

REQUEST FOR PROPOSAL

Community Outdoor Warning Siren System



Saline County
Emergency Management
Department
on behalf of the
City of Salina, Kansas

XX/XX/XXXX



RFP FOR THE REPLACEMENT OF A COMMUNITY-WIDE OUTDOOR WARNING SIREN SYSTEM



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A. GENERAL BACKGROUND / PROJECT HISTORY

On behalf of the City of Salina (“City”), the Saline County Emergency Management Department (“SCEMD”) is soliciting competitive, written proposals from qualified Vendors to serve as the prime Vendor for replacing Salina’s current outdoor warning siren system. The City desires to have a new system with modern features that will be ready for use prior to the 2017 storm season.

Both a specific project Scope of Services (**Exhibit A**) and related information are included in this Request for Proposals (RFP). This project is funded in an amount up to \$515,000 in the City’s 5-Year Capital Improvement Program and 2016 Budget.

The City currently has seventeen (17) outdoor warning sirens that currently protect approximately 25 square miles. Most of these sirens do not offer modern features (i.e., voice, battery backup, narrow banding, remote testing, etc.) and range in age from one to 41 years old. The average age of all sirens is 36 years. Please see **Exhibit B** for an existing warning siren inventory and **Exhibit C** for an existing warning siren coverage map. In addition, five additional outdoor sirens are currently located in small, incorporated towns throughout Saline County. These sirens are also operated by the City of Salina. It is anticipated that some of these towns will be interested in exploring with the Vendor the possibility of siren replacement utilizing the proposed unit pricing.

In order to assist the SCEMD and the City in determining the qualifications of each interested Vendor, we ask that each Vendor provide the following information. Please note that full and complete information is necessary in order to be considered for this project.

B. VENDOR QUALIFICATIONS

Vendor Information

- 1) Name, address, and phone number of outdoor warning siren Vendor
- 2) Geographic location of Vendor’s principal office(s)
- 3) The number of years the Vendor and related office have completed projects which are very similar to that requested
- 4) Size of Vendor’s total staff and of the Vendor’s project staff utilized for this project
- 5) Background and experience, including specific projects, of Vendor’s employees who will be responsible for performing technical work or project management on this project (please do not include clerical, data entry, etc.)
- 6) Any other information related to Vendor’s background, experience, etc. that the Vendor may wish to include



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Vendor Experience

- 1) Provide at least three (3) examples of projects similar in scope that your Vendor has completed in Kansas or a nearby state in the last five (5) years.
- 2) List at least three (3) examples of projects in which the Vendor's scope of work has specifically included a technical analysis of siren placement accounting for a significant area of a community.

For each project, please provide:

- The name of the project customer
 - Name, title and phone number of project customer representative that City may contact
 - An overview and general description of the project
 - The specific project scope provided by your Vendor and the time required to complete each project.
 - The total cost of project, whether or not it was completed within the project budget and reasons if the project was not completed within budget
- 3) Please provide a description of your conceptual approach, technical approach and overall methodology for this type of project.
 - 4) Please feel free to provide any additional information that you deem to be related to the project.

C. TIMELINE OF EVENTS

<u>DATE</u>	<u>EVENT</u>
July 11, 2016	Date of issuance of RFP
July 22, 2016	Mandatory pre-proposal submittal meeting
July 27, 2016	Last day for submitting written inquiries (5:00 p.m. CST)
August 9, 2016	Proposals due from Vendors (10:00 a.m. CST, at which time proposals will be opened in Room 206 of the City-County Building)

D. PROJECT MANAGER

Bernie Botson, Deputy Director
 Mail: Saline County Emergency Management Department
 255 N. Tenth Street
 Salina, KS 67401
 Office: (785) 826-6511
 Fax: (785) 826-6516
 E-mail: bernard.botson@saline.org



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E. RFP INQUIRIES

Any questions about the meaning or intent of the RFP document, exhibits or related requirements must be submitted in writing to the Project Manager not less than three (3) days prior to the date of Proposal opening. Questions thus submitted will be answered by written addenda issued to all prospective Vendors who have obtained a copy of this RFP from the City. Oral or other interpretations or clarifications will be void, without any legal effect, and do not bind the City.

