



**KANAWHA COUNTY**  
POLICE | FIRE | EMS

Metro Emergency Operations Center  
of Kanawha County

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## Addendum #3

**Re: Metro Emergency Operations Center of Kanawha County Request for Proposals for Microwave Radio Communication System Design-Build Services**

**Date: 8/10/17**

**Proposal Due Date: Proposals must be received on or before Tuesday, August 15, 2017 at 2:00 pm EST at Metro Emergency Operations Center of Kanawha County - Attention Jim Mangus  
200 Peyton Way  
Charleston, WV 25309**

Addendum #3 is being issued to include the following edits and/or clarifications:

**1. Would Metro consider less than five Hops?**

Submit with at least three Hops, and Metro will consider based on other relevant factors.

**2. The RFP technical requirements are for an all indoor radio which for Potential Bidder is the Eclipse INUe Indoor Unit and IRU600 Indoor RF unit. However looking at similar projects in other WV counties (i.e. Mercer, Lincoln), a split mount radio was used (Eclipse IDUGE3 and ODU600 outdoor RF unit).**

To be compliant with the technical requirements of the RFP, Potential Bidder would need to bid the Eclipse INUe and IRU600. However, the IDUGE3/ODU600 solution can be a bit more cost effective.

**Please confirm which is the preferred radio platform: all-indoor or split-mount.**

A cost effective solution should be considered, as long as it does not compromise indoor environmental factors (cooling/heating) for the equipment, either split mount, or open-face racks, can be considered at all three locations.

**3. Regarding prevailing wages for WV, job classification and hourly rate.**

Please visit <https://www.wdol.gov/dba.aspx> for relevant wage requirements.

**4. Re Section 25. Reservation of Rights by Metro, subsection iii:**

***All warranties will commence on the date that Metro signs the final acceptance agreement. A completed and signed copy of each type of warranty specified herein this document will be provided to the Radio Group's, public safety operations at the time of delivery of the completed system.***

**This section requires signed warranties as specified in this document. Please list all warranties to which this is referring to (i.e. bonds, insurance requirements, etc.).**

Performance bond is a required inclusion in the proposal for an option available at Metro's discretion. Bid award will require proposer to obtain liability insurance coverage with Metro named as additional insured.

**5. Re Section 26.vii:**

***Payment will be released within 30 days of completion of work that is satisfactory to Metro. At its sole discretion, Metro will consider the proposer's request for reasonable intermittent payment as acceptable progress is made.***

Please refer to [§7-5-7](#) re payment of legitimate uncontested invoices; interest on late payments; "Prompt Pay Act of 1955."

**6. Re Section 26.xix:**

***Termination of Contract and Liquidated Damages – If the proposer refuses or fails to perform this work with such diligence as will insure its completion within the time specified, including extensions, if any are granted, then Metro, by written notice to the proposer, may terminate the proposer's right to proceed with the work and this contract shall be terminated for any and all future work. On such termination, Metro may take over the work and prosecute the same to completion, by contract or otherwise, and the proposer shall be liable to Metro for any additional costs incurred by Metro in the completion of the work. In addition, the proposer shall also be liable for liquidated damages in the amount of \$4,300 per day for any delay in the completion of the work.***

**Potential Bidder Network's Response: Clarification. Potential Bidder will indemnify for damages to the extent that it is caused by Potential Bidder's gross negligence or willful misconduct and in connection with the performance of the services.**

Please refer to original RFP Page #12, Section 10:

**10. CHANGE PROCEDURE**

*Either party may request changes within the general scope of this agreement. If the requested change causes an increase or decrease in the cost of or time required for the performance of this agreement, the proposer and Metro will agree to an equitable adjustment in the agreement price, performance schedule or both. If the parties are unable to agree to the change, the change request will not become effective.*

Please see below for additional objections submitted.

**1. Re Section 18. Product Warranty and Support, subsection ii:**

***All equipment shall be warranted against defects in material and workmanship for a minimum of 24 months for parts and labor. Detailed terms and conditions of warranty as well as cost of said warranty clearly broken out shall be provided by the proposer.***

**Potential Bidder Network's Response: Clarification. Equipment will be warranted for 24 months from date of shipment.**

Metro has noted objection/clarification.

**2. Re Section 25. Reservation of Rights by Metro, subsection iii:**

***All warranties will commence on the date that Metro signs the final acceptance agreement. A completed and signed copy of each type of warranty specified herein this document will be provided to the Radio Group's, public safety operations at the time of delivery of the completed system.***

**Potential Bidder's Network's Response: Clarification. Equipment will be warranted for 24 months from date of shipment.**

Metro has noted objection/clarification.

**3. Re Section 26.xii:**

***The Proposer hereby indemnifies, holds and saves harmless Metro, the State of West Virginia, and the Federal Government free from any and all claims for damages sustained by the proposer during the performance of this contract, and hereby indemnifies Metro, the State of West Virginia, and the Federal Government against any claims arising from such work.***

**Potential Bidder Network's Response: Clarification. Potential Bidder will indemnify for damages to the extent that it is caused by Potential Bidder's gross negligence or willful misconduct and in connection with the performance of the services.**

Metro has noted objection/clarification.

**4. Re Section 26. Additional Requirements and Information:**

***The Proposer hereby indemnifies, holds and saves harmless Metro, the State of West Virginia, and the Federal Government free from any and all claims for damages sustained by the propose during the performance of this contract, and hereby indemnifies Metro the State of West Virginia, and the Federal Government against any claims arising from such work.***

**Potential Bidder's Network's Response: Clarification. Potential Bidder is willing to cap liability.**

Metro has noted objection/clarification.

**5. Re Section 26.x:**

***Proposer will completely indemnify and hold harmless Metro from any damages whatsoever caused by the proposer and/or its employees.***

**and**

**Section 26.xii:**

***The Proposer shall be responsible for all damages to the persons or property that may occur as a result of the proposer's fault or negligence until the completion of the project.***

**Potential Bidder's Network's Response: Exception. These sections are redundant.**

Metro has noted objection/clarification. The two sections are similar.

The specifications of the original Request for Quotations dated 7/28/17 are to be included as a part of this Addendum #3.

Once quotations are unsealed, all documents become public record. Metro Emergency Operations Center reserves the right to reject any and/or all proposals and to waive any informality in bidding.