equipment and software carried to the site for preventative maintenance, troubleshooting and failure repair. It is the intent of the County to contract for maintenance after expiration of warranty period. The Proposer shall certify that the local service facility has the appropriate test and repair equipment.

There shall be a maintenance log with sufficient detail on each failure or maintenance action to enable the maintenance personnel to analyze the problems within the communications system and take the required corrective or preventative action. This log shall be initiated at the start of equipment delivery and shall be maintained throughout the warranty maintenance period. The log shall include all equipment purchased under this contract and shall include at a minimum the make, model, serial number, date put into service, unit cost, County asset

number, and to whom the unit is assigned. The maintenance log shall be stored in an electronic database and be updateable.

## **11.2 Optional Extended Warranty**

The Proposer shall include an option to extend system maintenance on an annual basis for a period of three (3) years following expiration of the system warranty period. Maintenance terms and conditions shall be the same as those described for the first year of warranty coverage.

The optional extended maintenance quotation shall be broken down by year, and divided into at least three major categories:

- Infrastructure Services
- Mobile Vehicle Equipment Depot Services
- Software Maintenance Services

Maintenance proposals shall clearly identify those items covered under the agreement, and clearly delineate items that are not included or conditions that would invalidate the maintenance agreement.

## **11.3 Manufacturers Pass-Through Warranty**

The Contractor shall extend any warranty on any component of the system to comply with the two year requirement, in the form of time, including any pro-rata arrangement, which may be provided by the supplier of the component. All equipment and components installed as part of the replacement or purchased with it shall be covered by the warranty of the manufacturer of such equipment or components.

The actual manufacturer of any major component shall furnish such extended warranties, and full and complete information furnished to the purchaser to enable purchaser to determine the extent, availability, and equality of the warranty or warranties offered. Copies of such warranties shall be provided at time of delivery.

## **11.4 Response Times**

In the warranty period, the Contractor shall provide emergency event response time of two (2) hours to arrive, four (4) hours to repair from time of first alarm or notification of an issue. The Contractor agrees to pay the County the sum of \$1,000.00 per occurrence when this response time is missed. The system alarm time stamp shall serve as the start time and the site door open alarm shall document on site status. Time to repair is based on the acceptance

of the repair by both the County and the service provider. The County seeks similar language in the post warranty maintenance contracts.

In the warranty period, the Contractor shall provide non-emergency event response time of four (4) hours to arrive and 24 hours to repair. The County seeks similar language in post warranty maintenance contracts.

### **11.5 Warranty Activation**

All warranties shall commence on the date that The County of Chester signs the final acceptance agreement. A completed and signed copy of each type of warranty specified herein this document shall be provided to The County at the time of delivery of the completed system

## **12. System Documentation**

The Successful Contractor shall provide a comprehensive as-built document package to the County at the conclusion of the project. Documentation shall be provided to the County in both hard copy and electronic soft copy. All electronic drawing files shall be provided in Adobe pdf format. The As-Built package at a minimum shall include the following items.

### **12.1 Support Contacts**

Detailed contact information shall be provided for warranty and maintenance providers assigned to the County NMDS. This shall include numbers for 24/7/365 emergency contact in the event of a failure or outage in the system.

Depot return information and procedures shall be provided, clearly identifying the location and procedures for return, repair, or exchange of components for warranty repair.

### **12.2 System Diagrams**

Complete system diagrams depicting all components, wiring, antenna systems, and interconnects at the remote tower sites. These shall not be generic diagrams showing “typical” installation, rather specific detailed drawings for each site.

Vehicle configuration and installation diagrams shall be provided depicting the typical vehicle component; showing their layouts, wiring, and connections. These should be provided at a minimum for each major category of vehicles in the County of Chester’s Emergency Responder apparatus.

### **12.3 Comprehensive Inventory Data**

The County of Chester, Department of Emergency Services places great emphasis on proper asset management and tracking. The vendor shall provide to the County in Excel format, complete inventory data sheets for all hardware delivered and/or installed under the scope of this NMDS project. This inventory data shall include:

- Equipment type/subtype
- Equipment model number
- Equipment serial number
- Specific equipment location (Vehicle unit number, tower site name)
- Installation date
- Warranty start date
- Warranty expiration date

Specific details on the data fields and the appropriate layout will be addressed with the successful vendor during the implementation phase of the project.

