



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 87650 Title: Pima County Wireless Integrated Network Consultant Services

DUE IN AND OPENS: NOVEMBER 8, 2005 AT 1:00 P.M. MST

Submit Proposal to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference: October 18, 2005 at 1:00 P.M. MST

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting proposals from Respondents qualified, responsible and willing to provide the following Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Provide consultant services for the Pima County Wireless Integrated Network (PCWIN) Project, per specifications called for herein. County intends to award to one contractor. MWBE preference will apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the proposal incorporates all addenda. Prospective respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm MST, at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering Prospective Respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals must be submitted as defined in the Instructions to Proposers, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as **non-responsive**.

Respondents must complete and return all documents required in the section titled, "SUBMITTAL DOCUMENTS".

Proposals may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSALS.

Nina Schatz
Commodity/Contracts Officer

Publish: The Tucson Citizen: October 11, 12, 13 and 14, 2005

INSTRUCTIONS TO PROPOSERS

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICE BID & CERTIFICATION

Respondents shall complete and submit the price bid and certification documents utilizing the forms provided in this RFP. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services more favorable than those given to County, that seller shall offer same pricing to County, effective the date effective to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days, shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the respondent's risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 calendar days prior to the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

INSTRUCTIONS TO PROPOSERS (CONT.)**4. SUBMISSION OF PROPOSALS**

Respondents are to submit **one original and eight (8)** copies of all proposal documents, unless otherwise specified. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

Proposals must be received and time stamped at the location on or before the time and date as defined by the *Request For Proposals*. Late proposals will not be accepted, or will be returned unopened.

Proposals must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Request For Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the respondent's proposal to be rejected as *non-responsive*.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a purchase order or contract.

The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department.

No oral interpretations or clarifications will be made to any respondent as to the meaning of any of the solicitation documents.

If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Responses from Pima County will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. CONFLICTING INSTRUCTIONS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

8. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) NOTIFICATION

In accordance with the Pima County Code, Title 20, a 5% price preference will be given to local County certified MBE or WBE firms who proposed on eligible contracts. In determining the lowest responsive and responsible proposal, a proposal submitted by a local certified MBE or WBE firm shall receive a price preference of 5%. The MBE-WBE firm must be certified at the time of the proposal opening. The price preference shall be solely for the purpose of establishing the low bid. The actual value of any contract awarded shall be for the amount in the proposal. **To be eligible for the price preference, MBE or WBE firms must include with their proposal documents a copy of their current certification certificate.**

Notice: The process of becoming a certified MBE-WBE firm may take several weeks.
Please contact our MWBE office at (520) 740-8161 for assistance or further information.

END OF INSTRUCTIONS TO PROPOSERS

[Revised 02/2005]

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. PROPOSAL OPENING:

Proposals will be publicly opened and respondents' names will be read on the date and at the location defined in the *Request For Proposals*. No other information contained in the proposals will be disclosed at the opening. All interested parties are invited to attend.

2. PROPOSAL EVALUATION:

Proposals shall be evaluated to determine which response is most advantageous to the County as defined in the Special Terms and Conditions.

The County reserves the following rights: 1) to waive informalities in the proposal or proposal procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and proposer's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:

A *Notice of Recommendation for Award* will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. The County reserves the right to reject any or all proposals, or to waive irregularities and informalities if it is deemed in the best interest of the County. Resulting agreements are not exclusive, are for the sole convenience of Pima County, and County reserves the right to obtain like goods or services from other sources.

A fully executed purchase order or contract mailed, or otherwise furnished, to the selected respondent will result in a binding contract without further action by either party.

5. WAIVER:

Each respondent, by submission of a proposal, proclaims and agrees and does waive any and all claims for damages against Pima County or its officers or employees when any of the rights reserved by Pima County may be exercised.

6. INTERPRETATION; APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the state of Arizona. If any of seller's terms or conditions are not in agreement with Pima County's terms and conditions as set forth herein, Pima County's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

7. PRICE WARRANTY:

Seller shall give Pima County benefit of any price reduction before actual time of shipment except that should Pima County permit shipment to be made prior to specified shipping date. Pima County shall have advantage of any price reduction before shipping date. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

8. PRICE ESCALATION:

In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the respondent shall submit to the County a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items, and include a listing of those efforts taken to control and reduce costs. County will review the request and determine if it is in the best interest of County to extend the agreement.

