

Request for Proposals

**Radio Engineering and Consulting Services:  
Radio Network Enhancements**

Issued: October 1, 2020

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**Okanogan County Sheriff's Office**

123 N 5<sup>th</sup> Ave, Rm 200

Okanogan, Washington 98840

RFP Response Due Date: December 3, 2020 at 4:00 PM



Request for Proposals:

## **Radio Engineering and Consulting Services: Radio Network Enhancements**

Issued: December October 1, 2020

Okanogan County is soliciting a Request for Proposals (RFP) from interested individuals and/or firms that can provide Radio Engineering and Consulting Services for the enhancement, development, and build-out of its radio system as part of a Capital Improvement Project. Respondents to this RFP should demonstrate knowledge, experience, and expertise in the key areas listed in this RFP. Okanogan County is conducting this Request for Proposals process to ensure that qualified individuals and firms are provided with a fair and equal opportunity to be considered for Radio Engineering and Consulting Services. Okanogan County will consider Proposals only from individuals and firms that have demonstrated the capability and willingness to provide high-quality services in the areas outlined in the RFP.

NOTICE: Okanogan County reserves the right to accept and be the sole judge of Proposals based on its assessment of needs and in the best interest of the agency. Okanogan County also reserves the right to change, alter, amend, supplement, suspend, or terminate this RFP process and the right to reject any and all Proposals, with or without cause, and at any time.

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## **SECTION 1.0 – INTRODUCTION AND OVERVIEW – GENERAL INFORMATION**

### **1.1 Description of Okanogan County**

Okanogan County has a county Public Safety Answering Point (PSAP) referred to as OKANOGAN located in Okanogan, Washington that serves Okanogan county and a portion of northern Douglas County. OKANOGAN operates twenty-four (24) hours a day, seven (7) days a week answering and processing emergency 911 and non-emergency calls-for-service and dispatching twenty-nine (29) law, fire, and emergency medical public safety agencies within Okanogan County. OKANOGAN's service area covers Okanogan County's approximately 5,281 square miles - 75 miles from Wells Dam north to the Canadian Border and 86 miles and two and a half mountain passes from Washington Pass eastward to Ferry County and serves a population of about 42,490 residents. Additionally, OKANOGAN is responsible for maintaining and upgrading Sixteen (16) radio sites serving Okanogan County that make up its Public Safety Emergency Communications Radio System.

OKANOGAN was initially the dispatch center for the Sheriff's Office and county agencies. In the early 1990's Okanogan County and cities consolidated into OKANOGAN, the PSAP operated by the Okanogan County Sheriff's Office. Okanogan County and OKANOGAN provide for the operation of a consolidated multi-jurisdictional E911 Public Safety Answering Point (PSAP) and emergency public safety dispatch facility. OKANOGAN is one of forty-eight Public Safety Answering Points operating in Washington State.

### **1.2 Project Introduction**

OKANOGAN is currently in the process of conducting a Capital Improvement Project (CIP) for the upgrade and expansion of its Public Safety 911 Radio System. The Capital Improvement Project is funded by a 2/10<sup>th</sup> of 1% sales and use tax in effect from January 1, 2020 with no expiration. As part of this CIP project, OKANOGAN is seeking to develop radio talk channel capacity throughout the county and coverage enhancement in the Conconully, Loomis, Aeneas Valley and Washington Pass areas by utilizing pre-existing sites and/or installing additional radio sites.

The selected Consultant will work closely with OKANOGAN's Chief Deputy of Communications on an ongoing basis and throughout the term of the project to project completion. The Consultant will also work as needed with other OKANOGAN staff throughout the entire project.

### **1.3 Ownership**

Okanogan County is the owner of the public safety 911 radio system located in Okanogan County. Okanogan Fire Protection Districts 3, 6, 11 and 16 own and operate one site each. Aero Methow Rescue operates one site.

### **1.4 OKANOGAN Objectives**



OKANOGAN is seeking a qualified individual(s), firm, or group to provide a range of services including, but not limited to, radio system engineering, system design, consulting, technical advice, frequency coordination and construction project management specifically for radio site development and radio coverage enhancement for public safety agencies in the Okanogan County area.

**CAUTION: THE SUCCESSFUL CONTRACTOR, AND/OR THE CONTRACTOR'S COMPANY, WILL NOT BE ALLOWED TO PARTICIPATE IN BIDDING, PROCUREMENT, OR PURCHASING PROCESSES DIRECTLY RELATED TO THE CONSTRUCTION PROJECTS TO BE COMPLETED PURSUANT TO THE REQUEST FOR PROPOSAL (RFP) DEVELOPED UNDER THIS CONTRACT . THE SUCCESSFUL BIDDER MAY ONLY SERVE AS A SUBCONTRACTOR ON THE PROJECT WITH FULL DISCLOSURE TO OKANOGAN OF THE SCOPE OF WORK TO BE PERFORMED AND COMPENSATION TO BE PAID UNDER THE SUBCONTRACT. ANY SUCH SUBCONTRACT WORK WILL REQUIRE THE ADVANCE WRITTEN APPROVAL OF OKANOGAN.**

### **1.5 Respondent Requirements**

Parties interested in responding to this RFP must prepare and submit a Proposal and other documents in accordance with the procedure, requirements, schedule, and guidelines provided in this RFP. OKANOGAN will consider proposals only from those parties that have demonstrated the capability and willingness to provide high quality consulting services in the areas outlined in this RFP.

The term "Respondent" refers to any individual(s), groups, partnerships, firms, companies that prepare and submit a proposal in response to this RFP.

The term "Proposal" refers to the Proposal submitted in response to this RFP plus any and all information and materials required for submittal in this RFP process.

### **1.6 Duty to Examine**

It is the responsibility of each Respondent to thoroughly exam and familiarize themselves with the entire RFP and to ask any questions and/or seek clarification before submitting a Proposal. The submission of a Proposal shall constitute an acknowledgement by the Respondent that the Respondent has thoroughly examined and is familiar with all requirements and documents that are part of the RFP, including any addenda. A lack of knowledge or a misunderstanding about this RFP shall in no way relieve the Respondent from any obligation(s) with respect to this RFP, the Respondent's submitted Proposal, or a resulting contract. Lack of care in preparing a response shall not be grounds for withdrawing a Proposal after the closing date and time, nor shall it give rise to any future contract claim.

### **1.7 Respondent Acknowledgement**

By submitting a Proposal in response to this RFP, the Respondent acknowledges and consents to the requirements, terms, and conditions pursuant to this entire RFP document,

the statements set forth here within, as well as any other documents such as addendum, appendix, exhibits, etc. that are included as part of this RFP.

### **1.8 Limited Purpose of RFP**

This RFP document and process does not commit OKANOGAN to agree to or issue a final Contract.

### **1.9 Procurement Strategy**

The purpose of this Request for Proposals (RFP) process is to solicit qualifications and proposals from prospective and qualified Consultants and to select the most qualified and responsible Consultant at the best possible cost. OKANOGAN is also seeking to improve or enhance system efficiencies, increase the number of talk channels, maintain low current and future operating costs, and enhance system capabilities and service where appropriate. Respondents will be evaluated on their qualifications, experience and references demonstrating how capable they are to meet or exceed the project requirements. It is the policy of OKANOGAN to evaluate all qualifications and proposals fairly and without prejudice to any one Proposer.

OKANOGAN intends to qualify Respondents that possess the professional, financial, and administrative capabilities to provide the proposed services under terms, conditions, and rates that provide the greatest benefit to OKANOGAN, the public safety community, and the general public.

### **1.10 Issuance of RFP Documents**

The Request for Proposals (RFP) document and other related documents and notifications will be made available electronically from the Okanogan County's web site at [www.okanogancounty.org](http://www.okanogancounty.org). OKANOGAN will not be responsible for the provision of any hardcopy documents. Should a discrepancy arise between any electronic version(s) and/or printed version(s) of the RFP document or any other related document, the latest OKANOGAN issued revision shall take precedence. Persons interested in this RFP remain responsible for monitoring the website for the most recent information.

### **1.11 RFP Correspondence**

OKANOGAN shall post all RFP documents to the Okanogan County website at: [www.okanogancounty.org](http://www.okanogancounty.org). After RFP submittals have been opened, OKANOGAN will post a listing of the proposals received, and later, any final award determination.

### **1.12 Written Proposals**

Okanogan shall only accept original written materials in response to this RFP. Proposals submitted electronically or by facsimile shall not be accepted.

### **1.13 Costs Associated with RFP**

OKANOGAN will not be responsible or liable for any cost or reimbursement of costs to a Respondent related to any part of the RFP process. All costs incurred by the Respondent in connection with responding to this RFP shall be the sole responsibility of the Respondent.

**1.14 RFP Schedule**

The RFP schedule shown below is set forth for informational and planning purposes only. It is OKANOGAN’s intent to conduct a selection process following a series of orderly steps and to ensure the process is accomplished within an appropriate time line. The following schedule is provided as a guideline for Respondents to prepare proposals and to allow OKANOGAN sufficient time to review and fully consider various factors that may affect the decision-making process. OKANOGAN reserves the right to change this schedule as it sees fit and to suit the needs of the overall project. ANY CHANGE TO THE RFP SUBMITTAL DEADLINE WILL BE MADE BY ADDENDUM TO THE RFP.

Activity Item	Date
Publish and Issue RFP	October 1, 2020
Deadline for Questions	November 2, 2020, 4:00 PM
Proposal Submittal Deadline	December 3, 2020, 4:00 PM
Opening of Proposals	December 8, 2020
Evaluation of Proposals	December 14-17, 2020
Contract Award	January 5, 2021
Contract Development Meeting	January 18-22, 2021 (Estimated)
Project Implementation	March 1, 2021 (Estimated)

**1.15 Questions and Interpretations of RFP**

OKANOGAN will accept and respond to written questions pertaining to this RFP before the deadline for questions set forth in the RFP schedule. Written questions may be submitted by mail, fax, or email to the designated point-of-contact for the RFP process as noted in Section 2.1 of this RFP. No oral interpretations of the RFP will be made to any Respondent. Oral explanations or instructions shall not be binding.

**1.16 Proposal Submittal Deadline**

A Proposal must be received by OKANOGAN no later than the date and time listed in the RFP schedule. Proposals received after the Proposal Submittal Deadline shall not be accepted by OKANOGAN and shall be disqualified.

**1.17 Proposal Withdrawal After Public Opening**

A Proposal shall not be withdrawn after the RFP due date and time established for submitting Proposals, except for claims of error granted by OKANOGAN, or unless OKANOGAN delays an award for a period of time that exceeds a Proposal's effective date.

### **1.18 Compliance with RFP Terms, Attachments, and Addenda**

OKANOGAN intends to award a Contract based on the terms, conditions, attachments, and addenda of this RFP. Respondents shall submit Proposals which respond to all requirements in the RFP.

Respondents are strongly advised to not take exceptions to the terms, conditions, attachments, and addenda of the RFP as any exception may result in the rejection of the Proposal. An exception is not a response to a Proposal requirement. If an exception is taken, the Respondent must prepare a written "Statement of Exception" to clearly identify any and all exception(s), and submit the Statement with the Proposal. A "Statement of Exception" must identify the specific point or points of exception. If OKANOGAN elects to consider a Proposal that includes an exception, its competitive evaluation may be reduced to reflect the importance of the exception.

### **1.19 Final Contract Execution**

OKANOGAN reserves the right to make a contract award with or without written and/or oral discussions with a Respondent. The successful Respondent shall enter into a signed contract with OKANOGAN within one hundred twenty (120) days from the date the bid is awarded by the OKANOGAN Board of County Commissioners.

## **SECTION 2.0 – GENERAL RFP PROCESS INFORMATION**

### **2.1 Designated RFP Process Point-of-Contact**

All responses, inquiries or notices pertaining to this RFP process shall be directed to the designated single point-of-contact as follows:

Mike Worden, Chief Deputy of Special Operations / Communications  
Okanogan County Sheriff's Office  
123 N 5<sup>th</sup> Ave, Rm 200, Okanogan, WA 98840  
Desk: 509-422-7204  
Fax: 509-422-7223  
E-mail: mworden@co.okanogan.wa.us

### **2.2 Restricted Communications**

Respondent are strictly forbidden from contacting or communicating with OKANOGAN, OKANOGAN employees, its affiliated/associated representatives, its supported agencies, the OKANOGAN Dispatch Advisory Board and/or its members, the Dispatch Advisory Board RFP review committee, or any other decision-making group regarding this project except where necessary to conduct normal business activities or where the communication is prescribed or allowed within the established RFP process outlined in this document.