#### **12.4 Technical/User manuals**

Detailed product manuals shall be provided for each component comprising the overall NMDS. These shall include both installation and user/operation manuals.

## **Appendix A – FCC Licenses**

The County of Chester Call signs for 800MHz RDLAP mobile data system

**KNNM504**

**WPKI690**

**WPAJ870**

**WPKK660**

**WPHC512**

**WPKX415**

**WPHC513**

**WPLQ823**

**WPHC514**

**WPSN628**

**WPHC515**

**WPWE515**

**WPHC705**

**WPWI590**

**WPHC709**

**WPYE456**

**WPHC717**

**WPYH558**

**WPHK779**

**WQDS576**

**WPJR834**

**WQKN985**

## Appendix B – Site List

Site Name	County TWR#	Street Address	City	Tower Owner	Site owners tower #	ASR#	LAT	LON	Site Elevation	Tower Height
Baron Hill	TWR12	1398 Telegraph Rd.	Coatesville, PA 19320	Triangle Communications	Honeybrook	1014860	40.046498	-75.892865	961	200
Bucktown Guyed	TWR16A	3131 Coventryville Rd.,	Pottstown, PA 19465	Chester County	TWR16A	1026038	40.188436	-75.682217	784	260
Bucktown SST	TWR16B	3131 Coventryville Rd.,	Pottstown, PA 19465	Chester County	TWR16B	TBD	40.188583	-75.682139	780	190
Caln	TWR24	203 Wallace Ave.	Downingtown, PA 19335	American Tower Management	308546	1026759	40.016453	-75.706042	254	260
Chadds Ford	TWR27	2 Independence Way	Chadds Ford, PA 19317	American Tower Management	308476	NA	39.872389	-75.631083	388	138
Coatesville	TWR10	519 Colfax St.	Coatesville, PA 19320	American Tower Management	10314	1202666	39.990944	-75.817028	638	170
Dilworthtown	TWR23	1335 Wilmington Pike	West Chester, PA 19382	American Tower Management	308428	308428	39.904774	-75.564941		175
Downingtown	TWR14	63 Corner Ketch Rd.	Downingtown, PA 19335	Crown Atlantic Company, LLC	806875	1017890	40.029336	-75.748211	548	220
East Nantmeal	TWR28	3409 Conestoga Rd.	Glenmoore, PA 19343	Crown Atlantic Company, LLC	806105	1025045	40.121472	-75.727775	763	170
Elverson	TWR05	19 Goodfellow Rd.	Elverson, PA 19520	Chester County	TWR05	1211593	40.144175	-75.845439	942	180
Embreeville	TWR29	997 Lieds Rd.	Coatesville, PA 19320	Chester County	TWR29	TBD	39.947361	-75.732056	396	180
Fairview	TWR30	700 Oak Street	Coatesville, PA 19320	Crown Atlantic Company, LLC	807265	NA	39.979778	-75.804721	554	162
Forestville	TWR13	8 Dalin Drive	Lincoln University, PA 19352	American Tower Management	10319	1025380	39.822150	-75.911653	519	456
Glen Run	TWR11	451 Glen Run Rd.	Atglen, PA 19310	Crown Atlantic Company, LLC	872266	1050155	39.941375	-75.950225	698	225
Kemblesville	TWR37	95 Parsons Road	Landenberg, PA 19350	American Tower Management	308477	NA	39.756861	-75.813700	360	160
King Ranch	TWR31	775 Fairview Road	Coatesville, PA 19320	Tower Economics	NA	NA	39.935550	-75.797618	488	150
Little Britain	TWR32	192 King Pen Rd.	Nottingham, PA 19362	Crown Atlantic Company, LLC	842386	NA	39.780824	-76.088856	472	198
Malvern	TWR33	124 Ruthland Ave.	Malvern, PA 19355	Comcast Towers Inc	10749	1026952	40.035694	-75.506917	519	200
New Garden	TWR19	1235 Newark Rd.	Landenberg, PA 19350	SBA Towers	PA20101-A	1032353	39.836133	-75.767142	479	150
Norco	TWR34	30 W. Ulner St.	Pottstown, PA 19465	North Coventry Township	NA	NA	40.231292	-75.655705	249	95
Octorara	TWR04	550 W. Lancaster Ave.	Oxford, PA 19363	Chester County	TWR04	1211772	39.802756	-76.019217	524	195
Phoenixville	TWR26	401 Grant St.	Phoenixville, PA 19460	SBA Towers	PA15320-A	1201988	40.140556	-75.521389	239	163
Pocopson	TWR03	501 S. Wawaset Rd.	West Chester, PA 19382	Chester County	TWR03	1027130	39.908889	-75.660833	377	325
South Coatesville	TWR35	137 Modena Rd.	Coatesville, PA 19320	Chester County	TWR35	NA	39.972478	-75.813468	337	100
Spring City	TWR15	61 Dunlap Rd.	Spring City, PA 19475	Commonwealth of PA		NA	40.189734	-75.565055		135