STANDARD TERMS AND CONDITIONS (CONT.)**9. QUANTITY:**

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change order as required by Pima County Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by Pima County.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Seller's sole risk and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Proposal document.

Upon receipt of notification of delivery delay, Pima County at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the County.

To mitigate or prevent damages caused by delayed delivery, County may require contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be contractor responsibility. County reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to County.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Contractor's control, provided that Contractor provided prompt notice of delay as soon as Contractor had knowledge of said delay.

11. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Pima County. Goods failing to meet specifications of the order or contract shall be held at seller's risk and may be returned to seller with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of seller.

In lieu of return of nonconforming supplies, Pima County, at its sole discretion and without prejudice to County's rights under the *Rights and Remedies of Pima County for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

12. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or proposal preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

13. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the solicitation documents.

14. ACCEPTANCE:

Pima County will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

STANDARD TERMS AND CONDITIONS (CONT.)**15. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:**

In the event any item furnished by the seller in the performance of the contract or purchase order should fail to conform to the specifications thereof, or to the sample submitted by the vendor with their proposal, Pima County may reject same, and it shall thereupon become the duty of the seller to reclaim and remove the same, without expense to Pima County, and immediately replace all such rejected items with others conforming to the specifications or samples: provided that should the seller fail, neglect, or refuse to do so, Pima County, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the seller the difference between the price named in the contract or purchase order and actual cost to Pima County. In the event the seller shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Pima County to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the seller, any loss or damage sustained by Pima County in procuring any items which the seller agreed to supply shall be borne and paid for by the seller. The rights and remedies of Pima County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. FRAUD AND COLLUSION:

Each respondent, by submission of a proposal, proclaims and agrees that no officer or employee of Pima County or of any subdivision thereof has: 1) aided or assisted the proposer in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other proposer; 2) favored one proposer over another by giving or withholding information or by willfully misleading the proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the proposal. Additionally, during the conduct of business with Pima County that the respondent will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Pima County.

17. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the County. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Agreements*.

18. PATENT INDEMNITY:

Proposer shall hold Pima County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Proposers may be required to furnish a bond or other indemnification to Pima County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

19. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

20. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

STANDARD TERMS AND CONDITIONS (CONT.)**21. NON-DISCRIMINATION:**

Respondent shall not discriminate against any County employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the respondent's duties pursuant to any contract or purchase order issued as a result of this solicitation. Respondent shall comply with executive order 75-5, as amended by executive order 99-4, which is incorporated into this solicitation by reference as if set forth in full herein.

22. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Pima County Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Pima County shall have no further obligation, other than for services or goods that have already been received.

23. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

24. AMERICANS WITH DISABILITIES ACT:

Respondent shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

25. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

26. NON-EXCLUSIVE

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

27. CANCELLATION

County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

28. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract; purchase order or blanket contract; special terms and conditions, standard terms and conditions, instructions to proposers, request for proposals.

END OF STANDARD TERMS AND CONDITIONS

(July 12, 2005; Replaced #17 with #29)

SPECIAL TERMS AND CONDITIONS

1 INTRODUCTION

Pima County is acting as the primary agent for a partnership of government entities, hereinafter known as the "COUNTY" on behalf of the "Pima County Wireless Integrated Network" (PCWIN) project which is authorized by Pima County Bond Implementation Plan – May 18, 2004 Special Election, Ordinance No. 2004-18. (Exhibit A)

The purpose of this Request for Proposal (RFP) is to solicit proposals and then subsequently select a Consultant to provide project development, documentation, management and administrative consulting services. The Consultant will develop concepts of operations, a business plan and multi-phased project program for (1) a multi-agency, multi-discipline, regional Countywide land mobile voice and data radio network; (2) upgrade, enhancement and integration of existing backhaul communications systems and networks deployed by participating agencies that are to be reused in a new system; (3) a multi-agency combined emergency dispatch and emergency operations center (EOC); and, (4) deployment of an automatic vehicle locator solution.