We encourage Vendors to communicate any questions or need for clarifications they may have regarding the RFP document. This includes any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFP document

F. PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposals shall be submitted to: Attn: **Shandi Wicks, City Clerk**
300 West Ash Street
Salina, KS 67401
2. A mandatory, pre-proposal conference will be held by the Project Manager at **9:00 a.m. July 22, 2016 at Saline County Emergency Management Department**. Representatives of the Owner will be present to discuss the project. Those intending to submit a proposal are required to attend and participate in the conference. At the conference, the Project Manager will transmit to all prospective Vendors of record any addenda as the Project Manager deems necessary in response to questions arising at the conference.
3. All proposals shall be full and complete, electronically printed and shall include all exhibits, attachments, addendums and signatures. The official with authority to bind the submitting Vendor shall sign and date each submitted proposal.
4. Proposal submittals must be hand-delivered, or sent via return receipt delivery affected by certified mail, priority mail, commercial courier service, overnight delivery service, or other reliable personal delivery service on date and time specified under the "Timeline of Events". Proposals shall be in a sealed envelope, which shall be identified with the Vendor's name, address and project name. Facsimile or electronic submissions will not be accepted. Submissions received after the specified time and date will be returned unopened. Proposals shall be submitted to the Project Manager.

We also request that Vendors provide the Project Manager with an electronic copy of all submitted proposals in .pdf format. Please note that this electronic copy shall not constitute an official submittal for meeting the abovementioned submittal requirements.



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5. Submitted proposals **shall not contain any variations or alternates** unless specifically provided for in this RFP. Any variations to a Vendor's shall be submitted as a separate, sealed proposal from the Vendor.
6. The submission of a Proposal will constitute an incontrovertible representation that the Vendor will comply with the Standard Purchase Terms and Conditions (**Exhibit D**) and with every term and condition contained within the Proposal documents, and that such documents and specifications therein are sufficient in scope and detail to indicate and convey understanding of all requirements for furnishing the deliverables.
7. Each Vendor shall attach to its Proposal copies of all warranties to be provided by the manufacturers, distributors and Vendor.
8. Prior to Agreement award, Vendors may be required to submit evidence that they:
(a) have adequate financial and technical ability to furnish and service the deliverables; (b) maintain spare parts for maintenance and repair of the deliverables; and (c) have an acceptable service record on deliverables previously supplied to others.
9. Alternate Proposals: Alternative proposals that include a variety of siren system configurations and cost options from each Vendor are highly encouraged. Each alternative Proposal shall constitute a completely separate and independent proposal, unless otherwise specified herein.
10. Vendors shall state the delivery, installation, testing and completion terms and dates in the Proposal, in which case all project steps shall be completed to the satisfaction of the City of the completion date. Vendors shall further state in the Proposal any and all prepayment and discount options offered to the City, if applicable.
11. The City is exempt from Kansas sales tax on materials and equipment to be purchased hereunder. Consequently, sales tax shall not be included in the Proposal.
12. The City shall not be liable for any costs incurred by a Vendor in preparing and submitting a Proposal, or in performing any other activities relative to this RFP.
13. The City may have equipment the Vendor wishes to retain and include as part of the Proposal. If so, the equipment will be listed on or attached to the Specifications sheet, along with instructions for viewing or obtaining additional information regarding this equipment. In all cases, the trade will be at the option of the City, and the City reserves the right to either trade any or all of the listed equipment, or to pay the Proposal price of the item before trade and retain the trade-in equipment.

G. VENDOR WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn by notice in writing, but only if the written notice is received by the Project Manager prior to the Proposal submittal due date and time. Any such



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withdrawal notice must be delivered in the same manner as Proposals are required to be submitted. No Proposals shall be withdrawn upon receipt and opening. After receiving and opening Proposals, no aspect of any Proposal shall be withdrawn and all terms and costs proposed shall remain open for not less than one-hundred eighty (180) days.

Piggyback Option: The City of Salina reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The proponent will notify any governmental entity that wishes to use any contract resulting from this bid that it must contact the City of Salina for approval of its utilization of the City's contract. The City assumes no authority, liability, or obligation, on behalf of any other governmental entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the successful proponent and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

H. SELECTION CRITERIA

VENDOR QUALIFICATIONS

- Experience and performance on similar, past projects for other clients
- Performance on past City projects (if applicable) and familiarity with project characteristics
- Qualifications of persons proposed to work on the project
- Ability to meet the work schedule
- Availability of qualified staff
- Ability to stay within budget
- Overall project approach
- Examples of work demonstrating work product capacity and quality
- Availability and capacity to provide future maintenance
- Not having conflicts of interest with the City

PROJECT COST PROPOSAL

- Initial total cost of Proposal
- Technical approach to effective selection of siren placement, coverage capability, equipment quality, system features
- Product reliability and warranty(ies)
-



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- Future maintenance services provided, related response time and annual maintenance cost
- Total cost of service/product as compared to total value (when comparing multiple proposals with variations)

I. PROPOSAL RANKING, AWARD OF AGREEMENT AND RESERVED RIGHTS

PROPOSAL RANKING

- Preliminary Evaluation – All submitted proposals will be initially reviewed to determine if they meet the RFP submittal requirements.
- Vendor Interview – At the Owner's discretion, all Vendors submitting Proposals which meet the RFP requirements may be asked to participate in a personal interview in which the Vendor will have the opportunity to present in-person their Proposal and answer questions posed by the review team.
- Final Evaluation – All Proposals that meet the RFP requirements will be reviewed based on the selection criteria.

