

**REQUEST FOR PROPOSAL**  
**Whelen Outdoor Warning Siren Operational Maintenance and Repair**

Linn County Emergency Management Agency, (Linn County EMA) invites your company (“Vendor”) to submit a proposal for Whelen Outdoor Warning Siren (OWS) annual maintenance and repair services (“Proposal”). This Request for Proposal (“RFP”) should not be construed as an order, offer, request to contract, or commitment by Linn County Emergency Management Agency to purchase OWS operational maintenance, annual maintenance and repair services. Vendor shall submit its Proposal according to instructions in this RFP.

1. **Schedule** (Dates and times subject to change at Linn County Emergency Management Agency’s discretion)

RFP Release	06/18/21
Pre-Bid meeting	06/28/21
Proposals Due at Linn County EMA	07/09/21
Notification of Vendor Selection	07/23/21
Contract Start Date	NLT 09/01/21

2. **Proposal Submission**

Proposals must be received by **4:00 PM CENTRAL TIME on 07/09/21, our clock**. Proposal shall be submitted in sealed envelopes and mailed or delivered to:

Linn County Emergency Management Agency  
6301 Kirkwood Blvd. SW  
Cedar Rapids, IA 52404  
**Attn:** Steve O’Konek, Linn County Emergency Management Coordinator  
Phone 319-892-6500

The sealed proposals shall not be opened prior to **4:00 PM CENTRAL TIME** on 07/09/21, and will be opened by an authorized Linn County Emergency Management Commission representative only, and not in the presence of vendors, or individuals not authorized by the Emergency Management Commission Chairperson. Vendor may withdraw its Proposal by submitting a written or faxed notice.

The envelope(s) should clearly identify the Vendor submitting the Proposal, and should be marked **“Proposal for Outdoor Warning Siren Maintenance & Repair.”** Late proposals will not be considered. For evaluation purposes, all terms of the Proposal shall be held firm for a period of 60 days. Submitted proposals become property of Linn County Emergency Management Agency.

Linn County Emergency Management Agency reserves the right to withdraw or amend this RFP at any time when, in the sole discretion of the Linn County Emergency Management Agency Chairperson, such action is considered to be in the best interests of Linn County Emergency Management Agency. Linn County Emergency Management further reserves the right to waive irregularities and informalities in a proposal received or in the bidding process, to accept other than the lowest cost proposal(s) and to reject any or all proposals.

3. **Scope**

- 3.1. Linn County Emergency Management Agency would like to enter into an agreement with a vendor to handle all operational monthly testing, annual maintenance, upgrades and repair services of their Whelen Outdoor Warning Siren needs at various Linn County location and various Linn County City locations. Some of these sirens may be located outside the corporate limits of Linn County but will be owned and operated by Linn County officials. Linn County EMA will manage approximately 140 sirens in Linn and Benton County.
- 3.2. The result of this RFP will be the award of a three (3) year service agreement to the successful vendor. This agreement may be extended by approval of the Linn County Emergency Management Commission for two (2) additional three (3) year agreements without requesting a new RFP. A quorum of the Linn County Emergency Management Commission is required for approval of additional three year extensions.
- 3.3. Service agreements will **not** be automatically renewed except as outlined in 3.2, above.
- 3.4. Either party may terminate service agreement by providing a ninety-day written notice.

4. **Negotiation and Clarification**

- 4.1. It is the Vendor's responsibility to seek clarification of any ambiguities or other issues regarding this RFP that are not fully understood. Linn County Emergency Management may respond orally to questions about minor matters that affect only the inquirer. Responses to questions that may affect vendors other than, or in addition to, the inquirer will be in writing and distributed to all vendors. Questions must be directed to Steve O'Konek at [steve.okonek@linncounty-ema.org](mailto:steve.okonek@linncounty-ema.org).
- 4.2. Linn County Emergency Management Commission reserves the right to award a contract based on the initial proposal(s) received, without

engaging in discussions or negotiations with vendor(s). Accordingly, Vendor should submit its initial offer on the most favorable terms possible to Linn County Emergency Management. Linn County Emergency Management may, but is not obligated to, seek clarification of a proposal. Linn County Emergency Management may, but is not obligated to, conduct negotiations with one or more vendors who's Proposals are competitive or may best meet the needs of Linn County Emergency Management Agency.