Upper Uwchlan	TWR36	275 Fellowship Rd.	Chester Springs, PA 19425	Chester County	TWR36	TBD	40.096290	-75.690671	480	300
Valley Forge	TWR17	1032 Horse Shoe Trail	Phoenixville, PA 19460	Sunoco Pipeline L.P.		NA	40.088136	-75.480019	654	170
Valley Hill	TWR21	1046 Valley Hill Rd.	Malvern, PA 19355	American Tower Management	88239	1036160	40.052062	-75.610529	697	230
Wayne	TWR20	60 West Ave.	Wayne, PA 19087	AT&T		1027987	40.045389	-75.391083		217
Westtown	TWR01	601 Westtown Rd.	West Chester, PA 19382	Chester County	TWR01	1211568	39.960539	-75.584769	427	194
WPLY	TWR09	395 Bishop Hollow Rd.	Newtown Square, PA 19073	Greater Media Tower Co		1025261	39.974658	-75.422267	423	465

Sites Shown in tan indicate sites that are currently under acquisition or construction to support the County's P25 Voice Radio Project

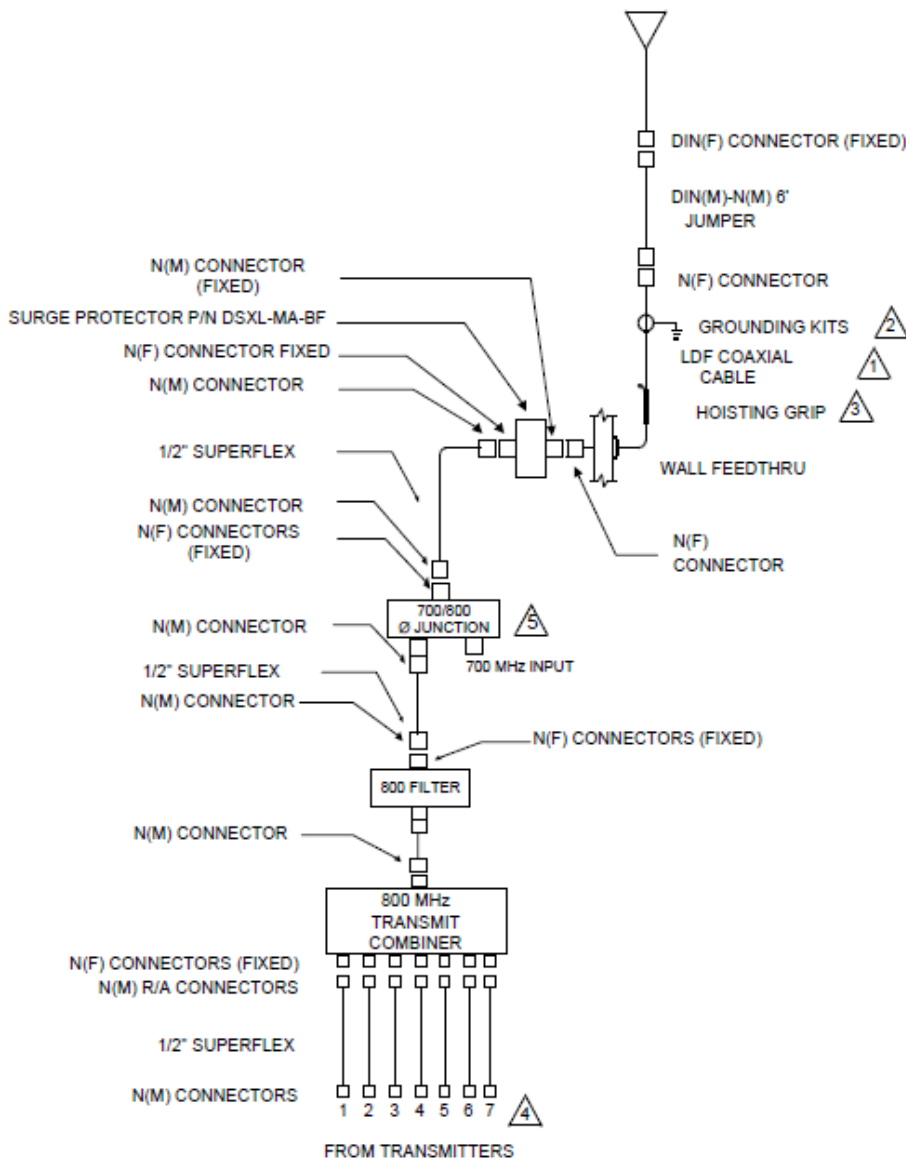
Sites shown in blue are the County's current 12 RDLAP system sites