AWARD OF AGREEMENT

The City reserves the right to reject any and all Proposals; to waive any and all informalities or defects; to disregard all nonconforming, non-responsive or conditional Proposals; or to accept such proposals as shall be deemed to be in the best interest of the City so to do. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Proposals will be evaluated and award will be made to the lowest and best responsive and responsible Vendor whose Proposal conforms to the City's requirements, and whose Proposal is considered to be the most advantageous to the City, price and other factors considered. Factors to be considered include those as listed in Section H.

The City may elect to accept a Proposal for the deliverables without trade-in of any or all of the listed trade-in equipment (if any is listed in the specifications), or the City may elect to accept the Proposal with any combination of trade-in equipment. The selection of particular units, if any, of the identified trade-in equipment to be traded rests solely with the City.

SIGNING OF AGREEMENT and NOTICE TO PROCEED

When the Owner gives a Notice of Award to the Vendor providing the selected Proposal, it will be accompanied by the required number of unsigned counterparts of the project Agreement. Within 15 days thereafter, the Vendor shall sign and deliver the required number of counterparts of the Agreement to Owner, with the required bonds and



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certificate(s) of insurance. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to the Vendor.

Within 30 days after the effective date of the Agreement and upon the selected Vendor successfully delivering the executed counterparts of the Agreement to Owner, including all required bonds, exhibits and evidence of insurance, the Owner shall issue a Notice to Proceed. No work shall start until a Notice to Proceed has been issued by the Owner to the Vendor.

RESERVED RIGHTS

The City reserves the right to reject any and all Bids; to waive any and all informalities or defects; to disregard all nonconforming, non-responsive or conditional Bids; or to accept such proposals as shall be deemed to be in the best interest of the City so to do. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bids will be evaluated and award will be made to the lowest and best responsive and responsible Bidder whose Bid conforms to the City's requirements, and whose Bid is considered to be the most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: Bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty, service response time, quality, maintenance cost, durability, operational requirements of the City, and any other such information in the City's discretion.

The City may elect to accept a Bid for the deliverables without trade-in of any or all of the listed trade-in equipment (if any is listed in the Specifications), or the City may elect to accept the Bid with any combination of trade-in equipment. The selection of particular units, if any, of the identified trade-in equipment to be traded rests solely with the City.

J. BONDING AND INSURANCE REQUIREMENTS

PROPOSAL BID BOND

Each cost proposal constitutes a bid for the total of products and services offered. As a result, each Proposal shall be accompanied by a Proposal Bond (e.g., bid bond) made payable to Owner in an amount of 5% (five percent) of Vendor's maximum Proposal price and in the form of a certified check, bank money order or a Proposal Bond on the form attached as **Exhibit E**, issued by a surety meeting the requirements as set forth herein (**Exhibit F** – Performance, Payment and Other Bond Requirements).

PERFORMANCE, PAYMENT AND OTHER BOND REQUIREMENTS

Upon receiving a Notice of Award for the Vendor's Proposal, the Vendor shall be required to submit to the Owner a Performance Bond and Payment Bond, both meeting the requirements contained in **Exhibit F**.



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INSURANCE

Upon receiving a Notice of Award for the Vendor's Proposal, the Vendor shall be required to meet the Owner's insurance requirements as contained in **Exhibit G**.

K. EQUAL OPPORTUNITY REQUIREMENTS

The Vendor shall comply with the Owner's requirements for equal opportunity in accordance with the provisions of **Exhibit H**.



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EXHIBIT A: SCOPE OF SERVICES

STANDARDS TO BE APPLIED

The Federal Emergency Management Agency (FEMA) Outdoor Warning Systems Technical Bulletin (Version 2.0) shall be utilized for all aspects of submitted proposal preparation and project completion for the outdoor warning siren system proposed for the City of Salina, including but not limited to: system planning, system component technology, equipment specifications, equipment installation, power and backup power requirements, radio communication (i.e., activation, control and monitoring), testing, maintenance and inspection. Any proposed variances to this technical bulletin shall be identified and include an explanation regarding the reason for the variance, advantages or disadvantages of the variance and applicable mitigating factors.

The warning sirens are to be pole mounted on City right-of-way and City-owned property. All electrical equipment/components utilized will be UL approved electrical control equipment. All components and work shall be in accordance with all applicable federal, state and locally adopted codes.