Communications concerning this RFP with any other person other than the Designated Point of Contact or a member of the procurement staff may cause a Respondent to be disqualified from further consideration in the RFP process. Any violation of this restriction may be grounds for dismissal of any Proposal made by a Respondent.

### **2.3 Conflicts of Interest Disclaimer**

Respondent are prohibited from officially or unofficially making any employment offer or business proposition or arrangement whatsoever to any OKANOGAN employee involved in the evaluation of the RFP. Likewise, Respondent are prohibited from giving gifts or other such benefits to OKANOGAN employees. A Respondent making such offer or similar proposition may be disqualified without notice from further consideration in the RFP process.

### **2.4 RFP Addenda**

OKANOGAN reserves the right, with or without prior notice, to change, modify, or supplement the RFP at any time, or otherwise request additional information pertaining to the RFP. If at any time OKANOGAN changes, modifies, supplements, or otherwise alters the RFP, OKANOGAN will issue a written addendum to the RFP. Any addenda shall be furnished and made available at Okanogan County's website: [www.okanogancounty.org](http://www.okanogancounty.org).

### **2.5 Withdrawal of Proposal**

A Respondent may withdraw a proposal at any time prior to the RFP closing date by providing written notice to OKANOGAN. The withdrawal notice must be duly received and acknowledged by OKANOGAN's Chief Deputy of Communications.

### **2.6 Acceptance of Proposal**

OKANOGAN reserves the right to accept or reject any or all Proposals, waive irregularities and technicalities, and request a resubmission of any or all Proposals. OKANOGAN may waive any defect in any Proposal or in the submission process followed by a Respondent, but will only do so if it believes that it is in OKANOGAN's best interest and will not cause any material unfairness to other Respondents.

### **2.7 Right of Rejection**

Proposals that are incomplete or not responsive to the requirements of this RFP may be rejected without notice to the Respondent. OKANOGAN reserves the right to determine that any Proposal received complies or fails to comply with the terms of this RFP.

OKANOGAN reserves the right to reject any or all Proposals, either in their entirety or a component thereof, or any portion of all Proposals received in response to this RFP, if OKANOGAN determines that it is in its best interest to do so. OKANOGAN may reject any Proposal which is conditional, incomplete, or contains any material deviations. If all Respondents fail to meet one or more of the mandatory requirements, OKANOGAN reserves the right to continue the evaluation of the Proposals and to select the Proposal

which offers the best value to OKANOGAN. OKANOGAN also reserves the right to eliminate any and all Respondents from further consideration in this process.

OKANOGAN may reject any Proposal for reasons including, but not limited to, the following:

- Any Proposal which is incomplete, obscure, irregular, or lacking necessary detail and specificity
- Any Proposal that has any qualifications, limitation, exception, or provision attached to the Proposal
- Any Proposal from a Respondent that, in the sole judgment of OKANOGAN, lack the qualifications or responsibility or resources necessary to perform the work
- Any Proposal submitted by a Respondent which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies or is not capable of obtaining a timely registration or license in the event of a contract award.
- Any Proposal from a Respondent that is not approved as being compliant with the requirements of equal opportunity employment practices
- Any Proposal for which a Respondent fails or neglects to complete and submit any qualification information within the time specified by the RFP and/or OKANOGAN.

## **2.8 Right of Suspension and Termination**

OKANOGAN reserves the right to suspend and/or terminate this RFP or an ensuing Contract resulting from this RFP at any time, at any phase in the process, at its convenience, and without cause. OKANOGAN shall make the termination by written notice specifying the date of termination. If a signed Contract is terminated, the Contractor shall be paid for satisfactory work and materials completed and accepted by the authorized signatory of OKANOGAN up until the date of official termination.

## **2.9 Joint Ventures**

Proposals shall only be accepted from Respondents able to fulfill and complete the delivery of goods or services described in the specifications of this RFP. Joint ventures shall submit one Proposal for all parties participating in a joint venture response; the Proposal shall be accompanied with proof of the joint venture agreement.

## **2.10 Collusion**

If OKANOGAN determines that collusion has occurred among Respondents, none of the Proposals from said participants in such collusion shall be considered. OKANOGAN's determination shall be final.

## **2.11 Evaluation of Proposals and Selection Process**

A. The objective of the evaluation process is to select a Respondent with the qualifications, experience, references and availability to provide the services, labor, equipment, tools and materials described within this RFP. These objectives are implicit within the

evaluation of items and are not to be construed as separate criteria. Within this overall context, the specific objectives of the evaluation process are to:

1. Select the most qualified, experienced and available respondent to deliver services starting approximately March 2021 through the subsequent 18 to 24 months.
  2. Ensure a high-level of professional and quality services
  3. Obtain the best combination of goods, materials, features, functions, capacities, services, solutions, and pricing
  4. Secure a fair and workable Contract
  5. Secure a responsible and fiscally sound Contractor with a demonstrated record of performing the same work as contained within this RFP
  6. Ensure that the goals, objectives, purposes, and requirements of OKANOGAN are met to the highest degree possible
- B. OKANOGAN shall be the sole judge of any and all Proposals and other determining factors, and in determining the merits of each Proposal. OKANOGAN reserves the right to select a Respondent that it believes is in the best interest of OKANOGAN. OKANOGAN's decision shall be final.
- C. OKANOGAN staff or any combination of OKANOGAN staff, OKANOGAN Dispatch Advisory Board members, or selected review committee members may review Proposals as part of the evaluation and Proposal selection process.
- D. The evaluation of Proposals will be based upon actual Proposal submittals as they are received by OKANOGAN.
- E. The proposed price and/or pricing structure shall be considered, however, OKANOGAN is not required to award a Contract to the Respondent offering the lowest price.
- F. The evaluation of Proposals may consider any or all of the following:
- a. The Respondent's qualifications, level of knowledge, skills, certifications and experience on like projects
  - b. The proposed scope of work
  - c. The proposed project plan, project management, and the services offered
  - d. Knowledge of grants, success in accessing and managing grants or other financial opportunities beneficial to the project
  - e. Professional and/or customer references for similar work performed
  - f. The level of "responsiveness" of all materials submitted by the Respondent, and any other evidence OKANOGAN may obtain to determine if the Respondent is compliant with the terms and conditions set forth in this RFP.

- g. The ability of the Respondent to be “Responsible”. In determining the responsibility of the Respondent, OKANOGAN will conduct an evaluation based on, but not limited to, the following criteria:
- Scope of knowledge, experience, and the ability, capacity, and skill of the Respondent to perform the required work
  - The character, integrity, judgment, and reputation of the Respondent
  - The level of quality, performance, and timeliness on other VHF Simulcast coverage improvements, and analog to P25 system projects or services
  - The availability and ability to meet project timeframes, deadlines, delivery schedules, and projected completion dates
  - The ability to meet licensing and insurance requirements
  - The Respondents previous record and existing compliance to federal, state, and local laws relating to public contracts and services
  - The complexity, thoroughness, and effectiveness of the proposed solution
  - Other business considerations and legal requirements
- G. OKANOGAN reserves the right to conduct investigations on any or all Respondents, as OKANOGAN deems necessary or convenient, to clarify the information provided as part of a Proposal and to request any additional information to support the information included in the Proposal.
- H. At any time during the RFP evaluation process, OKANOGAN reserves the right to make reasonable inquiry to determine the responsibility of any Respondent. Requests may include, but not be limited to, financial statements, credit ratings, references, records of past performance, on-site inspection of business or related facilities, and evidence of licensing and insurance statements.
- I. OKANOGAN may request a Respondent to send representation to OKANOGAN to meet with OKANOGAN and/or to provide additional informational pertaining to this RFP.
- J. In a limited number of situations, and depending on the type and scope of services to be performed, OKANOGAN may be required to have the Respondent complete a criminal background check. Failure to respond to or to successfully complete such a request will be sufficient reason to consider the Respondent “non-responsive”.

## **2.12 Receipt of Single Proposal**

In the event that OKANOGAN receives only one (1) single responsive, responsible Proposal, OKANOGAN may terminate the RFP process, issue an extension of the proposal acceptance period, and/or it may conduct a price or cost analysis on the single received Proposal. In this situation, and if requested by OKANOGAN, the Respondent shall promptly provide all cost or pricing data and documentation and any further explanation requested by OKANOGAN to assist in such analysis. By conducting such an analysis on a single Proposal, OKANOGAN shall not be obligated to accept the single Proposal; OKANOGAN reserves the right to accept or reject such Proposal or any portion thereof.



### **2.13 Final Bid Award**

The Dispatch Advisory Board RFP review committee will forward a recommendation to the Board of County Commissioners. A final Contract award will be approved and authorized by the Okanogan County's Board of County Commissioners at the date and time provided in the RFP Schedule, or as otherwise scheduled.

### **2.14 Disclosure of Proposal Contents**

OKANOGAN will seek to open the Proposals in a manner that avoids disclosing their contents and will seek to keep the contents of all Proposals confidential until a Contract is awarded. OKANOGAN will prepare a registry of Proposals containing the name and address of each Respondent. That registry will be open for public inspection after the Proposals are opened. From the opening of the Proposals to the award of the Contract, everyone working on behalf of OKANOGAN to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. And will seek to keep this information away from other Respondents. OKANOGAN will not be allowed to tell one Respondent about the contents of another Respondent's Proposal in order to gain a negotiating advantage. Before the award of the Contract or cancellation of the RFP, any Respondent that seeks to gain access to the contents of another Respondent's Proposal may be disqualified from further consideration.

### **2.15 Disclosure of RFP and Proposal Materials**

All Proposals, bids and related RFP materials received by OKANOGAN shall become the property of OKANOGAN and shall not be returned. RFP submittal materials shall be maintained by OKANOGAN to the extent required by law; documents and materials may be destroyed following the expiration of the applicable record keeping period.

This procurement is subject to the Washington State Public Records Act, Chapter 42.56 RCW (Revised Code of Washington). Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under public disclosure laws. After a decision to award the Contract has been made, the proposals may be available for inspection and copying by the public.

The Respondent shall maintain the security and confidentiality of any information the Respondent may come into contact with as a result of this RFP, including documents, meetings, and site visits. This includes, but is not limited to, business systems, operations, protocols, security features, employee information, partner agency information, information related to incidents and calls, or any other proprietary or privileged information. The Respondent agrees not to share, discuss, disclose, or disseminate information in any manner outside of OKANOGAN and the scope of this RFP and Contract. A breach of confidence is considered very serious and may be handled accordingly. The Respondent is cautioned that certain types of breaches could warrant criminal prosecution.

The Respondent shall keep confidential all information and materials related to the RFP and any Work performed as a result of this RFP or the subsequent Contract. Respondent shall not disclose any such information or materials to third parties unless approved in writing by OKANOGAN, as required by Court order, or otherwise specifically permitted in the RFP or subsequent Contract.

The Respondent shall employ appropriate standards and security measures, such as encryption technologies, as may be necessary or proper, and as mutually agreed upon by OKANOGAN and Respondent. The Respondent and its agents shall not have access to any information except that as required to perform the Respondent's obligations under the RFP or Contract. Should any breach of confidentiality occur, Respondent shall promptly report the breach to OKANOGAN.

The Respondent shall take such measures as are necessary to ensure that any of its employees, agents or subcontractors are aware of the confidentiality provisions of this RFP and any subsequent Contract and adhere to those confidentiality provisions.

## **SECTION 3.0 – SCOPE OF PROJECT AND SPECIFICATIONS**

### **3.1 Background**

OKANOGAN's radio system primarily consists of legacy analog single channel sites made-up of various pieces of component equipment owned and operated by Okanogan County. Various other agencies own equipment that has been brought together and connected to OKANOGAN for the operations of several agencies. Various other agencies have radio components in use that OKANOGAN does not have access to. Recognizing the need to replace older equipment, integrate and improve capability of equipment, enhance radio coverage, and build-out radio system capabilities to support newer technologies, OKANOGAN commissioned a consultant to conduct a high-level review of the existing radio system and to make recommendations. The consultant provided OKANOGAN with their report and recommendations in 20014. The report has since served as documentation of the necessity to upgrade and expand OKANOGAN's Public Safety 911 Radio System.