# Appendix C – P25 LMR Antenna Systems

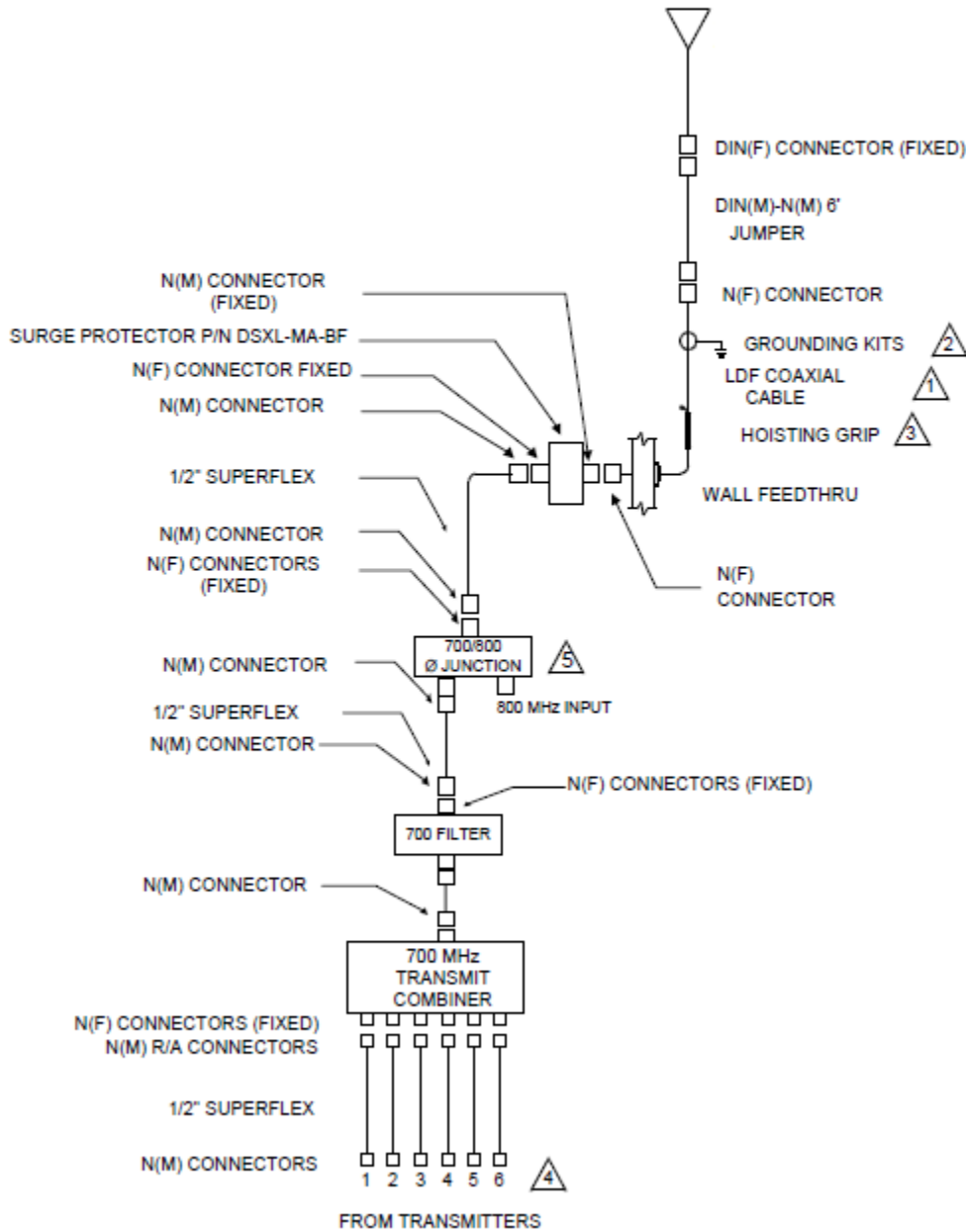
## East-Central Cell Sites Operating LMR in the 800MHz Band – Transmit Antenna System