GENERAL REQUIREMENTS

Project Proposal

The work described in this RFP and resulting Agreement consists of furnishing all materials, labor, equipment, tools, installation, services, permitting and testing for a turn-key installation of a comprehensive outdoor warning system for the Salina community. All apparatus, appliance, material or labor that may be necessary to complete the work and to ensure the system is fully functional, in accordance with the intent or purpose of the RFP will be furnished by the Vendor, without extra cost, as if mentioned in the RFP and subsequent Agreement. The Proposal shall also include formal specifications for all equipment and appurtenances and the complete removal and disposal of all existing system components, unless otherwise specified.

Supporting explanations shall be provided for the Vendor's selection of proposed siren quantity, locations, height placement, brand, model, size(s), features, integrated radio communication and control equipment/technology, and other features as proposed.

Siren Placement Location: The Vendor shall determine the precise location of all installed sirens. Final siren installation location is subject to the property ownership, site obstacles, access for maintenance, underground utilities and other known impediments. It is the Vendor's responsibility to identify all site impediments and restrictions. Preferred locations include City rights-of-way and other City-owned property. All final siren installation locations must be pre-approved by the Project Manager and the Owner prior to the commencement of installation.

If the Vendor's preferred location for a siren installation(s) is not on City-owned property, an advance, permanent agreement with the private property owner in a form approved



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by the City must be obtained. This agreement shall address both initial placement and perpetual access to the siren for maintenance and/or replacement of the unit.

Alternate Proposals: Alternative proposals that include a variety of siren system configurations and cost options from each Vendor are highly encouraged. Each alternative Proposal shall constitute a completely separate and independent proposal, unless otherwise specified herein.

Warranties

Vendor shall provide all related warranties. Warranties shall be specific with regard to: the entity responsible for fulfilling the warranty, covered items and work, full or partial coverage, coverage duration, exceptions and any cost responsibility of Owner.

Standard Maintenance and Emergency Service Plan

Vendor shall also provide a standard maintenance plan and emergency service plan for the proposed system. The plan shall include: the full scope of maintenance services available, emergency services available, both standard and emergency guaranteed response timeframes, all known exceptions to the each plan, related plan costs, optional services available with related costs, and standard contractual provisions.

System Training

Vendor shall provide and execute a training plan outlining the training requirements and costs for training a minimum of five (5) governmental staff members for one (1) day in the use of the system at a level that will provide them with expertise to fully operate the system and train additional staff. All costs associated with training shall be included in the project proposal. Written materials, computer files, and any audiovisual aids produced by the successful bidder to provide system operation training shall be furnished to the City for continuing education purposes. Training shall be provided prior to system acceptance.

Project Management

Provide the following project management document and services:

- a. Schedule: Provide a schedule for the installation that specifies activities to be completed.
- b. Communications Plan:
 1. Provide weekly written status reports during implementation, to include but not limited to, work completed, work underway, issues and scheduled changes and delays;
 2. Provide information on any company changes (i.e. assignment, restructure, bankruptcy etc.);
 3. Provide a schedule of planned updates;
 4. Provide a project timeline that includes major milestones; and
 5. Participate in a pre-installation and post-installation meeting with the City
- c. Implementation Plan: Provide a detailed implementation plan in Excel format to include overall schedules including rollout, proposed timeline, and proposed resources



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- d. System Testing and Configuration: Provide and execute a plan for testing the System subsequent to initial installation. Provide support staff during each testing phase during implementation.
 1. Test to ensure that the technical requirements are met.
 2. Conduct performance testing at various stages of installation.
 3. Review all performance notations and address solutions to the errors discovered.

Project Completion

The deadline for a fully operational and complete project is **FRIDAY, MARCH 3, 2017.**

DEFINITIONS

Backward Compatibility: The replacement system is compatible with the pre-existing system and able to perform in an essentially identical manner.

Directional Siren: A Siren that radiates most of its sound in a beam pointing in a specific horizontal direction.

Electronic Siren: A siren that produces tonal sounds by amplifying the output of an electronic signal generator and broadcasting the amplified signal from one or more electro-dynamic loudspeakers.

Electro-Mechanical Siren: A siren that produces tonal sounds by periodically interrupting a flow of compressed air. Electro-Mechanical sirens may be motor or engine driven, and the air compressor may be integral with or separate from the flow interrupter.

Interoperability: Activation, control and monitoring hardware and software that is designed to interface with sensors and other public alert system (PAS) methods (e.g., building alert systems, other outdoor alert systems, dynamic message signs, tone alert radios and automatic telephone ring-down systems).

Omni-directional Siren: A siren that radiates sound approximately uniformly in all horizontal directions from the siren using multiple horns radiating out from a center point and covering 360 degrees simultaneously without the need to rotate.

Rotating Siren: A directional siren that contains a mechanism to slowly rotate its beam of sound about a vertical axis over 360 degrees.