In 2020 OKANOGAN will have replaced the end of life VHF repeaters at the primary sites included Lemanasky, Tunk, Coulee Dam, Goat and McClure. OKANOGAN is now seeking to enhance and improve radio coverage and capacity throughout Okanogan County, implement multi-zone simulcast/multicast, five (5) channels in each zone, and establish a plan for system migration to P25 over the next ten (10) years.

The Conconully, Loomis, Aeneas Valley and Washington Pass areas have been identified as areas that would significantly benefit from improved radio coverage. Although these areas have a low-population density, public safety personnel can experience an increased number

of incidents due to the very high-traffic in these areas, especially as a result of out-of-town travel and tourism during certain times of the year

Key issues currently affecting OKANOGAN's radio system, include, but are not limited to the following (not listed in a particular order):

- A. The existing system contains electronic components that are ten (10) years old or older. The likelihood and frequency of component failures is increasing as the system ages.
- B. The manufacturer of the older repeaters in production no longer sells or supports some of the critical components utilized in OKANOGAN's radio system. Furthermore, additional components are beyond end of life with replacement component no longer available or availability will be terminated. Some components are available on the secondary market, however, reliance upon secondary market equipment comes with greater risk because the required version of a critical component may not be readily available and because the condition of the component and the service history of the component is unsubstantiated and/or unknown.
- C. Some geographic areas need improved radio coverage, especially areas that are either remote, difficult to reach, or located in difficult and challenging terrain. Extreme winter conditions limit accessibility to some sites and restrict the duration of time that work can be performed at the site.

### **3.2 Summary**

OKANOGAN's existing radio system is a 16-site VHF Conventional Analog Radio System that serves public safety operations in Okanogan County and northern Douglas County. The terrain in these counties is geographically diverse and includes mountains, forests, rivers, lakes, and plateaus. The system is used by twenty-nine (29) different public safety agencies operating within the two counties and supports approximately 900 mobile and portable radios. The system operates over a communications network that includes sixteen (16) radio sites; these sites provide a system of radio communications for law enforcement, fire protection agencies and emergency medical service providers that network with six (6) dispatch console electronic shelves (CES) in two separate closets at OKANOGAN.

### **3.3 Ownership**

All tangible or electronic copies of system documentation, schematics, compilations, drawings, plans, reports, techniques, formulas, instruction manuals, or other personal property produced or created specifically for OKANOGAN under this RFP and Contract shall be delivered to OKANOGAN as requested and/or prior to the completion of work, the completion of the contract period, or the termination of the Contract and shall become the sole exclusive property of OKANOGAN.

### **3.4 OKANOGAN's Designated Project Point-of-Contact**

OKANOGAN's designated point-of-contact for this project will be as follows:

Mike Worden, Chief Deputy of Special Operations / Communications

Okanogan County Sheriff's Office  
123 N 5<sup>th</sup> Ave, Rm 200  
Okanogan, WA 98840  
Desk: 509-422-7204  
Cell: 509-846-6004  
Fax: 509-422-7223  
E-mail: mworden@co.okanogan.wa.us

### **3.5 Consultant's Designated Contact Person**

The Consultant shall designate one (1) individual as the lead project manager and primary contact person for this project. The Consultant is asked to assign the same key person as the primary contact person throughout the duration of this project in order to maintain consistency, continuity, and efficiency throughout the project.

### **3.6 Vision and Project Objectives**

OKANOGAN is seeking Proposals from qualified consultants that have experience and expertise with public safety land mobile radio systems. OKANOGAN requires consultant services, as specifically described in this section, to assist OKANOGAN staff with the planning, project management, procurement, frequency coordination and other related activities to upgrade and/or replace the current portion of the radio system serving the Okanogan County area.

OKANOGAN expects the final project solution will significantly improve radio talk channel capacity, coverage, and specifically in the Conconully, Loomis, Aeneas Valley and Washington Pass areas to support public safety operations and personnel working in the field.

### **3.7 Statement of Funding Source**

This project is being paid for by a special 2/10th of 1% sales and use tax collected in Okanogan County. This revenue is received and maintained in a separate account designated for this Capital Improvement Project. The Consultant and the ensuing project are scheduled to be paid from this revenue source.

NOTICE: Although not required for the specific Work outlined in this RFP, the extension and/or award of future work may be dependent on the Consultant's eligibility to receive payment from federal, state, or local grant sources.

### **3.8 Statement of Work**

The Consultant shall assist OKANOGAN in the process of developing plans to upgrade and enhance radio capacity and coverage in the Okanogan County area and to specifically address the issues as noted in Section 3.1. A part of this project includes planning for the migration of the county wide Public Safety 911 Radio System equipment to a fully integrated P25 voice and data system that is fully redundant with no single point of failure. The Consultant will provide a set of service deliverables and a scope of services to provide a

satisfactory final project solution to ensure the migration includes future planning for infrastructure, console, and subscriber radio migration as needed. At all times, the Consultant shall work closely with and will coordinate with OKANOGAN's Chief Deputy of Communications on all phases of work performed and execution of project. All planning and work shall meet with the approval of the Chief Deputy of Communications and the Senior Communications Technician at OKANOGAN.

The Statement of Work shall include a scope of services that assists OKANOGAN from initial assessment and design development to implementation and completion of the project outlined in this RFP. In general, consulting services may include, but are not limited to, engineered project plans and analysis, development of project specifications, frequency coordination, development of bid specifications and optionally assistance with construction bid review, bid selection, and recommendation processes, final inspection and acceptance of completed radio systems.

Respondent(s) shall provide a statement explaining how they intend to meet the specifics of the following deliverables:

DELIVERABLE – PART 1

- A. Conduct and compile a radio system needs analysis to improve radio system coverage in desired areas and increase system wide talk capacity.
- B. The Consultant shall provide recommendations to OKANOGAN considering the scope of the project outlined in this RFP and in relationship to the radio system as a whole. This deliverable shall be completely provided in written form and shall address, at a minimum, the following:
  - 1. Strategies for achieving at least a fifteen (15) year life for said system.
  - 2. Identifying the costs, by type and by year, that shall arise in building, operating, maintaining, and replacing and upgrading the elements of said system over a minimum fifteen (15) year life as well as strategies for cost savings.
  - 3. Strategies to avoid cost spikes during the fifteen (15) year life cycle.
  - 4. Address possible ways to lessen the dependency on a single vendor, and describe the risks and benefits of utilizing multiple vendors.
  - 5. Provide a methodology for soliciting price proposals that shall enable evaluation and comparison of the life-cycle cost of each radio system proposal.
  - 6. Confirm existing coverage through field verification / drive test using Bit Error Rate (BER) values.
- C. The Consultant shall conduct weekly teleconference meetings with the Chief Deputy of Communications and/or the Project Manager, and other key staff if needed, for approximately one (1) hour per meeting.
- D. The Consultant shall meet in person with OKANOGAN Dispatch Advisory Board representatives for one (1) business day to present Part 1 Deliverables and recommendations for moving forward.

- E. The Consultant shall provide OKANOGAN with one (1) original unbound document and five (5) copies of all Deliverable – Part 1 materials. Provide one (1) electronic copy on CD or USB memory stick that can be opened in Adobe PDF format.
- F. OKANOGAN will provide acceptance of Deliverable – Part 1 when the Consultant has delivered the required Work and all required meetings in a satisfactory manner within one hundred twenty (120) days from date of Contract execution, or an otherwise agreeable time period.

#### DELIVERABLE – PART 2

- A. The Consultant shall develop written technical, functional, performance and other specifications for equipment and systems and for the scope of the project outlined in this RFP. The specifications should be developed using the Consultants' expertise and experience with comparable VHF analog simulcast systems, microwave backhaul, information provided by OKANOGAN, and additional information acquired through site visits, meetings, discussion, and interviews. The Consultant shall not be permitted to survey or interview associated public safety stakeholders without OKANOGAN's explicit approval and permission.
- B. The Consultants project proposal shall completely describe the methods and analysis used to design and engineer the upgraded system. The design is expected to incorporate the best equipment, technology, and methods available to provide a state of the art communications system of the highest quality and performance.
- C. At a minimum, this deliverable shall include the following specifications and rationales including technical, functional, and performance aspects for each of the following requirements:
  - 1. Design and engineer a VHF voted receive, simulcast and or multicast transmission radio system improvement as well as future system design including the following:
    - A narrowband analog mode simulcast and or multicast replacement of current radio channels, including the guarantee to not reduce current radio coverage
    - Five (5) simulcast and/or multicast channels in each of 3 zones.
    - Site construction for any green field sites, if needed, to achieve desired coverage
    - Site modifications for any existing sites to be used, if needed
    - Radio dispatch console interfaces with existing consoles
    - Expansion of backhaul microwave network
    - Upgrade or replacement of backhaul microwave network, if needed
  - 2. Define, prepare, and propose a set of radio system requirements, including engineer-level requirements, based on the needs analysis and without specifying a specific system design; the proposal must meet OKANOGAN's expectations in terms of system design, system compatibility, reliability, stability, quality and coverage

- requirements, and the overall ability of the proposal to meet the objective of the project
3. Prepare predictive RF coverage maps for a comprehensive system assuming all contributing transmitter sites; maps shall depict all engineering assumptions and include site coordinates, tower heights, Effective Radiated Power (ERP), antenna types, portable radio ERP, receive sensitivity or Bit Error Rate (BER) values and antenna assumptions; system coverage maps shall consist of six (6) maps, as follows:
    - Mobile Talk-In
    - Mobile Talk-Out
    - Portable Talk-In
    - Portable Talk-Out
    - Mobile Round Trip
    - Portable Round Trip
  4. License, organize or otherwise secure necessary VHF and or other frequencies required to operate the system proposed.
  5. Predictive RF coverage maps for a comprehensive system depicting individual site overlap with simulcast group delay spread colorization; system, simulcast delay spread shall consist of one (1) map.
  6. Prepare and provide a detailed project plan; the plan to include a narrative description, responsible parties, project timeframes, completion dates, dependencies, contingency factors, and a project GANTT chart.
  7. General system requirements (e.g. requirements that are applied to the whole system, i.e. TIA P25 Phase 2, Bit Error Rate (BER), and Grade of service)
  8. Specific system requirements (e.g. requirements that are applied to a specific area or sub-system, i.e. channel capacity, coverage Portable Radio Requirements)
  9. Interoperability with radio network in neighboring counties (Ferry, Grant, Douglas and Chelan counties).
  10. Portable radio requirements
  11. Mobile radio requirements
  12. Vehicular repeater requirements
  13. Dispatch console requirements
  14. Microwave backhaul requirements
  15. DC power plant requirements
  16. Installation and testing requirements (Factory, field, and final system acceptance tests, requirements from sub-system and overall system standpoint for both land mobile radio and microwave backhaul systems)
  17. Site environmental and facility monitoring regulatory requirements
  18. Regulatory requirements
  19. Preventive maintenance requirements
  20. User and maintenance training and system documentation requirements
- D. The Consultant shall conduct weekly teleconference meetings with the Chief Deputy of Communications and/or the Project Manager, and other key staff if needed, for approximately one (1) hour per meeting.

- E. The Consultant shall conduct meetings every two weeks in person or video conference with OKANOGAN Dispatch Advisory Board representatives for approximately one (1) business day per meeting to present and discuss Deliverables – Part 2.
- G. The Consultant shall provide OKANOGAN with one (1) original unbound document and five (5) copies of all Deliverable – Part 2 materials. Provide one (1) electronic copy on CD or USB memory stick that can be opened in Adobe PDF format.
- H. OKANOGAN will provide acceptance of Deliverables – Part 2 when the Consultant has delivered the required Work and all required meetings in a satisfactory manner within one hundred twenty (120) days from Deliverable - Part 1 completion, or an otherwise agreeable time period.