The COUNTY seeks a Consultant that has demonstrated the ability to coordinate and control diverse workgroups, agencies and suppliers/contractors to identify, document and achieve objectives within approved schedule and costs. The ability to control activities as required to complete the work necessary to achieve the Project objectives within contracted delivery and cost schedules are essential elements of the services to be provided to the COUNTY.

The PCWIN Executive Management Committee (EMC), empowered by the bond implementation plan, is tasked with management oversight of this project. The County Board of Supervisors retains final authority over the project. The EMC is required to present a business plan to the Board of Supervisors that will minimally report on: 1) system performance specifications that will provide assurances that the communications system will comply with all actual and pending national standards for such systems; 2) a detailed operation and maintenance plan that details how a single, unified, regional public safety communications system will be created and operated. The business plan is to be supported by intergovernmental or other substitute agreements between the COUNTY and each participating public safety agency.

Phase I is development of a business plan that documents: voice and data communications needs of the PCWIN partner agencies (see Table #1 in Section 2, Background); existing communications infrastructure that is available for use in a new system; desired system capabilities; emergency dispatch and command center facility needs; concepts of operations for voice interoperability; concepts of operation for emergency dispatch and 9-1-1 public safety answering point operations; LMR standards recommendations; system growth predictions; financial projections; and, system sustainability models and recommendations. The deliverables will be a User Needs Assessment Report, Legacy Systems Characterization Report, Systems Alternatives and Recommendation Report, Concepts of Operations Documents, and a comprehensive Business Plan. Following delivery of each report the Consultant will make presentations to combined meetings of the User and Technical Committees for review and comment, then to the Executive Committee for approval or modification.

Phase II is a conceptual system design. The Consultant will be responsible for documenting the functional, operational and technical capabilities; and, standards and requirements for each component of the PCWIN project. The requirements will be compared against the needs of the partner agencies and a cost as an independent variable analysis will be completed to aid the EMC in determining how to scale the scope of the project to fit within budget limitations.

Phase III will include assistance in preparing solicitation ready final design documents for a Request for Proposal (RFP) for a systems integrator that will construct and implement the various components of the PCWIN.

Phase IV will include assisting COUNTY staff in selecting and managing a systems integrator to integrate the acquisition and provision of all facilities, goods, and services required to complete the project per approved project plans, costs and schedules. This will include attending on-site pre-bid conferences, reading proposals, attending on-site evaluation sessions, offering input, and providing periodic updates to the PCWIN Project Office. Consultant will assist the EMC with evaluating the final systems integrator design and installation and will assist COUNTY with contract negotiations with prevailing integrator.

Phase V will require the Consultant to assist COUNTY during the design and implementation phases with plans and design review; and installation and test monitoring and to perform periodic quality assurance reviews of the project.

SPECIAL TERMS AND CONDITIONS (CONT.)

One primary Consultant will be awarded a contract resulting from this RFP. Consultants, though, may combine resources or use subcontractors when responding to the RFP.

Minimally, the successful Consultant must designate one Project Manager (PM) to manage and coordinate all phases of the project. An Alternate Project Manager must be designated and must be available during the Project Manager's absence. The Project Manager and/or the Alternate shall be available during normal office hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., Arizona local time). The PM or Alternate PM shall also be available for special circumstances to accommodate COUNTY staff while this project is being conducted.

The assigned Project Manager and Alternate Project Manager cannot be substituted at any time during the period of the contract without the consent of the COUNTY. The COUNTY reserves the right to select, approve or reject the Project Manager and/or the Alternate Project Manager at any time.

NOTE: The COUNTY seeks to procure these services from an unbiased Consultant. To that end, Consultants shall reveal to the COUNTY all relationships with individuals and/or firms that are involved in the types of products and services identified within. To continue this effort, the resulting Consultant shall update the COUNTY regarding any relationships with such firms that develop during the contract period and shall inform the COUNTY of all information received from such firms. The Consultant selected for this effort will not be eligible for any subsequent contract as a result of this project, as neither will any partnership, association or corporation in which the Consultant has an interest or any relationship.