Warning Siren System: Shall include all sirens, poles, radio equipment, control equipment and computer hardware/software appurtenant to the control and operation of



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the sirens and all wiring and cables to connect power from the electrical service provider to the siren equipment.

REQUIRED (“MINIMUM”) FEATURES

- Electro-mechanical sirens, electronic sirens (strongly preferred) and/or hybrid siren systems
- Either rotating sirens or omni-directional sirens (strongly preferred)
- Any necessary hardware/software upgrades to dispatch points to enable full, centralized activation, control and monitoring of new system
- Full warning siren system and individual siren system activation control
- Ability to activate siren system from alternate location(s)
- Encoder siren activation expansion capability (system must be able to activate not less than 30 sirens)
- Narrow band capable to 6.25Hz bandwidth
- Backward compatibility if necessary to utilize any components of existing siren system
- Interoperability for communication with compatible indoor and other PAS
- Mounting poles: Fifty (50) foot class-two pole. Poles must be installed straight. The installation contractor will guarantee the pole to remain straight for a period of two years. Should the pole lean during that period for any reason, the installation contractor will straighten or reset the pole at no cost to the Buyer.
- Sirens must be able to operate on both AC and DC power. The AC operation with battery backup must allow siren to operate seamlessly with or without commercial power available. During a power failure, an automatic switch-over to battery operation must occur to maintain the siren’s normal operation within the limits of battery power only.
- Maintenance-free battery backup power supply with a battery life of at least 3 years (Please specify the battery run time for proposed siren units.) Each siren must run on automatic battery (DC) operated system consisting of batteries for siren and radio operation. The battery (DC) power source shall be pole mounted. Batteries must be deep cycle. Replacement batteries must be included in the service contract.
- The battery systems shall have the capacity to provide continuous full power for a minimum of fifteen (15) minutes, in the event of a power failure. The system must be able to, upon loss of power, stand by for 20 days or more with a minimum of five (5) minutes of full signaling reserve. Battery capacity shall be maintained by high quality, regulated chargers. The charger shall be capable to recharge at a set of fully discharged batteries within 2 hours.



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- Pre-recorded and live voice functions for all specified siren with voice capability
- Solar power recharge capability (please specify full recharge time)
- Both electric grid and solar panel charging capabilities
- Two-way radio capabilities with a self-diagnostic system
- Must be capable of being remotely activated by a radio signal. These specifications for decoding must be compatible with existing encoding and transmitting radio tones used by the Salina Police Department 911 Communications Center and the alternate warning location (Salina Fire Station No. 3).
- Sirens shall operate in temperature ranges of -30 degrees C to +60 degrees C while batteries are maintained at -18 degrees C or higher. The effects of rain, ice, or snow shall not hinder operations
- Capability to conduct both silent and growl testing Capability of a silent test indicator – visual indication of test. The silent test may also be referred to as a “growl test”. This test will permit the functional test to be performed without generating intrusive noise to the neighborhood surrounding the unit tested.
- Encoder control units that provide status monitoring, indicating siren site number, and type of siren, detailed status of siren, and time and date of any deployment. These devices are field programmable and store control and monitoring memory for siren operators as well as providing clear instructions to the operator.
- Single point and click windows based digital software application used for monitoring, control, activation and polling of any number of sirens.
- For each brand proposed, the contractor must be an authorized manufacture dealer with an authorized manufacturer repair and maintenance center. All equipment and repairs shall be accomplished in accordance with the applicable FCC rules and regulations
- Guaranteed replacement parts and service availability for a minimum of 10 years.
- Software/Firmware and Hardware- the City of Salina will own all features and software and have the code and ability to make changes and upgrade without a license.

ALTERNATE FEATURES

The Vendor may propose alternate system features with quality and/or functionality considered to be beyond those minimum or preferred features already provided for in this RFP. When doing so, please include itemized pricing and narrative depicting the value added by the proposed alternate feature.

SIREN PATTERN COVERAGE and GEOGRAPHIC TOLERANCES

Vendor’s proposal will be based on a recommended pattern of siren coverage across Salina’s full corporate boundary. In addition, this coverage will include a 1,000+/- foot



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buffer along the east corporate boundary to provide coverage in advance of future property development.