### DELIVERABLE – PART 3

- A. The Consultant will assist OKANOGAN with the development of a Request for Proposals to procure the necessary equipment and labor to implement the final project solution. The Contractor will specifically develop and prepare the following sections for the RFP:
  - 1. Vendor qualifications
  - 2. Key staff qualifications
  - 3. The Statement of Work to be performed
  - 4. Detailed tasks
  - 5. Equipment specifications and requirements
  - 6. Manufacturing specifications
  - 7. Design specifications
  - 8. Delivery specifications
  - 9. Installation process and schedule
  - 10. Training

The Consultant will provide the RFP sections both in writing and in an electronic format as specified ahead of time by OKANOGAN. The RFP sections will be created in a way that follows the RFP formatting used by OKANOGAN.
- B. During this phase, the Consultant shall conduct weekly teleconference meetings with the Chief Deputy of Communications, and other key staff if needed, for approximately one (1) hour per meeting.
- C. The Consultant shall meet in person with OKANOGAN Dispatch Advisory Board representatives for one (1) business day to deliver and present final recommendations.
- D. The Consultant shall provide OKANOGAN with one (1) original unbound document and five (5) copies of all Deliverable – Part 3 materials. Provide one (1) electronic copy on CD or USB memory stick that can be opened in Adobe PDF format.
- I. OKANOGAN will provide acceptance of Deliverable – Part 3 when the Consultant has delivered the required RFP section specifications and all required meetings in a



satisfactory manner within one hundred twenty (120) days from Deliverable - Part 2 completion, or an otherwise agreeable time period.

DELIVERABLE – PART 4 (Conditional Services)

- A. Subject to an RFP award of a contract for a radio system solution, the Consultant shall assist OKANOGAN with radio system observation, testing, and analysis including, but not limited to, the following:
  - 1. Factory acceptance testing
  - 2. Installation testing
  - 3. Field system testing
  - 4. Coverage Acceptance Test Plan (CATP); this document shall overview methods and procedures for validating that fielding coverage meets designed coverage criteria; it shall contain minimum required coverage test tiles, required drive test equipment, signal measurement methodology, required Bit Error Rate (BER) for analog and digital modes of operation, maximum BER% for digital operations as well as outlined approaches for subjective and objective signal testing.
- B. For each specific deliverable service, the Consultant shall provide a brief report at the end of each test day identifying if the test was conducted in an appropriate manner, if the system passed the test, and if there were any exceptions found in the testing process.
- C. Within seven (7) days after each specific test, the Consultant shall then deliver a report to OKANOGAN summarizing the test and overall results.
- D. The Consultant shall provide OKANOGAN with one (1) original unbound document and five (5) copies of all Deliverable – Part 4 materials.
- E. OKANOGAN will provide acceptance of Deliverable – Part 4 when the Consultant has delivered the required RFP section specifications and all required reports in a satisfactory manner.

ADDITIONAL OPTIONAL SERVICES

- A. In addition to Deliverables 1, 2, 3 and Deliverable 4 other conditional services, the Consultant agrees to perform additional optional services related to this project and as requested at the sole discretion of OKANOGAN. Optional services may include, but are not limited to, the following or any part thereof:
  - 1. Assist OKANOGAN with providing written response for technical questions from RFP Proposers
  - 2. Assist OKANOGAN with review of RFP Proposals and provide recommendations
  - 3. Assist OKANOGAN with interviews of RFP Respondents
  - 4. Assist OKANOGAN in negotiations with one or more Respondents and in the drafting of contract documents
  - 5. Review system design, testing plans, and other deliverables provided by the Contractor and submit oral and written reports to OKANOGAN assessing the state of

- the design, its compliance or variance with RFP and Contract requirements, and all applicable standards including federal, state, and local, laws, regulations, ordinances, and codes, and specifying needed additions, corrections, or deletions
6. Provide quality assurance and quality control services during the implementation of the final solution
  7. As requested by OKANOGAN, conduct and/or attend meetings, presentations, and briefings with OKANOGAN staff, the OKANOGAN Dispatch Advisory Board, Board of County Commissioners, operational and review committees, vendor representatives, and other public safety stakeholders
- B. Any optional services requested of the Consultant by OKANOGAN shall only be executed by issuance of a written Purchase Order signed by the authorized signature of OKANOGAN. The Purchase Order will describe the work, the schedule of work, maximum number of hours, the applicable hourly rate, and the maximum allowable limit for the cost of the work to be performed. The amount of compensation for each optional service shall be based on the hourly rate and fee schedules established as part of the Consultant’s Proposal.

**3.9 Cost Proposal Structure**

- A. The cost portion of the Proposal shall only include costs for Deliverable Parts 1, 2, and 3 and shall be provided at a set fixed price. The Proposal shall also show a cost break-out of the price for each Deliverable 1, 2, and 3. The cost portion of the Proposal shall be provided in the following format:

<b>Total Cost of Proposal:</b>	\$ _____
Cost Breakdown:	
a. Cost of Deliverable – Part 1	\$ _____
b. Cost of Deliverable – Part 2	\$ _____
c. Cost of Deliverable – Part 3	\$ _____

- B. The fixed price for Deliverables 1, 2, and 3 shall include every charge or cost of any kind related to providing that Deliverable, including but not limited to, project management, administration, supervision, work, labor, services, materials, equipment, supplies, tools, plant and facility costs and fees, travel expenses, duties, licenses, freight, shipping and handling fees, other fees, royalties, assessments, insurance costs, taxes, and other overhead costs.
- C. The cost of Deliverable – Part 4 and Additional Optional Services shall be based on the “Hourly Rate and Fee Schedule” included as part of the Respondent’s Proposal.
- D. In response to this RFP, the Contractor is required to provide a detailed breakdown of the individual team member performing or participating in performance of each

component of the work, and the qualifications of the team members to perform the work.

- E. In response to this RFP, the Respondent will provide an “Hourly Rate and Fee Schedule” for Deliverable – Part 4 and the Additional Optional Services. This Schedule shall show and delineate all applicable fees to this project. The “Hourly Rate and Fee Schedule” shall include, but is not limited to, the following:
  - 1. Applicable rates for primary and secondary services
  - 2. Minimum time increments for billing purposes
  - 3. Description of how travel time and related expenses are billed
  - 4. Description of how telephone calls are billed
  - 5. Address any reimbursable expenses
  - 6. Identify and describe any flat service fees
  - 7. Address future predictability of costs and fees, projected or anticipated cost increases, and the basis for any increases
- F. All hourly rates shall remain firm as specified in the Proposal submitted in response to this RFP and shall remain in effect at least until December 31, 2021. The hourly rates may be adjusted starting effective January 1, 2022 and each January 1 thereafter by a percentage that is the lesser of 1) eighty-percent (80%) of the percentage change in the CPI-U for the twelve (12) month period that ended the previous November and was reported by the U.S. Department of Labor in December, and 2) an amount not to exceed three-percent (3%).
- G. The term “CPI-U” shall mean the Consumer Price Index for all Urban Consumers, for all Items and Not Seasonally Adjusted (U.S. City Average, 1982-84=100) or subsequent revisions of this index.
- H. The Consultant is required to provide OKANOGAN with written notification of any hourly rate or fee changes with a minimum sixty (60) day notice before the change goes into effect.
- I. Washington State sales and use tax when applicable shall be included in the Proposal price.
- J. The proposal price shall include all freight charges, FOB to the designated delivery point, as applicable.
- K. OKANOGAN reserves the right to clarify any discrepancy between a unit price and the extended amount contained in a proposal.

### **3.10 Proposal Effective Date**

The Proposal amount shall remain in effect for a period of one hundred eighty (180) calendar days after the proposal due date, unless otherwise extended by mutual agreement. Proposals that state less than the required effective term may be rejected. If

the RFP process is terminated by OKANOGAN, all proposal effective dates shall be considered null and void.

### 3.11 Additional Information

The following information is included as appendices to assist Proposers in the development of their responses to this RFP:

- Appendix A Coverage Maps for Existing Radio System
- Appendix B Patrol Areas for Simulcast/Multicast Zones
- Appendix C Local Requirements for Mission-Critical Public Safety Voice Communications Systems

Additional information of the radio system such as specific details about existing radio sites and backhaul systems shall be provided to the awarded Consultant to aid in the development of the Deliverables noted herein.

### 3.12 Work Schedule

OKANOGAN is seeking that radio engineering and consulting services begin on or before March 1, 2021. However, OKANOGAN acknowledges that other variables may play a factor in determining a start date and will negotiate an alternative start date as long as the date is appropriate to the timeline of the project and it is mutually-agreed upon.

The target schedule of events related to this RFP are as follows (For the purpose of this Section, the number of days shall be counted as calendar days):

<u>Event</u>	<u>Date</u>
a. Consultant Work Begins	March 1, 2021 (Estimated)
b. Deliverable 1 Due from Consultant	Within 120 Days after Execution of Contract
c. Deliverable 2 Due from Consultant	Within 120 Days after Deliverable 1 Completion
d. Deliverable 3 Due from Consultant	Within 120 Days after Deliverable 2 Completion
e. Deliverable 4	To Be Determined

### 3.13 Technical System Specifications and Requirements

The Consultants proposed work and/or proposed solution must meet the following requirements:

- OKANOGAN’s radio system currently operates on a 1-Channel, 15-Site analog system using Tait, Motorola or Daniels repeaters and Kenwood or Motorola base stations. Two (2) sites have a second channel using Motorola or Kenwood devices. The proposed solution will maintain all existing functions and features with this system.
- New or additional radio sites will require that all radios operating on one (1) or more channel(s) to be upgraded to a P25 standard.

- Microwave links are provided by Washington State Department of Transportation (WSDOT) currently via T1 circuits with Ethernet by VPN authorized. Microwave link upgrades or installs need to inherently pass DS1 and Ethernet traffic.

### **3.14 Functionality**

The final system will meet or exceed current functionality, capabilities, and stability, will support interoperability requirements, and will provide future upgradability to keep the system operating in an efficient, interoperable, reliable, and effective manner for the next 15 to 20 years.

### **3.15 Future Planning and Expansion**

The upgraded system and portions of the system will be able to perform in P25 mode with the capability to double the number of radio sites.

### **3.16 Delivery of Goods and Services**

- A. Delivery of goods and services shall be made during OKANOGAN's regular business hours, and/or within mutually-agreed upon time frames. OKANOGAN reserves the right to refuse receipt of shipment(s) when delivered outside of regular business hours or a mutually-agreed upon time frame. In all cases, and as applicable, the Consultant shall verify OKANOGAN's specific working hours and so instruct freight carriers, shipping companies, and courier services to deliver accordingly. The acceptance by OKANOGAN of late performance with or without objection or reservation by OKANOGAN shall not waive the right to claim damage for such breach, nor preclude OKANOGAN from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Consultant.
- B. OKANOGAN does not accept COD shipments and shall refuse delivery of goods and services shipped in such a manner.

### **3.17 Contractor Qualifications**

In responding to this RFP, Respondents shall provide detailed information on how they meet the following minimum qualifications:

- A. The principle Consultant shall have a minimum of ten (10) years of experience working with VHF multi-site land mobile radio communications systems, including P25 systems, of comparable size and complexity to our existing system and proposed system.
- B. The Consultant shall demonstrate that individual staff members assigned to this project have the experience in writing technical and functional specifications for land mobile radio and microwave backhaul systems of similar size and complexity.
- C. The Consultant shall demonstrate that individual staff members assigned to this project have participated in factory and field tests for land mobile radio systems and microwave backhaul systems.

- D. The Consultant shall not have any affiliations with a specific vendor and shall demonstrate that its recommendations are objective and vendor-neutral. The Consultant shall fully disclose if it is engaged in or associated with the business of selling, servicing, or renting radio communications equipment. Proposers shall clearly certify the independence of the individual, company, or firm as part of the Proposal response.

### **3.18 Response Items for Respondents**

In responding to this RFP, the Respondent shall provide accurate, concise, and detailed answers to the following items with their submitted Proposal. All responses shall be provided in writing.