### East-Central Cell (7 Ch) Simulcast Site Transmit Antenna System



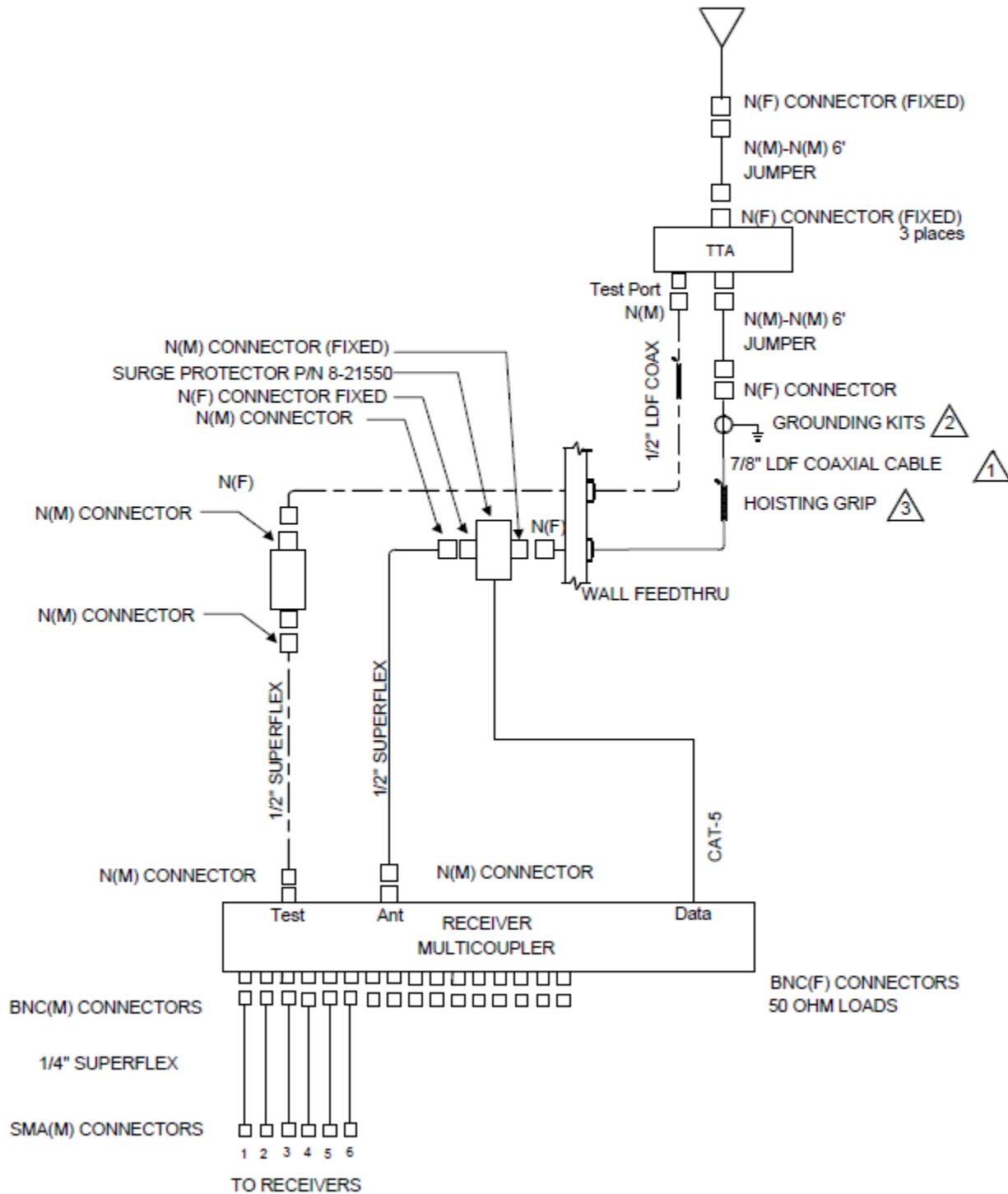
West Cell Sites Operating LMR in the 700MHz Band - Transmit Antenna System

West Cell (6 Ch)  
 Simulcast Site  
 Transmit Antenna System



# East-Central and West Cell Sites – Receive Antenna System

## East-Central and West Site Simulcast Site Receive Antenna System



# Appendix D – Chester County Agreement Form

## COUNTY OF CHESTER

### AGREEMENT FOR CONTRACTED SERVICES

AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Chester (hereinafter called "County") and \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called "Contractor").