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EXHIBIT B: EXISTING WARNING SIREN INVENTORY

<u>Location</u>	<u>Type</u>	<u>Year Installed</u>
Gold Rd Water Tower (Gold St./N. 5 th)	Thunderbolt	1983
KDOT Facility (1006 N. 3 rd)	Thunderbolt	1977
Cottonwood School (215 S. Phillips) ¹	2001 AC/DC	2015
SFD Station #2 (1110 S. Santa Fe)	Thunderbolt	1982
Golden Spur Mobile Home Park	REMOVED	1975
Sunset School (1510 W. Republic)	Thunderbolt	1977
Heartland School (700 Jupiter)	Thunderbolt	1975
KSU Polytechnic (2300 Hein)	Thunderbolt	1983
Intersection of Schilling & Royal	Thunderbolt	1981
South Industrial Area (125 E. Ave A)	Thunderbolt	1983
Coronado School (518 E. Neal)	Thunderbolt	1975
Grace E. Stewart School (2121 Roach)	Thunderbolt	1975
Intersection of E. Ellsworth & the Levee ¹	2001AC/DC	2009
Meadowlark School (2200 Glen)	Thunderbolt	1976
Oakdale Park ¹	2001 AC/DC	2005
Smoky Hill Museum (211 W. Iron)	STH10A	1987
Intersection of Cloud & Valley View	2001NOBAT	1996
Intersection of Markley & Magnolia ¹	2001 AC/DC	2004

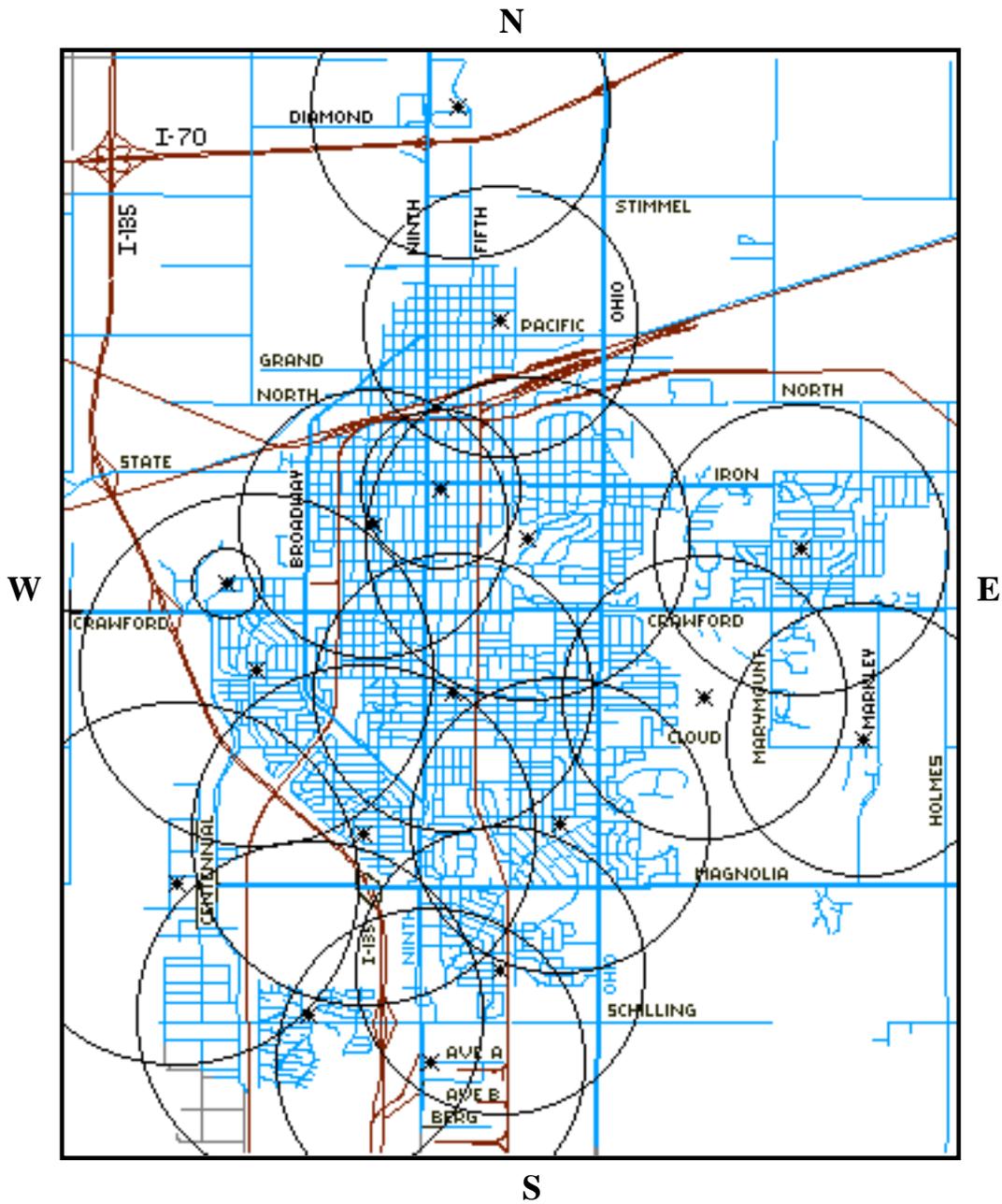
¹ Denotes those sirens in which the City requests a trade-in value, but reserves the right to trade-in or retain. Also denotes siren poles which are to be retained and re-used.