**5. Proposal Content**

- 5.1. By submitting a Proposal, Vendor represents that:
  - 5.1.1. It has fully examined and understands this RFP and has become fully informed of the type and quality of and items to be provided and of all requirements set forth in this RFP.
  - 5.1.2. The Proposal is based upon the requirements described in this RFP.
  - 5.1.3. All terms and conditions set forth in this RFP, including all Exhibits, are accepted and incorporated in the Proposal unless explicit exception is made to individual items.
  - 5.1.4. Vendor possesses the technical capabilities, equipment, financial resources, and personnel necessary to provide the requested goods and services.
- 5.2. In order to respond to this RFP, the Proposal must provide accurate and complete information as requested below in Sections 6 through 9:
  - Section 6 - Mandatory requirements
  - Section 7 - Desirable Features
  - Section 8 - Vendor Information
  - Section 9 - Price
- 5.3. Failure to provide any requested information in this RFP may be cause for rejection of the Proposal.
- 5.4. Linn County Emergency Management does not intend to limit the contents of your Proposal. Additional information deemed pertinent may be included. However, Linn County Emergency Management reserves the right to exclude such information from consideration in evaluating Proposals.
- 5.5. Information contained in the Proposal may be disclosed in accordance with Iowa Law and Linn County Emergency Management Agency's policy on disclosure of information. Vendor is requested to label and identify

specifically any information contained in its Proposal that it considers **confidential and/or proprietary** and for which it requests confidential treatment. By submitting its Proposal to Linn County Emergency Management, Vendor agrees to accept Linn County Emergency Management Agency's determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced.

6. **Mandatory Requirements**

- 6.1. Vendor must have the capability of providing services that meet the specifications according to Attachment A-1.
- 6.2. Vendor must ensure capability to provide services in Attachment A-1 and return it with your proposal. Any item in Attachment A-1, that the vendor is incapable of performing or agreeing to should be noted and we will allow vendor to propose an alternate means of complying with the requirement.
- 6.3. The successful Vendor will be required to provide a "Certificate of Liability Insurance" naming Linn County Emergency Management Agency, its officers and employees as additional insured. Vendor will also be required to sign a "Hold Harmless Agreement."
- 6.4. The successful Vendor will be required to carry and maintain, during the term of the agreement, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Vendor's employees caring out the work involved in this contract.
- 6.5. Waiver of subrogation – Insurance company

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The certificates will show the Owner as an additional insured and include a waiver of subrogation on the Contractor's Commercial General Liability, Auto Liability and Excess or Umbrella Liability policy or policies and also include a Waiver of Subrogation on the Employers Liability/Workers Compensation policy.

- The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work, unless noted in the coverage requirements below:

- **Commercial General Liability**

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000) General Aggregate, and Two Million Dollars (\$2,000,000) Products & Completed Operations Aggregate, providing coverage for claims including:

- Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- Personal injury and advertising injury;
- Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- Bodily injury or property damage arising out of completed operations; and
- Contractor's indemnity obligations

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

- Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- Claims for bodily injury other than to employees of the insured.
- Claims for indemnity included in the General Conditions arising out of injury to employees of the insured.
- Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- Claims related to earth subsidence or movement, where the Work involves such hazards.
- Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

To the fullest extent permitted by law, the Contractor shall cause the Commercial General Liability coverage to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions

for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04. Waiver of Subrogation shall also apply in favor of the Owner on the Commercial General Liability policy.

- **Automobile Liability**

Covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$2,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

To the fullest extent permitted by law, the Contractor shall cause the Auto Liability coverage to include the Owner as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's auto liability insurance policies. Waiver of Subrogation shall also apply in favor of the Owner on the Auto Liability policy.

\*The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- **Workers' Compensation** at statutory limits with Waiver of Subrogation endorsement in favor of the Owner.
- **Employers' Liability** with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

- 6.6. Subcontractors must be pre-approved, **in writing**, by Linn County Emergency Management prior to any work. Vendor shall require subcontractor to carry and maintain the same workers compensation and liability insurance required of the Vendor. Vendor agrees extend and require confidentiality requirement of any and all subcontractors.

7. **Desirable Features**

- 7.1. Manufacturer certifications, experience and qualifications in operations, maintenance and repair of Whelen Outdoor Warning Sirens and Central Alert activation systems and software.
- 7.2. Guaranteed timeline to repair non-functioning OWS siren(s) within 5 days of discovery or notification from Linn EMA.

