



Orange County
Financial Services Department
ADDENDUM #1
February 8, 2016

RFQ 5217
Countywide Radio Communications Interoperability And Systems Engineering Services

To all Vendors:

Modifications to bid documents for the above-named Request for Proposal are made as follows and shall be included in the proposed amount.

Questions received with County's responses are on page 2 of this document

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; dcannell@co.orange.nc.us / (919) 245-2651

Acknowledgement of receipt of this addendum shall be included with your submittal

Company Name: _____

By: _____

Date Received: _____

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278
Telephones: Area Code 919-245-2651 Fax: 919-636-4913

1. Is the County expecting to replace the EMS/Fire Station Alerting System or only to provide audio and interface to this system?
The only system in place are consolettes at each station. The county is currently looking at station alerting systems independent of this study – we would not be opposed to the consultant assessing this.
2. Will the previous radio system studies be made available to the successful proposer for this work and if yes, do these studies contain detailed information describing the present system?
Yes, Orange County will provide previous study from CTA consultants in 2004. The studies do contain detailed information regarding VIPER and Legacy VHF/UHF – however, the study was done in 2004.
3. Does the County operate its own 911 dispatch center and if yes, how many radio console positions exist today?
Yes with 11 positions.
4. Is the project as described funded? What is the expected date for completion of the assessment and RFP development?
The work defined by the rfp is budgeted in this fiscal year's budget. As stated in the RFP we want respondents to propose a timeline based on the County's budget (CIP) process. A description of that timeline can be found here http://www.orangecountync.gov/departments/orange_county_budget_documents.php#
5. Currently, how many County public safety radios operate on the VIPER system?
Currently 1300 Radio IDs
6. We acknowledge your request of 2 copies of all cost information to be provided in a separate sealed envelope. Does the County desire to have any cost information, as described in Section 4.C & 4.D of the RFP, included in the technical proposal? **Yes**
7. Section 4.C Staff Qualifications and 4.D Experience requests the same information. May we use the Experience section to share with you our Firms' industry and project experience? **Yes**
8. In the RFP, Section 3.0; Subsection 3.C. states the terms of the contract are negotiable with the selected vendor. However on Attachment A: Signature of Affidavit it states that by submitting a proposal response the submitter agrees to the Terms & Conditions, and Specifications. Is it possible to acquire a copy of the Terms & Conditions for review prior to response? Or would the County make an addendum to the RFP to revise the language in Attachment A to reflect the Terms & Conditions as negotiable?
Yes, terms and conditions are negotiable. Attached is a copy of the County's template contract.

NORTH CAROLINA

CONSULTING SERVICES AGREEMENT -RFQ-

ORANGE COUNTY

This Agreement, made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Consultant").

WITNESSETH:

That the County and Consultant, for the consideration herein named, do hereby agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 Scope of Work

1.1.1 This Services Agreement (“Agreement”) is for professional consulting services to be rendered by Consultant to County with respect to (insert type of project)

1.1.2 By executing this Agreement, the Consultant represents and agrees that Consultant is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

1.1.3 Time is of the essence with respect to this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 3 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

ARTICLE 2 RESPONSIBILITIES OF THE CONSULTANT

2.1 Services to be Provided. The Consultant shall provide the County with all services required in Article 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

2.2. Standard of Care

2.2.1 The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Consultant is solely responsible for the professional quality, accuracy and timely completion and submission

of all reports, drawings, specifications, plans, documents and services (hereinafter “Deliverables”) related to the Basic Services.

2.2.2 The Consultant shall be responsible for all errors or omissions in the deliverables prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the County any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in any Deliverables prepared by the Consultant.

2.2.4 The Consultant shall assure that all Deliverables prepared by it hereunder are in accordance with applicable laws, statutes, and that any necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the Project.

2.2.5 The Consultant shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

2.2.6 Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant.

2.2.7 Consultant agrees that Consultant and its subcontractors, if any, shall be required to comply with all federal, state and local anti-discrimination laws, regulations and policies that relate to the performance of Consultant’s services under this Agreement.

2.2.8 If activities related to the performance of this agreement require specific licenses, certifications, or related credentials Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

ARTICLE 3 BASIC SERVICES

3.1 Basic Services

3.1.1 The Consultant shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Qualifications RFQ Number for (the “RFQ”) issued , 20 , which is fully incorporated and integrated herein by reference together with Attachments (designate all attachments).