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EXHIBIT C: EXISTING WARNING SIREN COVERAGE MAP





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EXHIBIT D: STANDARD PURCHASE TERMS AND CONDITIONS

These Standard Purchase Terms and Conditions are fully acknowledged by the Vendor as part of the Vendor's Proposal submittal and shall be contained in an Agreement between the City and Vendor provided a Notice of Award.

1. Vendor's Obligations. The Vendor shall fully and timely provide all deliverables described in the Vendor's Proposal in strict accordance with the terms, covenants, and conditions of this RFP, the Vendor's specifications, and all applicable federal, state, and local laws.

2. Effective Date; Term. This Agreement shall be effective as of the date of the City's receipt of all Agreement documents and shall continue in effect until all obligations are performed in accordance with the Agreement. The Vendor shall furnish the Deliverables, and provide all related services, on or before the date(s) or within the time(s) specified in the Vendor's Proposal.

3. Title & Risk of Loss. Title to and risk of loss of the deliverables shall pass to the City only when clear and unencumbered title to the deliverables has been furnished to the City and Notification of Acceptance has been issued by the City.

4. Delivery Terms and Transportation Charges. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Vendor. The place of delivery shall be that location set forth in the purchase order.

5. Inspections; Rejection; Withholding Acceptance Pending Cure. The City expressly reserves all rights to inspect the deliverables within a reasonable time after delivery, and to reject defective or non-conforming goods. Notwithstanding anything to the contrary contained in applicable law or in any laws of sales or standards and practices in the industry, any acknowledgement of receipt or delivery of the deliverables by the City shall not constitute acceptance by the City or waiver of any defects or nonconformance. Acceptance of the deliverables shall not be deemed to occur until the City's issuance of the written Notification of Acceptance to the Vendor. The City reserves the right to reject the deliverables, in whole or in part, if the deliverables fail in any respect to conform to the specifications and requirements contained in or made a part of the Proposal; if they are defective in any respect; or if they have not been properly or satisfactorily installed or equipped. If the deliverables are substantially in compliance with the specifications, but are defective or nonconforming to some degree, the City may, in its sole discretion, withhold acceptance until the deliverables are rendered non-defective and conform in every respect to the Agreement.

6. Invoices. Invoices shall be prepared and submitted in duplicate to the "ship-to" address specified on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of goods or services, sizes, units of measure, quantity, unit price, and extended totals.



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7. Payment. The City shall pay the Vendor for goods and services rendered, in two (2) lump sums, the first upon receipt of all proposed equipment and the second upon full completion of the job to the City's satisfaction. The two payments shall be due and payable to Vendor within thirty (30) calendar days after the City's receipt of the invoice; provided, that no payment shall be due until after: (a) the City has issued a Notification of Acceptance with respect to all Deliverables covered by the invoice; and (b) the Vendor has provided clear and unencumbered title to the Deliverables. No C.O.D.s will be accepted. The first payment shall be equal to the cost of all purchased equipment, but shall not exceed fifty percent (50%) of the total project proposal as provided by the Vendor.

8. Warranties. The Vendor warrants and represents that all deliverables sold to the City under the Agreement shall be free from defects in design, workmanship or manufacture, and further represents and warrants that all Deliverables shall conform in all material respects to: (i) the specifications, drawings, and descriptions; (ii) any samples furnished by the Vendor; (iii) the terms, covenants and conditions of this Agreement; and (iv) all applicable state, federal or local laws, rules, and regulations, and industry codes and standards. These warranties shall be in addition to any other warranty or guarantee provided by the Vendor. Unless otherwise stated in the specifications, the deliverables shall be new merchandise, and not used or reconditioned. The Vendor may not limit, exclude or disclaim the forgoing warranties or any warranty implied by law, and any attempt to do so shall be without force or effect. The warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables, or such longer period as may be required by the specifications. If the Vendor is not the manufacturer and the deliverables are covered by a separate manufacturer's warranty, the Vendor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Vendor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

9. Indemnification. To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, errors, mistakes, omissions, or defective work or services of the Vendor, its employees, agents, or any tier of Sub-Vendors in the performance of this Agreement.

10. Default. The Vendor shall be in default under this Agreement if the Vendor fails to perform any of its obligations under this Agreement within ten (10) days after written notice to comply has been mailed by the City to the Vendor ("Event of Default").