8. **Vendor Information**

- 8.1. Vendor must briefly describe its business experience and capabilities.
- 8.2. Vendor must describe how it supports direct customer service.
- 8.3. Vendor must describe their guarantee policy and agree to confidentiality as to the hardware, software and other systems to prevent disclosure of operational or hardware design in order to prevent electronic subversion or interference with the OWS system.
- 8.4. Vendor must submit the titles and credentials of staff that will be assigned to Linn County Emergency Management Agency's account, and must discuss the relationship expected at different levels of support, e.g., sales, executive, purchasing, and end users.

Vendor must provide a minimum of three references, consisting of current clients that purchase similar products from Vendor. Provide name, address and phone number of each contact person.

9. **Price**

- 9.1. Please include the following information in the Proposal.
  - 9.1.1 Price to include destination charge/ mileage or trip fee(s)
  - 9.1.2 Prices according to scope of work in Attachment A – A breakdown of costs per siren and a total cost for each service level.
- 9.2. Linn County Emergency Management Agency is not liable for taxes or for amounts representing taxes from which Linn County Emergency

Management Agency is exempt as a local government entity. Linn County Emergency Management Agency's Federal Tax ID# 42-6004338.

- 9.3. Until a contract is awarded and instituted, prices listed in Attachment A-1 must be held firm for a period of 60 days.

## 10. **Selection Criteria**

A responsible vendor is one who in the opinion of Linn County Emergency Management Agency possesses the skills, ability, integrity, financial and other resources necessary for the faithful execution of Linn County Emergency Management Agency's operational maintenance and repair service needs. Proposals from responsible vendors will be evaluated on the following criteria:

- 10.1 Ability to meet mandatory requirements.
- 10.2 Total cost to Linn County Emergency Management Agency for required operational maintenance, annual maintenance, repair and services.
- 10.3 Experience, reputation, organization, skills and overall qualifications.
- 10.4 Ability to provide desired features.
- 10.5 Completeness of the proposal.
- 10.6 Vendor's record of past performance with Linn County Emergency Management Agency.

These factors will be weighed in any manner deemed appropriate by Linn County Emergency Management Agency and the contract will be awarded to the vendor whose proposal is in the best interest of Linn County Emergency Management Agency.

Linn County Emergency Management Agency may interview some or all of the vendors to determine each vendor's commitment to the proposed relationship and the quality of services offered. However, Linn County Emergency Management Agency reserves the right to enter into a contract without further evaluation. Therefore, it is important that proposals be as complete as possible.

Linn County Emergency Management Agency reserves the right to accept a proposal other than the lowest priced proposal or to reject, in whole or in part, any or all proposals for any reason.



11. **Limitation of Linn County EMA's Liability for this RFP**

Issuance of this RFP and any actions taken hereunder shall not create a duty on the part of Linn County Emergency Management Agency to pay any costs incurred by Vendor in connection with, or resulting from, this RFP. This includes, but is not limited to, the preparation or submission of Proposals, or responses to inquiries from Linn County Emergency Management Agency related to this RFP or Vendor's Proposal; or anticipation of a contract or otherwise with respect to this RFP or Vendor's Proposal.

12. **Agreement Terms and Conditions**

The terms of the final written agreement executed between Linn County Emergency Management Agency and the successful vendor will be drawn principally from this RFP, the terms and conditions set forth in the vendor's proposal and accepted by Linn County Emergency Management Agency, and any other conditions, responsibilities, and specifications provided by Linn County Emergency Management Agency. The acceptance of any proposal is conditioned upon the negotiation of a mutually acceptable agreement. If an acceptable agreement is not reached within thirty (30) days of vendor selection, Linn County Emergency Management Agency reserves the right to disqualify the vendor and reevaluate the remaining proposals.

13. **Pre-Bid Meeting**

A pre-bid meeting will be offered to all vendors via GoToMeeting on June 28, 2021 at 1300 (1:00 PM).

Any vendor interested in attending the virtual meeting should send an email to Steve O'Konek at [steve.okonek@linncounty-ema.org](mailto:steve.okonek@linncounty-ema.org) , No Later Than 0900 on June 28, 2021. A meeting link will be emailed to those interested.

This meeting is intended to offer an opportunity for potential vendor/contractors to ask question or seek clarification reference the scope of the project or to seek clarification on this RFP prior to the deadline for submission of proposals.