3.1.2 The Basic Services will be performed by the Consultant in accordance with the following schedule: (Insert task list and milestone dates)

<u>Task</u>	<u>Milestone Date</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

3.1.3 Should County reasonably determine that Consultant has not met the Milestone Dates established in Section 3.1.2 of this Article, County shall notify Consultant of the failure to meet the Milestone Date. The County, at its discretion may provide the Consultant seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Consultant cures the Breach. In the alternative, upon Consultant’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Consultant or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule County may immediately terminate this Agreement in writing without penalty or incurring further obligation to Consultant. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

ARTICLE 4 DURATION OF SERVICES

4.1 Scheduling of Services

4.1.1 The Consultant shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates listed in Article 3.

4.1.2 Should the County determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.

4.1.3 The Commencement Date for the Consultant's Basic Services shall be _____.

ARTICLE 5 COMPENSATION

5.1 Compensation for Basic Services

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the County for all services under this Agreement except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3.1.2 are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Consultant may invoice for the first 10% of the whole upon County’s acknowledgement of the satisfactory completion of*

Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Consultant may invoice for the next 10% of the whole.)

ARTICLE 6 **RESPONSIBILITIES OF THE COUNTY**

6.1 Cooperation and Coordination

6.1.1 The County has designated _____ to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

6.1.2 The County shall be solely responsible for determining whether Consultant as satisfactorily completed Tasks associated with Milestone Dates. Upon County's written determination to Consultant that a Task has been satisfactorily completed by its accompanying Milestone Date Consultant may submit an invoice for payment. It is agreed that County shall not unreasonably withhold its determination of satisfactory completion of any Task. In the event the amount of an invoice is disputed County may withhold payment until the dispute is resolved by the parties. County may also withhold payment on an invoice until the satisfactory completion of a Task by Consultant.

ARTICLE 7 **INSURANCE AND INDEMNITY**

7.1 General Requirements

7.1.1 Consultant shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, Professional Liability Insurance, and any additional insurance as may be required by Owner's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference _____ and _____ may _____ be _____ viewed _____ at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). If Owner's Risk Manager determines additional insurance coverage is required such additional insurance shall be designated here _____ (if no additional insurance required mark N/A as being not applicable). Consultant shall not commence work until such insurance is in effect and certification thereof has been received by the Owner's Risk Manager.

7.2 Indemnity

7.2.1 The Consultant agrees to indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under North Carolina law.

ARTICLE 8 **AMENDMENTS TO THE AGREEMENT**

8.1 Changes in Basic Services

8.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Consultant. The Consultant shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

ARTICLE 9 TERMINATION

9.1 Termination for Convenience of the County

9.1.1 This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Consultant.

9.2 Other Termination

9.2.1 The Consultant may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Consultant shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.

9.3 Compensation After Termination

9.3.1 In the event of termination, the Consultant shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Consultant.

9.3.2 Should this Agreement be terminated, the Consultant shall deliver to the County within seven (7) days, at no additional cost, all Deliverables including any electronic data or files relating to the Project.

9.4 Waiver

9.4.1 The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Consultant with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

9.5 Suspension

9.5.1 County may suspend suspend the work at any time for County's convenience and without penalty to County upon three (3) days' notice to Consultant. Upon any suspension by County, Consultant shall discontinue the work and shall not resume the work until notified to proceed by County.

ARTICLE 10 ADDITIONAL PROVISIONS

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the County. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the County. Consultant's personnel shall not be employees of, or have any contractual relationship with the County.

10.2 Limitation and Assignment

10.2.1 The County and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

10.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Consultant shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all anti-discrimination laws. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Where applicable, failure to maintain compliance with the requirements of Article 2 of Chapter 64 of the General Statutes constitutes Consultant's breach of this Agreement. By executing this Agreement Consultant affirms Consultant is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

10.5 Extent of Agreement

10.5.1 This Agreement, together with the RFQ and attachments distributed by the County and the Consultant's submitted response to the RFQ, all of which constitute the Contract Documents, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict among the terms of the Contract Documents, the priority of documents shall be this Agreement, the County's RFQ, attachments to the County's RFQ, and the Consultant's response to the RFQ. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

10.7 Ownership of Deliverables

10.7.1 All Deliverables, together with all supporting materials, source documentation, data collected, field notes, and working drafts, developed in the performance of this Agreement shall become the property of the County and may be used on any other project without additional compensation to the Consultant. The use of the Deliverables by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

10.8 Non-Appropriation

10.8.1 Consultant acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Consultant of such limitation or change in County's legal authority.

10.9 Notices and Signatures

10.9.1 This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

10.9.2 Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Consultant's Name & Address

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Orange County

Printed Name and Title