END OF SECTION 1

SPECIAL TERMS AND CONDITIONS (CONT.)**2 BACKGROUND**

Pima County public safety first responders rely on many tools to provide quality policing and fire services for a population of approximately 850,000 and encompassing a geographic area of nearly 10,000 square miles with 130 miles of international border. None is more important for their safety and efficiency than their ability to communicate on demand, in real time, with a reliable communications system.

The primary concern of our public safety agencies is the safety and protection of the citizens of Pima County. Our success requires effective, collaborative, interdisciplinary, and intergovernmental coordination. The greater the crisis, the more our thirty-two public safety agencies need an efficient, coordinated response. Because such emergencies rarely respect geographic and political boundaries, public safety agencies of other communities – as well as other state and federal agencies - may also need to respond. To aid the public quickly and effectively by functioning as a team, these responders need real-time communication with each other. Unfortunately, proprietary, stovepipe communications systems currently serving individual agencies hinder interoperable communications and coordinated response to incidents that jeopardize public safety and homeland security.

The cities of Tucson and South Tucson, and Towns of Marana and Oro Valley, Pima County, and most of the fire districts operate their own communications systems. These individual systems utilize proprietary equipment and operate in disparate frequency bands making effective interoperability very difficult. Smaller jurisdictions have made arrangements for larger entities to provide dispatch services to meet their needs. Shared dispatch resources have not however resulted in shared communications systems that could provide much needed interoperability between agencies.

Pima County public safety has relied on co-hosting a cooperatively deployed radio gateway that rebroadcasts transmissions from one system to others on dissimilar frequencies from a radio site in the Tucson Mountains. This radio gateway provides limited coverage, only one channel on which to interoperate, and communications delays. Because of its engineering limitations, this system has rarely been put into service. For the first responder, this system is difficult to use and not effective. When a catastrophic event occurs, multiple groups or channels and widespread coverage are required to coordinate public safety activities.

In December 2003, the Pima County Sheriff's Department along with 31 other public safety entities joined in a collaborative effort to present to the Pima County Board of Supervisors a plan to create a regional public safety communications system. Pima County, City of Tucson and others were contemplating individual radio replacement projects. It is believed that the planned collaboration will result in overall cost savings to the collective agencies and will provide opportunities to better coordinate public safety service delivery.

In January 2004, The Pima County Board of Supervisors agreed to include the regional radio proposal on a bond election ballot. The Board of Supervisors examined the financial status and merits of the system and approved a ballot question for the voters of Pima County. The Bond would authorize 92 million dollars for the development, procurement, implementation, and management of a regional radio system.

On May 18, 2004 the Bond Election was held in Pima County. Voters of Pima County passed the Bond proposal and authorized the sale of government bonds for the purpose of establishing a regional radio system. This action by the Pima County voters solidified the multi-disciplinary and multi-jurisdictional approach.

2.1 Vision

Our vision is to plan, design, and engineer, procure, implement, maintain, and support a regional communications network that will service the needs of the agencies authorized by the bond ordinance. The proposed system is expected to be scalable to allow the addition of state and federal agencies with resources to further expand the project. Other governmental departments may also be allowed to migrate to the system as need and resources permit.

The system will provide all of the components of standards based digital voice and data radio communications network(s) to meet the needs of the local public safety community.

SPECIAL TERMS AND CONDITIONS (CONT.)

Widespread on-street portable voice radio coverage is desired throughout the County.

Enhanced in-building coverage is required for specific need areas and functions. The City of Tucson, with a service population nearing ½ a million people and the existence of multi-story and complex structures requires that the on-street radio coverage be enhanced to a level that would accommodate in-building coverage. Additionally, firefighters have unique fire ground incident communications requirements for communicating between the incident commander and on scene firefighters that will have to be provisioned in a new communications system.

The City of Tucson and Pima County 9-1-1 Public Safety Answering Points, public safety dispatch operations, and the County Emergency Operations Center will be co-located into a single facility creating opportunities to streamline and improve how these services are provided.

Maintenance and operating costs are to be shared by the partner agencies.