#### **A. Organizational Information**

1. Provide the official name of the business organization under which the Proposal is being submitted.
2. Provide the name, title, company name, physical address, mailing address, and telephone number of the individual submitting the Proposal pursuant to this RFP.
3. Provide a list of the names, titles, telephone numbers, and email addresses of persons authorized to conduct negotiations with OKANOGAN.
4. Provide the name, address, and telephone number of the legal entity with which the Contract is to be written.
5. Provide the name, address, and telephone number for each principle officer (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and any other executive officers)
6. Provide a description of the business organization (i.e. sole proprietorship, partnership, joint venture, corporation, Limited Liability Corporation, etc.); if an organization is a fully- or partially-owned subsidiary of another company, identify the parent company and provide same information.
7. Provide the number of years the business organization has operated under the present name.
8. Provide the number of years the business organization has operated under the current management.
9. Identify any legal proceedings within the past three (3) years in which the organization or the individual submitting the Proposal has been judged liable for any type of malpractice.

#### **B. Professional Experience**

1. Describe the individual's and/or firm's expertise and experience with public safety land mobile radio systems and any proposed subcontractors, including P25 Phase 1 and Phase 2 systems comparable in size and complexity to OKANOGAN's existing system and proposed system.
2. Provide a detailed description about how the Statement of Work outlined in this RFP will be approached and completed. The plan should include the total number and

duration of any meetings and any specific information that OKANOGAN would be expected to provide.

3. Provide a minimum of two (2) samples of technical and functional requirements that the Respondent's proposed team lead developed within the past three (3) years for a previous customer that demonstrates expertise with P25 public safety land mobile radio systems of a similar size and complexity.

#### C. Project Management Statement

The Project Management Statement shall, at a minimum, include the following items:

1. Provide the name of the person assigned as lead consultant and describe the services and functions that the assigned lead consultant will perform directly.
2. Provide the name and title of each person who will be assigned to do work for OKANOGAN as part of this project.
3. Provide a detailed resume for the lead consultant and for each person who will be assigned to do work for OKANOGAN; each resume should include qualifications and experience related to the scope of work related to this RFP.
4. Describe any services, if any, that the Consultant will sub-contract out; identify all sub-contractors the respondent anticipates using in connection with this project.
5. Identify and describe the primary business location where work will be conducted. Provide normal work days and hours of availability, if applicable, provide business hours.
6. Describe work schedule, times of availability, and overall responsiveness.
7. Identify and address any known or potential areas that may present a conflict of interest.

#### D. Professional References

In responding to this RFP, Proposals shall include a complete list of public safety land mobile radio projects that consultant has worked on within the last five (5) years. Highlight projects of comparable size, scope, and complexity. Provide the following information for each project:

1. Owner
2. Location
3. Project Manager
  - a. Project Manager name, phone number, and email address
4. General project description which shall include, but not be limited to the following:
  - a. Consultant's role
  - b. Amount paid to your firm and any other consultants
  - c. Radio system vendor that was selected
  - d. System cost

#### E. Financial Information

In responding to this RFP, Proposals shall provide a financial statement which describes and includes the following information:

1. Provide business license numbers and state of issuance
2. Identify whether the business organization is now, or has been involved in any bankruptcy or reorganization proceedings in the past ten (10) years; explain the circumstances and current situation.

## **SECTION 4.0 – RFP RESPONSE INSTRUCTIONS AND REQUIREMENTS**

### **4.1 General Introduction**

This section contains the specific instructions for responding to this RFP and the requirements of the Respondents materials. Respondents are advised to carefully read this section in the preparation and submittal of a Proposal.

### **4.2 Qualifications Statement Content**

OKANOGAN is seeking Proposals that convey accurate and complete information with an emphasis placed on content and clarity to ensure that it has received all pertinent information for its decision-making process. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

All responses to this RFP shall be prepared with full consideration of the RFP requirements and any addenda issued prior to the proposal submission date. All responses to this RFP must be prepared in full and be complete at the time of submission. Respondents may also submit supplemental information not required in this RFP that it feels may be useful in evaluating qualifications, as long as the supplemental information is provided with the Proposal at the time it is submitted.

Responses that fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, inaccurate, or contain errors may be rejected.

### **4.3 Proposal Response Format**

1. Proposals must be provided in a word-processed document, or typed or written in ink on 8 ½" X 11" white paper. Other formats may be acceptable if appropriate to the project or the information being presented. Erasures, interlineations, or other modifications on any document included as part of the Proposal shall be initialed in ink by the person authorized to sign the Proposal. Modifications shall not be allowed after Proposals have been opened, except as otherwise provided under applicable law.
2. All text shall be written in English in a font size not smaller than Times New Roman or Calibri, size 12, or equivalent.
3. Proposals must include one (1) original document, ten (10) complete copies of the Proposal, and one (1) electronic copy on CD or USB memory stick that can be opened in Adobe PDF format. The original Proposal document must not be bound.



4. Proposals documents and materials must be neatly organized. The original and the copies of the Proposal must be organized and provided in the same order and manner.
5. Proposals must be enclosed in a sealed envelope or package clearly marked in bold lettering on the outside lower left-hand corner of the package with the Proposers name and address and the RFP name: RFP - RADIO ENGINEERING AND CONSULTING SERVICES.

#### **4.4 RFP Response Content Requirements**

A Proposal shall contain the following items and shall be organized in the following sequence:

1. Cover Letter that established interest in providing radio engineering and consulting services for OKANOGAN and the scope of work outlined in the RFP; the Cover Letter must be signed by the individual authorized to commit services.
2. Executive Summary
3. Summary of Qualifications
4. Response to Qualification Requirements (Refer to RFP Section 3.17)
5. Response to the following items (Refer to RFP Section 3.18, Parts A-E):
  - A. Organizational Information
  - B. Professional Experience
  - C. Project Management Statement
  - D. Professional References
  - E. Financial Information
6. Price Proposal Sheet
7. Hourly Rate and Fee Schedule
8. Signed Copy of RFP Document
9. Vendor Information Form
10. IRS Form W-9: Request for Taxpayer Identification Number and Certification
11. Additional Attachments

#### **4.5 RFP Submittal**

Proposals must be physically received by OKANOGAN no later than the date and time listed on the RFP Schedule. Proposals must be mailed or hand-delivered directly to the administrative office of the Okanogan County Sheriff's Office. A Respondent wishing to hand-deliver a Proposal must make arrangements with OKANOGAN in advance. Hand-delivered Proposals must be delivered and accepted by OKANOGAN's Administrative personnel during the Okanogan County Sheriff's Office regular business hours. Any Proposal received after the due date and time will be disqualified without further consideration.

Hand Delivery: Okanogan County Sheriff's Office  
123 N 5<sup>th</sup> Ave, Room 200 Okanogan, WA 98840

Mail Delivery: Okanogan County Sheriff's Office

**LATE RESPONSES WILL NOT BE ACCEPTED. A POSTMARK DATE WILL NOT CONSTITUTE TIMELY DELIVERY. RESPONSES RECEIVED AFTER THE SCHEDULED DUE DATE AND TIME FOR THE RECEIPT OF PROPOSALS WILL NOT BE CONSIDERED. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING THE TIMELY RECEIPT OF THEIR PROPOSALS.**

## **SECTION 5.0 – CONTRACT TERMS AND CONDITIONS**

The successful Respondent receiving the award for this RFP shall enter into a Contract between Okanogan County, herein referred to as “CUSTOMER”, and the successful Respondent, herein referred to as the “CONTRACTOR”, which shall contain the following terms among others:

The CONTRACTOR shall provide the CUSTOMER with the goods and services described within the RFP and the Statement of Work, herein referred to collectively as the “Work”. By submitting a Proposal in response to this RFP, the CONTRACTOR also acknowledges and agrees to all Contract terms, conditions, and requirements set forth in Section 5.0 of this RFP document.

### **5.1 Contract Entirety**

This Contract and the RFP, which is incorporated herein by reference, constitutes an agreement between CUSTOMER and the CONTRACTOR regardless of additional or inconsistent terms and conditions in CUSTOMER’s purchase order or other documents submitted to the CONTRACTOR. This contract may be amended only by written instrument executed and signed by both parties. The parties have not made or relied upon any representations, understanding, or other agreements not specifically set forth in the Contract. All terms of this Contract are agreed to be material.

### **5.2 Document Headings**

Titles and headings used within the entirety of this RFP document are inserted only for convenience and shall not in any way be used to construe the terms of the RFP or the Contract.

### **5.3 Waiver of Terms**

A waiver by the CUSTOMER of any term under this Contract shall not be a waiver of any other term, or the waiver of the same term at any other time.

### **5.4 Signature Authorization**

- A. The CUSTOMER warrants that the person signing the Contract represents Okanogan County in an official capacity and is duly authorized to enter into this Contract on behalf of OKANOGAN.
- B. The CONTRACTOR warrants that the person signing this Contract is an Officer or duly authorized representative of the Company, and is empowered to act on behalf of the

company in all matters of representation with regard to contractual commitments on behalf of the company, and therefore, is duly authorized to enter into this Contract on behalf of the Company.

### **5.5 Full Force and Effect**

This Contract will be in full force and effect when the signatures of the CUSTOMER and the CONTRACTOR have been secured. Any commencement of performance prior to Contract execution shall be done at the CONTRACTOR'S own risk. In no case shall the CONTRACTOR initiate performance of work prior to receiving written or verbal authorization from the CUSTOMER explicitly authorizing the CONTRACTOR to proceed with Work. Any expense incurred as a result of unauthorized work performed by the CONTRACTOR shall be borne solely by the CONTRACTOR.

### **5.6 Notices**

Any notices permitted or required to be provided under any provision of this Contract or other governing law shall be given in writing and either hand-delivered or sent by certified first class mail, postage prepaid, to the CUSTOMER'S following address:

Hand Delivery:

Okanogan County Sheriff's Office  
123 N 5<sup>th</sup> Ave, Room 200 Okanogan, WA 98840

Mail Delivery:

Okanogan County Sheriff's Office  
123 N 5<sup>th</sup> Ave, Room 200 Okanogan, WA 98840

The CONTRACTOR shall provide the CUSTOMER with same information for the same purpose.

### **5.7 Compliance with Laws and Regulations**

The CONTRACTOR shall comply with all Federal, State, and local laws, rules, ordinances, and regulations at all times and in the performance of the work under this Contract.

### **5.8 Controlling Law**

The CUSTOMER and the CONTRACTOR agree that the terms of this Contract shall be interpreted and enforced in accordance with the laws of the State of Washington. The CUSTOMER and the CONTRACTOR agree and that the venue of any action to enforce or uphold this Contract shall be located in Okanogan County, Washington.

### **5.9 RFP and Contract Severability**

If any portion of the RFP or the Contract is declared legally invalid, the remainder of the RFP and the Contract shall continue to be binding upon both parties.

## **5.10 Changes to Contract**

Without invalidating the Contract, OKANOGAN may make changes to the Contract by altering, adding to or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under this Contract; provided such additions, deductions or changes are documented by written Change Order signed by Contractor and OKANOGAN and are within the general scope of the Contract. It shall be the responsibility of the Contractor before proceeding with any change to satisfy itself that a written Change Order has been properly authorized on behalf of OKANOGAN. OKANOGAN's authorized representative for purposes of approving Change Orders is the Okanogan County Sheriff's Office Chief Deputy of Communications. No official, employee, agent or representative of OKANOGAN other than the Chief Deputy of Communications is authorized to approve any change in this Contract. No waiver or modification of this provision shall be valid unless in writing and likewise signed by an authorized representative of OKANOGAN.

When a Change Order is executed as provided above it shall include any additional charges or credits that will result from the change and it shall specify any change in time required for completion of the Contract work. OKANOGAN shall not be liable for any additional payment to Contractor, or claims for additional compensation, for Change Order work that is not authorized in advance and in writing and that contains the additional charges or credits resulting from the Change Order work. All terms and conditions contained in the Contract shall be applicable to any Change Order work.

OKANOGAN may request changes to the Contract work where such changes are not inconsistent with the purposes of the Contract and do not involve additional cost or delay in completion of the Contract. No written Change Order will be required for such work. The Contractor's performance of any such changes requested without a written Change Order shall constitute Contractor's acknowledgment that such changes will not result in a claim for additional payment or extension of time for Contract completion.

In the event of a disagreement between OKANOAN and Contractor over whether a requested change will result in an increase or decrease in costs or a delay, OKANOGAN and Contractor shall execute a written Change Order indicating the matter upon which they cannot agree. Contractor shall complete the work as instructed and the parties shall submit any claim for additional cost or credits or for additional time for completion of the Contract to binding arbitration pursuant to Section 5.24 of this RFP.