#### WITNESS

COUNTY proposes to use the services of Contractor and Contractor agrees to provide such services under and subject to the following terms and conditions:

**1. SCOPE OF SERVICES:**

Contractor shall provide \_\_\_\_\_ as an independent contractor and not as a County employee for any purpose. Contractor will diligently and conscientiously devote his/her time and attention and best efforts to render services as indicated.

Contractor will perform such contracted services as described in **Attachment A** to this Agreement consisting of \_\_\_\_\_, including any addenda thereto.

**2. DISCRIMINATION:**

Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

**3. TERM OF AGREEMENT:**

This Agreement shall begin upon date of approval and continue until terminated by either party upon ten (10) days written notice.

**4. TERMINATION:**

This Agreement shall terminate upon the satisfactory completion of the work by Contractor and acceptance by County, or upon 10 days' written notice by either party at any time; or upon incapacity of Contractor. In the event of termination, County shall pay Contractor for work performed to the satisfaction of County up to the effective date of the termination.

**5. METHOD OF PAYMENT:**

County agrees to pay Contractor a total payment not to exceed \$\_\_\_\_\_ per Attachment A. Payment shall be made promptly following receipt of correct invoice submitted and subject to County approval of satisfactory performance of the work required under this Agreement. If the maximum amount of the Agreement is reached, Contractor shall not perform additional work unless a written Addendum to this Agreement providing for an increase in the maximum is approved by the parties.

Contractor acknowledges that Internal Revenue Service (IRS) regulations may require that County withhold Social Security, Medicare or other taxes from payments due Contractor. Such withholding shall not constitute a default under this Agreement. Contractor shall not be entitled to receive any "employee" benefits from County including, for example, pension or health insurance.

**6. RECORD MAINTENANCE:**

Contractor agrees to maintain records relating to the performance of the services hereunder as required by County. Such records shall be open for inspection to County and to such agents of County as are designated during reasonable business hours.

**7. SOLE CONTRACTOR:**

Contractor agrees that he shall be County's sole contractor under this Agreement and Contractor accepts full responsibility for the performance of any sub-contractors. All provisions of this contract shall apply equally to any subcontractors. Contractor agrees to indemnify, defend and hold County harmless from and against all claims, losses, expenses (including reasonable attorney's fees), demands or judgments ("Claims") which result or arise out of the negligent or willful misconduct of Contractor or its officers, agents, servants, subcontractors or employees under this Agreement for personal injury or property damage as well as for any employment, tax, withholding, discrimination or other employment related claims concerning Contractor's employees or subcontractors.

**8. DEFAULT/RESOLUTION**

If the Contractor or County defaults in its performance under the Terms and Conditions of the Agreement, the defaulting party shall be notified promptly in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated.

Contractor agrees, if found to be unacceptable by the County, to replace any individual on their project team upon reasonable request of County Project Manager. The County has the sole right to accept or reject any individual assigned to this project by Contractor.

**9. WORKERS' COMPENSATION IMMUNITY/ACT:**

Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said act.

Contractor accepts, in so far as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements or amendments thereto.

**10. INSURANCE:**

Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. If motor vehicle travel is associated with performance, Contractor agrees that it carries and will continue to carry Automobile Liability insurance. An original certificate of insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Chester, will be submitted by Contractor to County along with this signed Agreement.

**Insurance requirements are as follows:**

**Commercial General Liability:** Occurrence form (ISO 10/01 or equivalent)  
Each policy and Certificate of Insurance shall contain an endorsement naming the County of Chester as an Additional Insured. **If Additional Insured language is not shown, contract will not be processed.**

\$2,000,000    General Aggregate



\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal/Advertising Injury  
\$1,000,000 Each Occurrence

(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability:

PA Statutory Coverage  
Employers Liability - Statutory Limits

Automobile Liability (Business): (only if contract involves transportation of persons or goods)

Covering "Any" Automobile used in connection with contract.  
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability: (only if contract involves performance of a recognized professional service)

\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

Medical Malpractice Insurance: (only if contract involves performance of a member of the medical profession. Those in the medical professions must also provide evidence of participation in the Cat. Fund in the amounts shown below)

\$ 300,000 Each Occurrence  
\$ 900,000 Aggregate

Policy shall contain no retroactive date.