11. Remedies. Upon the occurrence of an Event of Default, the City may exercise any or all of the following remedies, which are in addition to, and not in lieu of, any other remedies available to the City under law or equity: (a) terminate this Agreement and the Vendor's rights under the Agreement; (b) procure the deliverables from another source, and hold the Vendor liable for the difference in cost together with incidental and



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consequential damages, including costs and reasonable attorney fees; or (c) hold the Vendor liable for the difference between market price of the deliverables and the agreed price herein, together with incidental and consequential damages, including costs and reasonable attorney fees. In addition, the City may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the Vendor's duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Event of Default.

12. Termination without Cause. The City shall have the right to terminate this Agreement, in whole or in part, without cause, at any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

13. Special Tools and Test Equipment. If the price stated in the Vendor's Proposal includes the cost of any special tooling or special test equipment fabricated or required by the Vendor for the purpose of fulfilling this Agreement, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Vendor as such.

14. Taxes. The equipment purchased hereunder is purchased by the City, a tax exempt entity, for public and municipal purposes and the parties understand that this sale shall be exempt from taxation.

15. Patent and Copyright Infringement. The Vendor shall be required to pay all royalties and license fees and shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, officials and employees from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Agreement, including its use by the City.

16. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

17. Relationship. It is expressly understood that the Vendor, in performing services under this Agreement, does so as an independent Vendor. The City shall neither have nor exercise any control or direction over the methods by which Vendor performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent,



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efficient, and satisfactory manner. The Vendor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.\

18. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices to the Vendor shall be to the address specified in the Vendor's Proposal, or at such other address as the Vendor may designate via a written notice to the City. Notices to the City shall be addressed to the City of Salina, Attn: City Clerk, P.O. Box 736, Salina, Kansas 67402-0736.

19. Compliance with Applicable Law. The Vendor shall comply with all applicable federal, state, and local law in the performance of this Agreement.

20. Administration of Agreement. All references in this Agreement to City's participation or approval shall mean the participation or approval of the City Manager, or his or her designee, unless otherwise provided herein.

21. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

22. Right to Independent Legal Advice. The Vendor understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Vendor's choice.

23. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Saline County, Kansas District Court.

24. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

25. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

26. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

27. Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or



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termination is sought. Without limiting the foregoing, no pre-printed or similar terms on any invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of this Agreement.

28. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

29. Conflict Resolution. No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

30. No Third Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

31. Feminine-Masculine, Singular-Plural.
Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

32. Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

33. Binding Effect. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

34. Non-Assignable. Due to the unique qualifications and capabilities of the Vendor, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

35. Entire Agreement. This Agreement constitutes the entire agreement between parties and supersedes all prior oral written understandings. This Agreement shall not be altered, modified, amended or changed except by written amendment signed by the parties.



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Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.



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6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



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EXHIBIT F: PERFORMANCE, PAYMENT and OTHER BOND REQUIREMENTS

- 1) Vendor shall furnish performance and payment bonds, each in an amount at least equal to the Agreement Price as security for the faithful performance and payment of all of Vendor's obligations under the Agreement Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.
- 2) Vendor shall furnish performance and payment bonds, each in an amount at least equal to the full Proposal cost as security for the faithful performance and payment of all of Vendor's obligations under the Agreement documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period as mutually agreed upon between the Owner and Vendor, which shall not exceed one year, except as provided otherwise by laws or regulations or by the Agreement documents. Vendor shall also furnish such other grounds as are required by the Agreement documents.
- 3) All bonds shall be in the form prescribed by the Agreement Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- 4) If the surety on any bond furnished by Vendor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph B, shall promptly notify the Project Manager and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs B and D.
- 5) All bonds and insurance required by the Agreement Documents to be purchased and maintained by the Vendor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.



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EXHIBIT H: EQUAL OPPORTUNITY REQUIREMENTS

- 1) In conformity with the Kansas Act Against Discrimination and Chapter 13 of the Salina Code, the Vendor and its Sub-Vendors, if any, shall agree that:
 - a. The Vendor shall observe the provisions of the Kansas Act Against Discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;
 - b. The Vendor shall include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the City's Community Relations Director;
 - c. If the Vendor fails to comply with the manner in which the Vendor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached this Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Owner;
 - d. If the Vendor is found guilty of a violation of Chapter 13 of the Salina Code or the Kansas Act Against Discrimination under a final decision or order of the Salina Human Relations Commission or the Kansas Human Rights Commission, the Vendor shall be deemed to have breached this Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City.
 - e. The Vendor shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and
 - f. The Vendor shall include similar provisions in any Sub-Agreement under this Agreement.

- 2) The provisions of this section shall not apply to this Agreement if the Vendor:
 - a. Employs fewer than four (4) employees during the term of this Agreement; or
 - b. Agreements with the Owner for cumulatively \$5,000 or less during the City's calendar fiscal year.