## **5.11 Independent Contractor Status**

A. In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by the Contract. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

- B. The CONTRACTOR shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the CONTRACTOR and its employees. The CONTRACTOR shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Title 51 RCW.
- C. The CONTRACTOR shall be responsible for performing all Work pursuant to this RFP. The CUSTOMER is not a party to defining the division of Work between the CONTRACTOR and its sub-contractors, if any.
- D. The CONTRACTOR represents that it has or shall obtain all personnel, equipment, and materials required to perform the Work under this Contract.

### **5.12 Qualified Personnel**

Each party shall provide sufficient, qualified, knowledgeable personnel capable of the following:

- a. Performing the obligations and requirements set forth in this RFP and Contract
- b. The ability and authority to make timely decisions necessary to move the prescribed Work forward
- c. The ability to participate in the project and assist the CUSTOMER in rendering the final product
- d. The ability to facilitate development, test and implement software, if applicable. The CONTRACTOR warrants that qualified personnel will perform the services in a professional manner. For the purpose of this section, “professional manner” means that the personnel performing the services will be of a skill and competence consistent with prevailing norms of services in the CONTRACTOR’s industry.

### **5.13 Performance of Work**

The CONTRACTOR warrants that any and all work performed as part of the RFP and pursuant to this Contract will be wholly performed and completed in a good and “workmanlike manner” and will conform to all applicable laws and regulations and all applicable professional and/or industry standards. Where applicable, work shall be installed to meet current International Building Codes, including the Electrical Code as amended by the State of Washington. The CONTRACTOR warrants that all shipping and packaging supplied by the CONTRACTOR will be in accordance with good commercial practices.

### **5.14 Purchase Orders**

Any Purchase Orders issued by the CUSTOMER shall be deemed to have been issued only for its own purchasing, accounting, and other record keeping purposes and shall not be deemed a Change Order or as part of this Contract.

### **5.15 Identification**

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified

by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

**5.16 Project Financing**

The CUSTOMER certifies that sufficient funds are authorized and available for expenditure to finance the cost of this Contract.

**5.17 Liens, Claims, and Encumbrances**

The CONTRACTOR warrants that all goods and services shall be free of all liens, claims, or encumbrances of any kind and, if the CUSTOMER requests, a formal release of same shall be delivered to CUSTOMER. At the CUSTOMER’S request, the CONTRACTOR shall provide partial lien releases for any sub-contractor or material suppliers.

**5.18 Warranty of Work**

CONTRACTOR represents and warrants that all work provided under this Contract shall meet or exceed the standard established in the relevant industry for similar type of work.

**5.19 Payment Terms**

A. The CONTRACTOR will promptly submit detailed invoices to the CUSTOMER for work that has been completed and according to any payment schedules agreed upon by both parties. Each invoice shall reference the Purchase Order issued by the CUSTOMER. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the CONTRACTOR has been attained. Original invoices shall be billed to “Okanogan County Communications” and shall be mailed to the following address:

Okanogan County Sheriff’s Office  
Attn: Accounts Payable  
123 N 5<sup>th</sup> Ave, Room 200  
Okanogan, WA 98840

B. The CUSTOMER agrees to pay the CONTRACTOR the amount of the RFP bid award for completion of work outlined in this RFP plus any additional work outlined or included in the CONTRACTOR’s original Proposal. The CUSTOMER further agrees to pay the CONTRACTOR for any additional amounts pursuant to any Change Orders as referenced above.

C. The CUSTOMER agrees to make payment to the CONTRACTOR on invoiced amounts based on the following schedule:

- |                                       |                              |
|---------------------------------------|------------------------------|
| a. Completion of Deliverable – Part 1 | 20% of Total Contract Amount |
| b. Completion of Deliverable – Part 2 | 50% of Total Contract Amount |
| c. Completion of Deliverable – Part 3 | 30% of Total Contract Amount |

- D. The CUSTOMER agrees to make payments to the CONTRACTOR on invoiced amounts within forty-five (45) days of receipt of an invoice(s) issued by the CONTRACTOR, according to the percentage payment schedule listed above in this Section.
- E. Any other payment schedules or payment terms shall be mutually agreed upon and shall be documented and signed by both parties per an addendum to the Contract.
- F. If applicable, any support service or maintenance fees for subsequent contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year.
- G. The CUSTOMER shall have the right to withhold and/or retain payment(s), a portion of a payment(s), or delay payment(s) to the CONTRACTOR, in whole or in part, if the CONTRACTOR fails to perform its obligations set forth in this Contract, or as stipulated in a mutually-agreed upon payment schedule.

## **5.20 Scheduling Delays**

- A. The Customer and the CONTRACTOR recognize that the schedule may be affected by certain situations and events that are not in control of the CONTRACTOR. The CONTRACTOR will not be held responsible or liable for any delay or failure to perform due to any cause beyond the CONTRACTOR's control including, but not limited to, situations such as natural disasters or other Force Majeure, inclement weather, inability to access the site, strikes, the inability to obtain necessary labor, materials or facilities, interruptions in commercial transportation, the default of any supplier, or delays in permitting, licensing, FCC frequency authorization and license grant.
- B. If either party is legitimately delayed by a cause "beyond its control", said party shall provide written notification to the other party within five (5) calendar days of their knowledge of the situation. The notification shall provide evidence of the delay to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.
- C. In the event the CONTRACTOR is unable to wholly or partially perform because of any allowable cause "beyond its control", the CUSTOMER may 1) temporarily suspend or cancel the Contract and purchase the necessary equipment, materials, and labor needed to perform the necessary prescribed work and 2) the CONTRACTOR shall have no recourse against the CUSTOMER.

## **5.21 Waiver of Personal Liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the CUSTOMER be in any way personally liable or responsible for any

covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

## **5.22 Indemnification Clause**

The CONTRACTOR shall protect, indemnify, and save the CUSTOMER harmless, at CUSTOMERS' option, from and against any damage, cost or liability including reasonable attorney fees, for claims arising from injuries to persons or property and resulting from acts or omissions of the CONTRACTOR, its employees, agents or sub-contractors, howsoever caused. The CONTRACTOR will be responsible for any damages caused by its employees to the CUSTOMER'S property, equipment, and/or fixtures, whether owned, leased, rented, or borrowed, and shall provide for all repairs and replacements, as appropriate, at no cost to the CUSTOMER. CONTRACTOR waives its immunity under the industrial insurance act, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement.

## **5.23 Assignment**

The CONTRACTOR shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without CUSTOMER'S prior written approval. If the CONTRACTOR is a corporation or partnership, a change in ownership of CONTRACTOR resulting from voluntary of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute as assignment unless the transfer is one of the key personnel specified in this RFP and/or Contract.

## **5.24 Legal Fees – Change Order Dispute Resolution**

The CONTRACTOR agrees that in the event CUSTOMER must engage legal counsel to enforce any terms of this Contract, the CONTRACTOR shall be responsible for all costs and attorney's fees incurred by CUSTOMER in enforcing its rights under this Contract.

In the event of a disagreement over a Change Order, the parties agree to resolve that dispute by binding arbitration. Any such dispute shall be referred for binding arbitration in accordance with the Washington Uniform Arbitration Act (RCW 7.04A et seq.). There shall be one arbitrator, whose decision shall be final, and binding, and judgment may be entered thereon. If the parties cannot agree on the arbitrator, the arbitrator shall be appointed by the presiding judge of the Okanogan County Superior Court. The arbitrator is authorized to restrict and/or limit discovery in the arbitrator's discretion, to that discovery reasonable under the circumstances considering the complexity of the matter and the amount in controversy. The substantially prevailing party, in any arbitration or other action, shall be entitled to collect all fees and costs incurred in connection with such action, including attorneys' fees, which amount shall be included in any award given.

## **5.25 Advertising and Public Relations**

At all times, the CUSTOMER shall retain the sole and complete authority to advertise, provide press releases, and contact the media with regard to the work under this Contract and any subsequent work related to this RFP. The CONTRACTOR shall not in any way



advertise or contact the media without the prior and explicit written approval from the CUSTOMER.

#### **5.26 Established Business**

The CONTRACTOR must be an established business with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the RFP.

#### **5.27 Licensing, Certificates, Endorsements**

- A. The CONTRACTOR must be properly licensed to conduct business in the State of Washington prior to commencing performance of work, or prior to that time if required by law. The CONTRACTOR must possess a Federal Tax Identifier Number as required by the Internal Revenue Service and a Uniform Business Identifier Number as required by the Washington State Department of Revenue. Furthermore, the CONTRACTOR is required to possess and maintain any other licenses, certifications, endorsements required to perform the necessary work under this Contract.
- B. The CUSTOMER reserves the right to require proof of said requirements within ten (10) calendar days from the date of request.
- C. If, for any reason, the CONTRACTOR's required licenses, certificates, or endorsements are terminated, suspended, revoked, or in any manner modified from their status at the time this Contract becomes effective, the CONTRACTOR shall immediately notify the CUSTOMER of such condition in writing. In the event that occurs, OKANOGAN shall have the right to terminate the Contract.

#### **5.28 Responsibility of Contractor's Taxes, Licensing Fees, Etc.**

The CONTRACTOR, and sub-contractors, shall maintain and be solely liable for payment of all applicable taxes (except sales and use taxes), fees, license permits, and costs as may be required by applicable federal, state, or local laws and regulations and as may be required to provide the work under this Contract.

#### **5.29 Sub-Contracting – Conditions and Allowances**

The CONTRACTOR may enter into subcontract(s) under this Contract but only if the subcontractor agrees to be bound to the same terms, conditions, and requirements of this Contract. In the event that the CONTRACTOR intends to enter into a sub-contractor agreement for the purpose of executing the Scope of Work under this Contract, the CONTRACTOR shall notify the CUSTOMER of its intent to enter into each sub-contract at least thirty (30) days prior to its final execution, the work to be sub-contracted, and of the termination of each sub-contract. The CUSTOMER reserves the right to approve or disapprove a sub-contractor at any time. Nothing contained in this Contract shall create any contractual relationship, whether third-party beneficiary or otherwise, between the CUSTOMER and any sub-contractors. The CONTRACTOR agrees to be as fully responsible to the CUSTOMER for the acts and omissions of its sub-contractors and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its sub-contractors is an independent obligation from the CUSTOMER'S obligation to make payment to the CONTRACTOR. As a result, the CUSTOMER shall have no obligation to pay or to secure the payment of any moneys to any sub-contractors.

### **5.30 Security Checks**

The CONTRACTOR agrees that each of its employees and its sub-contractor's employees involved in the Work may, at the option of the CUSTOMER and in compliance with the CONTRACTOR's policy, be subject to, but not limited to, the following checks:

- Criminal History Check
- Fingerprinting Check
- Local Background Check
- Substance Abuse Testing (in compliance with the CONTRACTOR's policy)

### **5.31 Intellectual Property**

- A. The CONTRACTOR agrees that the ownership of any plans, drawings, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes, and other work submitted and/or specified to be delivered under this contract, whether or not complete, shall be vested with the CUSTOMER.
- B. All such data furnished by the CONTRACTOR pursuant to this Contract, other than documents exclusively for internal use by the CUSTOMER, shall carry such notations on the front cover or a title page, or name block, as may be requested by the CUSTOMER. The CONTRACTOR shall also place its endorsement on all CONTRACTOR-furnished data. All such identifiable details shall be subject to approval by the CUSTOMER prior to printing.
- C. Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the CUSTOMER. The CUSTOMER, in its sole discretion, shall determine whether it is in the public's interest to release or make available any patent or copyright.
- D. The CONTRACTOR shall ensure that the substance of foregoing subsections is included in each subcontract for the work performed under this Contract.

### **5.32 Insurance Requirements**

All insurance that the CONTRACTOR is required to provide shall meet the following requirements and provisions:

- A. The insurance shall be issued by an insurance company(s) authorized to do business in the State of Washington, and shall name Okanogan County, its agents and employees, as additional insured's by endorsement under the insurance policy(s).