Medical Professional Liability Catastrophe Loss Fund

\$ 900,000 Each Occurrence  
\$2,700,000 Aggregate

Claims-made basis acceptable for *Professional Errors and Omissions*, and *Medical*.

If coverage on insurance policy is due to expire before the end of the contract period, it is the responsibility of the vendor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to completion date shown on contract, the County reserves the right to withhold payment(s) until updated Certificate is provided.



**11. HIPAA COMPLIANCE:**

Contractor warrants and represents that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to the processing, privacy and security of medical and/or health information and related documentation/ records in connection with the Contractor's provision of services as set forth under this Agreement, whether as a "covered entity" or as "business associate" of the County. Contractor understands that it assumes all responsibility for its own compliance with HIPAA. Contractor agrees to indemnify, defend, reimburse, and hold harmless the County, its officers, agents, and employees with respect to any liability, including costs or penalties assessed to, or borne by, the County, whether civil or otherwise arising from Contractor's compliance or non-compliance with respect to HIPAA.

**12. INDEPENDENT CONTRACTOR:**

Contractor certifies that he is totally independent of any company or contractor that may perform work for the County regarding this contract and that Contractor will not receive any remuneration or commission of any kind from any such vendor as a result of Contractor's performance under this Agreement.

**13. CONFLICT OF INTEREST:**

Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor, (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice.

**14. OWNERSHIP OF DOCUMENTS:**

County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under this Agreement.

**15. PUBLIC OFFICIAL AND EMPLOYEES ETHICS ACT:**

Contractor certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement. Contractor agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.)

**16. NOTICE:**

Notices under this Agreement shall be directed to:

For Contractor:

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For County:

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**17. SOLICITATION:**

Contractor and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Contractor or County during the period of and for one year after the termination of the Agreement without

written approval. Contractor and County agree that such approval will not be unreasonably withheld.

**18. CHANGES/MODIFICATIONS:**

This Agreement contains the full understanding of the parties. Any modifications to be effected are to be in writing signed by the parties.

**19. LAWS OF COMMONWEALTH:**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONTRACTOR:

COUNTY OF CHESTER:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Chairman, County Commissioners

\_\_\_\_\_  
Typed Name & Title of Authorized  
Official

\_\_\_\_\_  
Commissioner

Witness for Contractor:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Signature

Witness for County:

\_\_\_\_\_  
Chief Clerk

**Appendix E – Chester County Bond Form**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Principal, and \_\_\_\_\_

as the Surety, are held and firmly bound unto the County of Chester hereinafter called "County", as hereinafter set forth, in the full and just several sum of

(a) \_\_\_\_\_ Dollars (\_\_\_\_\_)

for faithful performance of the contract as designated in Paragraph "A".

Sealed with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the above bounden Principal has entered into a contract with the County, bearing even date herewith, for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

upon certain terms and conditions in said contract more particularly mentioned, and;

WHEREAS, it is one of the conditions of the award of the County pursuant to which said contract is about to be entered into, that these presents be executed.

NOW THEREFORE, the joint and several conditions of this obligation are such:

"A" - That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of the said Contract therein referred to and made a part thereof and such alterations as may be made in said work as therein provided and which are hereby made a part of this Bond the same as though they were set forth herein, and shall indemnify and save harmless the said County and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor and any of its subcontractors to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors or his or their agents or servants, including patent, trademark and copyright infringements; then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the County of any extension of time for the performance of the contract or any other forbearance on the part of their the County or the Principal and the Surety or Sureties or either or any of them, their heirs, executors,

administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties or any such alterations, extension, or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefore, may sue in assumption of this bond in the name of the County for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it and have execution thereon; provided, however, that the County shall not be liable for the payment of any costs or expenses of any such suit and further provided that the sub-contractor or otherwise shall not have the right to sue or bring action against the County directly.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

(Signature of Principal)

\_\_\_\_\_  
(Typed Name & Title of Principal's Signatory)

\_\_\_\_\_  
(Typed Name of Surety Co.)

\_\_\_\_\_

BY: \_\_\_\_\_

(Signature of Attorney-in-Fact)