- B. At a minimum, the Insurance shall meet the amounts required by law in Washington State.
- C. Insurance carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
- D. All insurance policies shall be primary to any other valid and collectable insurance.
- E. All required and necessary insurance shall be obtained at the CONTRACTOR's cost and shall be maintained in full force and effect throughout the term of this Contract.
- F. The CONTRACTOR shall submit to a Certificate of Insurance which outlines the coverage and limits defined in the section of this Contract titled Minimum Scope of Insurance to the Customer within five (5) business days of the Contract effective date. Failure to submit a Certificate of Insurance may void the previously agreed upon Contract. The CONTRACTOR shall submit renewal certificates to the CUSTOMER as appropriate during the term of the Contract.
- G. All sub-contractors used by the CONTRACTOR for the execution of this Contract shall be subject to the same insurance requirements as the CONTRACTOR. Any and all sub-contractors used by the CONTRACTOR shall be subject to and shall meet at least the same insurance requirements as the CONTRACTOR. The CONTRACTOR shall be solely responsible to ensure that the sub-contractors meet any and all insurance specifications.
- H. Insurance policies shall contain, or be endorsed to contain, the following:
  - 1. The Customer does not waive its right to subrogation against the CONTRACTOR, and the policy shall be so endorsed.
  - 2. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after a thirty (30) day prior written notice sent by certified mail, return receipt requested, has been given to the Customer.
  - 3. CONTRACTOR shall include all sub-contractors as insured's under its policies or shall furnish separate certificates and endorsements for each sub-contractor.
- I. Other provisions:
  - 1. CONTRACTOR's insurance shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity.
  - 2. CONTRACTOR's insurance coverage shall be the primary insurance for the scope of this Contract with respect to the Customer. Any insurance, self-insurance, or insurance pool coverage maintained by the Customer shall be considered "secondary" insurance and in excess of the CONTRACTOR's insurance and shall not contribute with it or be considered part of it.

### 5.33 Insurance Requirements of Contractor - Minimum Scope of Insurance

- A. In all cases, the CONTRACTOR is solely responsible for procuring and purchasing any and all required insurance policies including any and all premiums and deductibles. The CUSTOMER shall not be held liable or responsible for any claim, payment, or benefit made to the CONTRACTOR, an employee(s) of the CONTRACTOR, a sub-contractor, or an employee of a sub-contractor.
- B. Where required in this Contract, the CONTRACTOR will specifically name "OKANOGAN 911" as an additional insured on the CONTRACTOR's insurance policies.
- C. At a minimum, the CONTRACTOR shall obtain and maintain insurance of the types described below with at least the minimum amounts listed.

#### 1. Professional Liability Insurance

The CONTRACTOR shall provide and maintain Professional Liability Insurance to protect the CONTRACTOR from claims for professional acts, errors, or omissions which may arise as a result of the CONTRACTOR's work. The CONTRACTOR's Professional Liability Insurance policy shall be in effect from the date of contract execution and shall remain in effect for at least one (1) year after the completion of Work or the expiration of the Contract, whichever is later.

MINIMUM AMOUNT: The insurance policy coverage limits of not less than \$1,000,000 per incident.

#### 2. Commercial General Liability Insurance

The CONTRACTOR shall provide and maintain Commercial General Liability Insurance to protect OKANOGAN against liability claims for bodily injury and property damage arising out of premises, operations, products, completed operations as well as protection against personal injury and advertising injury. The insurance shall also cover stop-gap liability, independent contractors, and liability assumed under an insured contract.

Other Requirements:

- a. The Commercial General Liability insurance shall be written on an Insurance Service Office (ISO) occurrence form CG 00 01.
- b. Okanogan County shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for OKANOGAN using an ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01, or substitute endorsements providing equivalent coverage.

MINIMUM AMOUNT: The Commercial General Liability insurance policy shall be written with limits of no less than \$1,000,000 for each occurrence, \$2,000,000

per project aggregate, and a \$2,000,000 products-completed operations aggregate limit.

3. Automobile Liability Insurance

Automobile Liability Insurance is REQUIRED if the CONTRACTOR will use a vehicle to provide service under the Work to be performed.

If required, the CONTRACTOR shall provide and maintain Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles.

Other Requirements:

- a. Coverage shall be written on Insurance Services Office (ISO) Form CA 00 01, or a substitute form providing equivalent liability coverage.

MINIMUM AMOUNT: Automobile Liability Insurance shall be written with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.

4. Industrial or Occupational Insurance

The CONTRACTOR shall provide and maintain Industrial or Occupational Insurance for its employees and other eligible workers as may be required by the State of Washington. If applicable, proof of Industrial or Occupational insurance shall be provided to the CUSTOMER prior to performing any work under this Contract.

MINIMUM AMOUNT: Industrial or Occupational insurance shall be written with at least the minimum provisions prescribed by Washington State law.

  X   If the total Contract amount is over \$50,000, then the CONTRACTOR shall also maintain "Stop-Gap"/Employer's Liability Coverage for its employees and other eligible workers with the following levels:

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

The CUSTOMER shall not be held liable or responsible for any industrial or occupational claim, payment, or benefit made to the CONTRACTOR, an employee(s) of the CONTRACTOR, a sub-contractor, or employee of a sub-contractor resulting from or during the performance of duties and services under this Contract. The CONTRACTOR shall completely indemnify OKANOGAN and guarantee full payment of any such amounts.

If the Department of Labor and Industries determines that industrial or occupational insurance payments are due and owing as a result of work performed under this contract, those payments shall be made directly by the CONTRACTOR; the CONTRACTOR shall indemnify the CUSTOMER and guarantee full payment of any such amounts.

#### **5.34 Contractors Responsibility for Other Losses**

The CONTRACTOR shall assume full responsibility for any and all loss or damage from any cause whatsoever, including but not limited to, tools, machinery, equipment, temporary structures, scaffolding, protective fences, motor vehicles, parts, materials, or supplies owned, leased, rented, or borrowed by the CONTRACTOR, the CONTRACTORS employees, the CONTRACTOR's agents and suppliers, or the same of the CONTRACTORS sub-contractors.

#### **5.35 OKANOGAN Administrative Policy and Procedure**

Proposers, Consultants, and Contractors may be required to follow certain OKANOGAN Administrative Policies when conducting business on OKANOGAN property or when conducting work for OKANOGAN. The following policies include, but are not limited to, the following:

- Weapons of any kind are strictly prohibited on any OKANOGAN property or remote sites.
- Smoking and/or the use of any tobacco product are strictly prohibited at any OKANOGAN facility or remote sites.
- Video and photos are permitted with prior permission of OKANOGAN.

#### **5.36 Non-Discrimination Practices**

##### **A. Non-Discrimination Employment Practices**

During the performance of this Contract, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, or expression of age except by minimum age and retirement provisions, unless based on bona fide occupational qualification.

##### **B. Non-Discrimination Sub-Contracting Practices**

During the term of this contract, the CONTRACTOR shall not create barriers to open and fair opportunities to participate in OKANOGAN contracts or to obtain or compete for contracts and sub-contracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with sub-contractors and suppliers, the CONTRACTOR shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, or expression of age except by minimum age and retirement provisions, unless based on bona fide occupational qualification.

### **5.37 Equal Employment Opportunity Efforts**

The CONTRACTOR will undertake, and will require all sub-contractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, or expression of age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeships. The CONTRACTOR agrees to post, and require sub-contractors to post employment notices setting forth this non-discrimination clause in conspicuous places available to applicants and employees. Equal opportunity efforts shall mean the active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

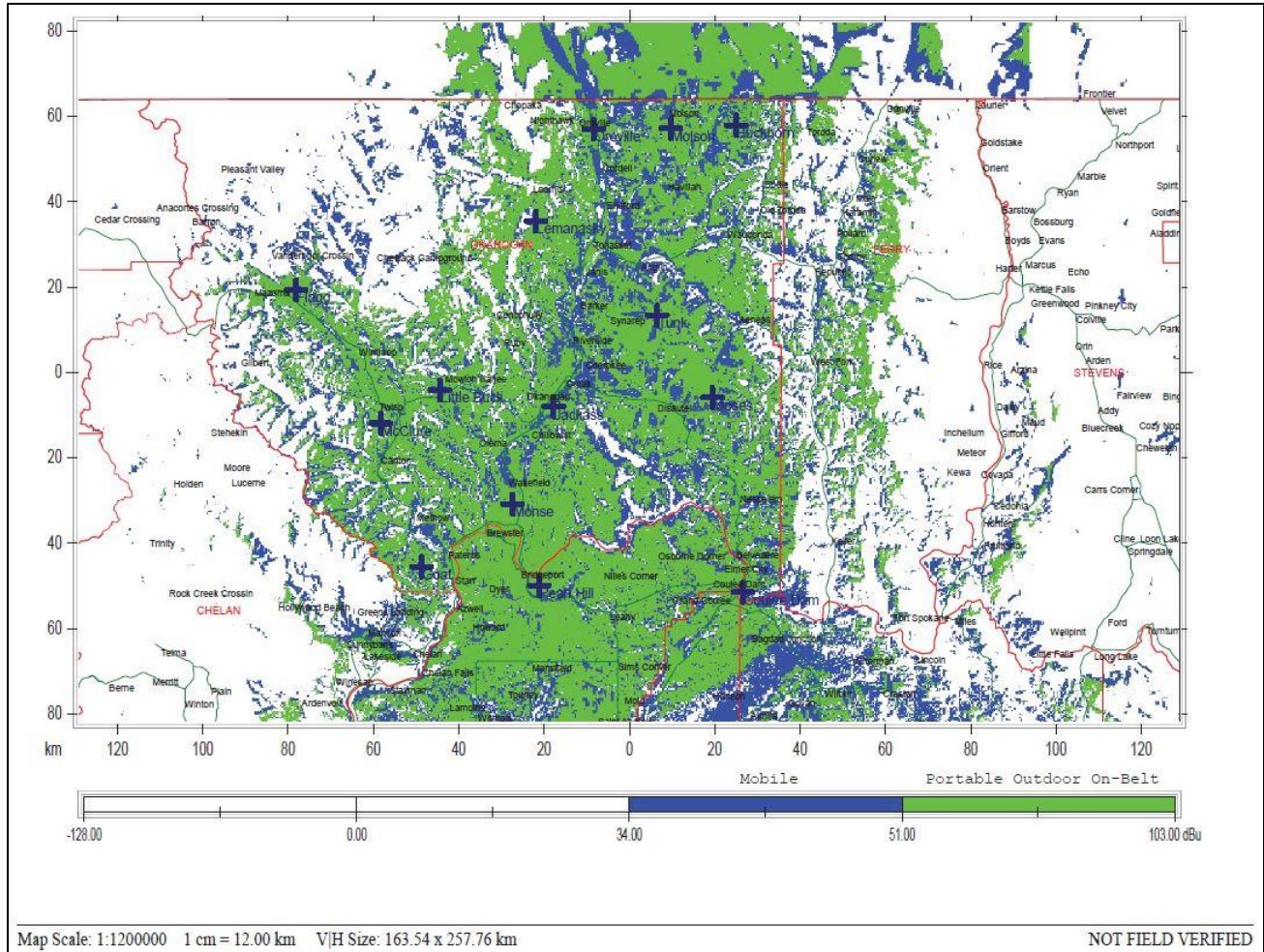
### **5.38 Worker Right to Know**

The Washington State Department of Labor & Industries requires the CONTRACTOR follow “Worker Right to Know” regulations. Under the “Worker Right to Know” program, all manufacturers and distributors of hazardous substances, including any of the items listed in this RFP or CONTRACTOR’s Proposal, and subsequent award, must include a completed Material Safety Data Sheet (MSDS) for each hazardous material with each delivery. Additionally, each container of hazardous materials must be appropriately labeled with 1) the identity of the hazardous materials, 2) the appropriate hazardous warnings, and 3) the name and address of the chemical manufacturer, importer, or other responsible party. The Department of Labor & Industries may levy fines against the CONTRACTOR for noncompliance and OKANOGAN may withhold payment pending receipt of a legible copy of the MSDS.

## Appendix A: Coverage Maps for Existing Radio System

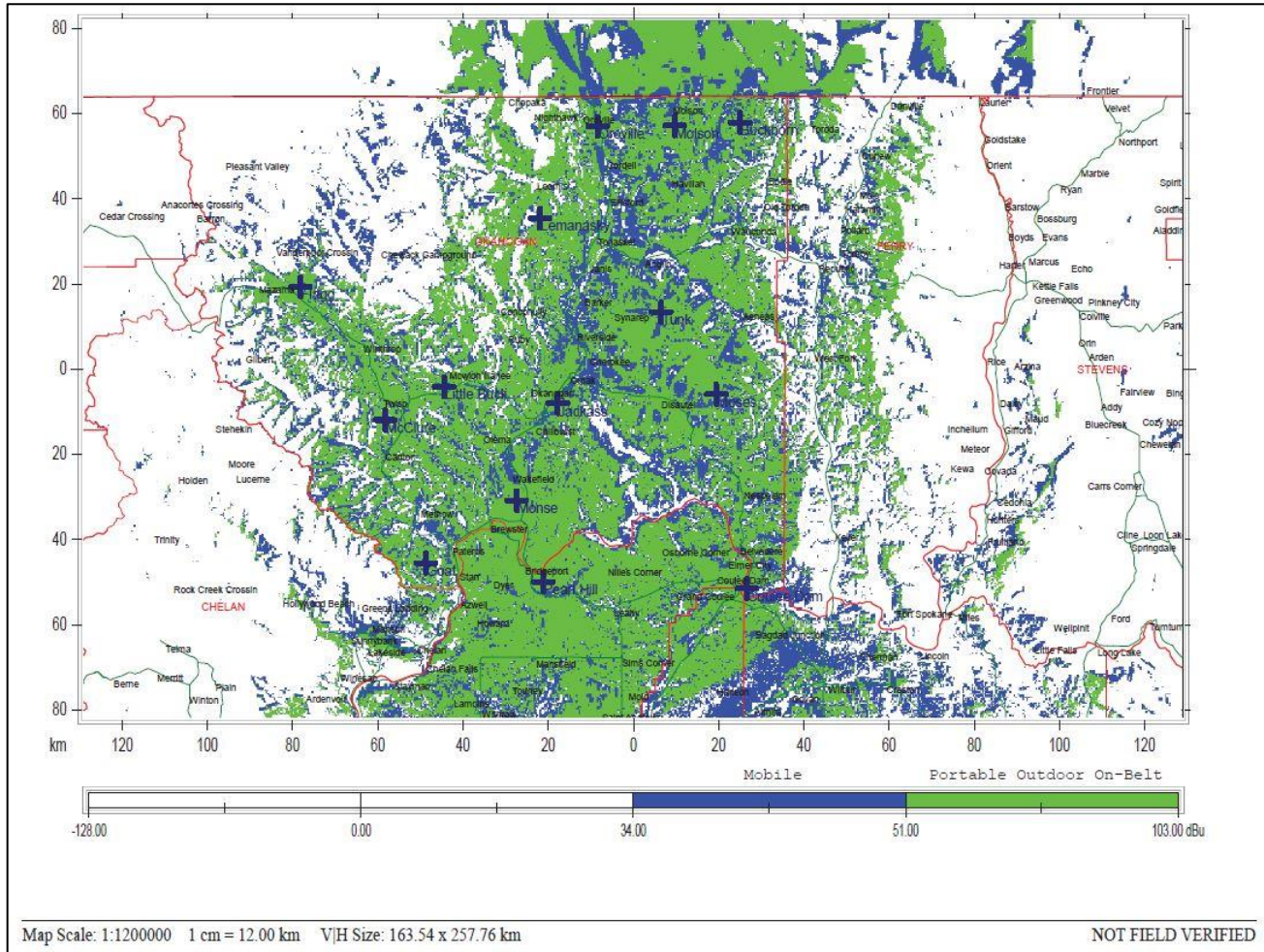
The coverage maps included here show theoretical coverage for the existing OKANOGAN radio system:

### 1. Mobile and Portable Talk-In (mobile and portable radios transmitting to radio sites)

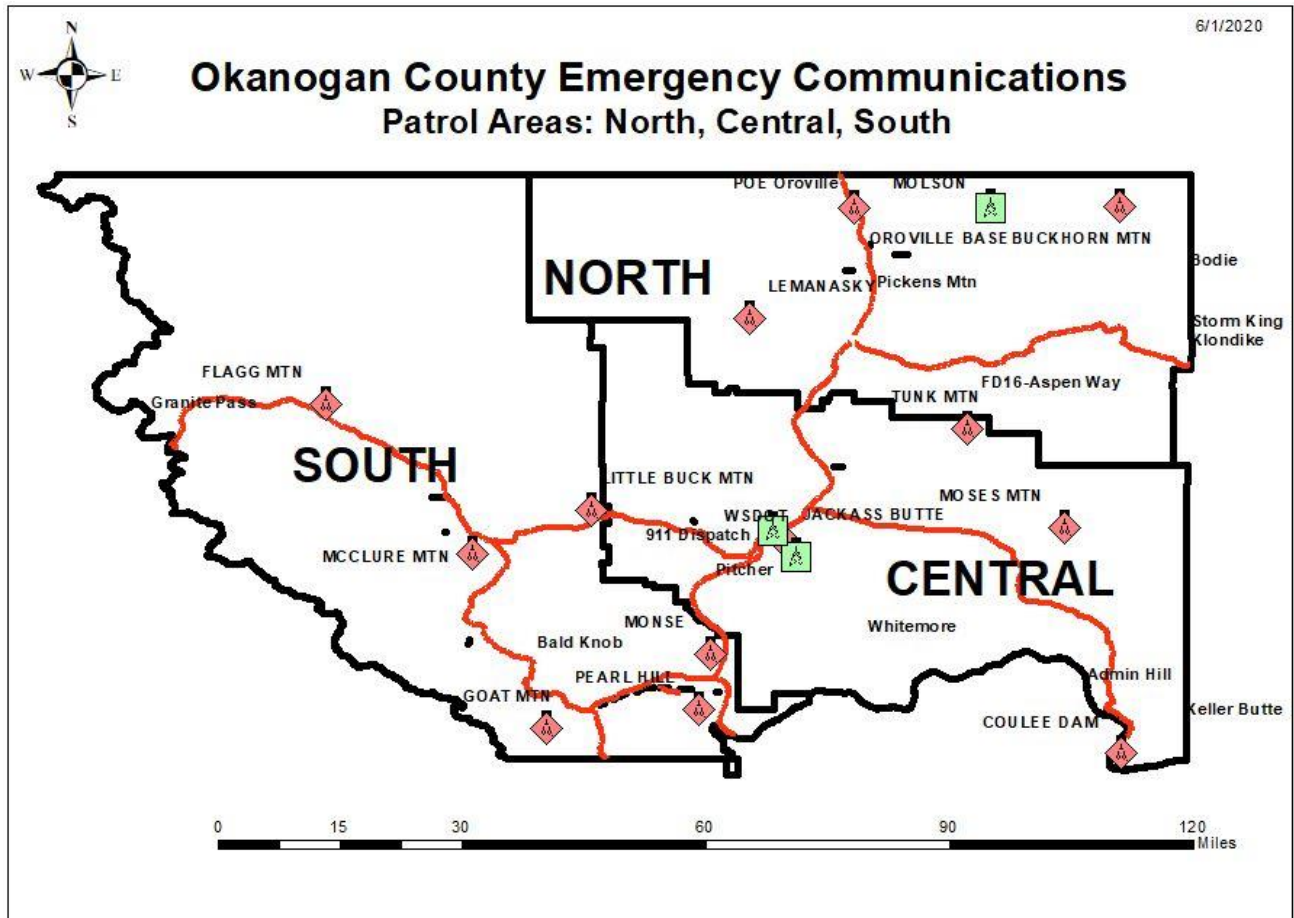




## 2. Mobile and Portable Talk-Out (radio sites transmitting to mobile and portable radios)



## Appendix B: Patrol Areas Map for Simulcast/Multicast Zones



## Appendix C: Local Requirements for Mission Critical Public Safety Voice Communications Systems

Listed below are a list of requirements for mission-critical public safety voice communication systems based upon user feedback and practical experience managing existing radio systems.

- Coverage
  - 95% Service Area Reliability in the town of Conconully.
  - 95% Service Area Reliability in the area of Loomis and Okanogan County Fire Protection District 10.
  - 95% Service Area Reliability in the area of Aeneas Valley and Okanogan County Fire Protection District 16.
  - 95% Service Area Reliability in the area of State Highway 20 and Washington Pass.
  - Service Area Reliability Assumptions

	Portable	Mobile
Antenna	¼ wave helical	Unity gain ¼ wave
Antenna height	1m =3.3 ft (hip level)	1.5m = 5 ft
ERP (before loss)	4W = 36 dBm	45 W = 46.5 dBm
Antenna/body/bldg. loss	-14.3 dB	-1.5 dB
ERP (after loss)	21.7 dBm (-8.3 dBW)	45 dbm (15 dBW)

- Scalability
  - The system shall be able to accommodate growth of radio sites, dispatch consoles, and mobile and portable radios to support increased capacity.
  - Shall be able to add features and functions
  - Shall be able to add or scale backhaul capacity
- Implementation
  - Minimal decrease in functionality or interoperability during implementation.
  - Minimal loss of service during implementation
- Wide area coverage
  - 3 or more voted simulcast/multicast zones.
- Encryption
  - Ability to encrypt voice region wide
  - Supports multi-key encryption
- MDC 1200
  - Radio Unit ID
  - Emergency button
- GPS
  - Radio unit X Y location broadcast into system for dispatch and user view.
- Vendor support program

- Support shall be available on a 24/7/365 basis
- Control
  - Support P25 migration without firmware updates

# CONTRACT COVER SHEET

PART 1 of 2

## Okanogan County Sheriff's Office - Communications

123 N. 5<sup>th</sup> Ave, Rm 200 Okanogan, WA 98840

**Contract Number:** 20XX-12-XX  
**Title:** Radio Engineering and Consulting Services  
Coverage Enhancements

This Contract is entered into, by and between, Okanogan County Sheriff's Office, 123 N. 5<sup>th</sup> Ave, Rm 200 Okanogan, WA 98840, herein referred to as the Customer, and (Business Name, Physical Address), herein referred to as the Contractor. The Contractor agrees to provide the Customer the services and products described in the Statement of Work. The following documents shall comprise the entirety of this Contract:

### A. CONTRACT DOCUMENTS

This Contract consists of the following documents and attached exhibits and appendices, each of which are made part hereof by this reference in the following order of precedence (With 1 being the highest order of precedence):

1. Contract Amendment(s)
2. Request for Proposals Document plus any addenda
3. Price Proposal and "Hourly Rate and Fee Schedule"
4. The Contractor's Proposal
5. Certificates of Insurance and Policy Endorsements
6. Other Exhibits and Attachments (as applicable)

### B. CONTRACT AMOUNT

The CUSTOMER agrees to compensate the Contractor for performance and acceptance of Work specified in this Contract, in an amount not to exceed \$ \_\_\_\_\_, and payable as set forth in Items A, 2 and 3.

### C. CONTRACT TERM

This Contract shall become effective on the date that it is fully executed. This Contract shall become fully executed when countersigned by the authorized representative of Okanogan County. Unless otherwise terminated or extended, the Contract shall expire three-hundred and sixty five (365) calendar days after the date of execution.

PART 2 of 2

IN WITNESS WHEREOF the parties have executed this Contract, the day and year written below.

Contractor:

**(Name)**  
(Physical Address)  
(City, State, Zip)

DATED this \_\_\_\_ day of \_\_\_\_\_ 202X.

Authorizing Signature: \_\_\_\_\_  
Printed Name: (Print Legal Name of Authorized Signatory)  
Title: (Title of Signatory)

Customer: **Okanogan County**  
123 N. 5<sup>th</sup> Ave, Rm 200  
Okanogan, WA 98840

DATED at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 202X.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

ATTEST:

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

\_\_\_\_\_  
Jim DeTro, Chairman

APPROVED AS TO FORM: \_\_\_\_\_  
Chris Branch, Member

\_\_\_\_\_  
David Gecas, Civil Deputy PA

\_\_\_\_\_  
Andy Hover, Member

\*\*\*\*\* END \*\*\*\*\*