2.2 Objectives

Our objectives include:

- Reuse of existing infrastructure such as antenna, microwave and other communications network resources and facilities to minimize costs and lessen environmental impact.
- Deployment of a “standards” based system that will provide for compatibility with other standards based systems in the State. (It is desirable that a network in Pima County could interface with the system currently being installed by the Cities of Phoenix and Mesa.)
- Deployment of a digital 800MHz or 700MHz trunked radio system operated throughout Pima County. Channel resources in the 800MHz band are already licensed to project partner agencies.
- Provide a high performance data communications network to support mission critical applications.
- Implement an automatic vehicle locating solution that may include integration of existing solutions. GPS capability in mobile radios will send coordinates of vehicles to a mapping application so that agencies can immediately identify, locate and manage vehicle and personnel resources.
- Provide initial subscriber equipment to participating partners.
- Design and construct a building equipped with radio communications and telecommunications infrastructure, furnishings and other equipment necessary to relocate the County Emergency Operations Center, and 9-1-1 and dispatch operations for the City of Tucson and Pima County into one regional facility.

2.3 Mission, Values and Goals

Mission

The mission of the Pima County Wireless Integrated Network is to design, procure, deploy and operate a regional public safety voice and data communications network, improve public safety radio interoperability; and, to design, construct and operate a regional communications center.

Values

In our effort to accomplish our mission, the Pima County Wireless Integrated Network participants will value:

1. Our partner agencies;
2. Cooperation, coordination and compromise required to make this project a success;
3. The safety of Pima County residents;
4. The safety of our public safety officials;

SPECIAL TERMS AND CONDITIONS (CONT.)

5. Homeland security;
6. Coordinated emergency response;
7. Communications interoperability;
8. Standardized terminology, codes, plans, procedures and protocols that will improve delivery of emergency services;
9. Exemplary stewardship of public funds; and
10. Shared responsibility for maintaining and operating deployed systems.

Goals

1. Develop a business plan for the Pima County Wireless Integrated Network that includes a concept of operations, conceptual design, budget analysis, system performance specifications, and an operating and maintenance plan.
2. Assess the wireless communications needs of first responders within the County, including the demand to coordinate between agencies and to use satellite-positioning technology to maximize the safety of the public and of the first responders.
3. Facilitate the execution of intergovernmental or substitute agreements between Pima County and the partner jurisdictions obligating each with specific responsibilities that will further the implementation, operation, support and maintenance of the Pima County Wireless Integrated Network components.
4. Recommend to the Pima County Board of Supervisors policy, procedures and expenditures that will further the Pima County Wireless Integrated Network project in a manner benefiting the citizens of Pima County and the public safety community.
5. Acquire supplemental federal funding.
6. Invite participation in the Pima County Wireless Integrated Network by other self-funded local, county, state and federal agencies.
7. Improve communications interoperability between the project partner agencies and other state and federal agencies with whom they must communicate.
8. Implement a voice communications network that utilizes modern, state-of-the-art technology to support the voice communications needs of the agencies authorized by Pima County Ordinance No. 2004-18 and to improve communications interoperability between PCWIN public safety agencies.
9. Provide a working level of widespread on-street voice radio coverage throughout Pima County and enhanced in-building penetration within the City of Tucson. The proposed systems shall be able to accommodate enhancements to extend coverage outside Pima County for those agencies with service areas outside the County.
10. Implement a data communications network, network standards, policies and procedures to provide widespread wireless data on-street coverage to support the computer aided dispatch, mobile incident reporting, and automatic vehicle locator applications deployed by the project partner agencies.
11. Design, construct, occupy and operate a regional communications center co-locating the 9-1-1 public safety answering points and dispatch functions of the Pima County Sheriff's Department and the City of Tucson with the Pima County Emergency Operations Center.
12. Implement an automatic vehicle location system solution that will provide the user community with the ability to manage field resources based upon their proximity to emergency incidents.

SPECIAL TERMS AND CONDITIONS (CONT.)**Bond funds will not:**

1. Provide infrastructure for the specific purpose of extending coverage beyond the jurisdictional boundaries of Pima County. Incidental coverage outside Pima County resulting from a final design adopted to provide coverage within Pima County is permissible.
2. Provide mobile data computers, except those that might be required to support automatic vehicle locating systems deployed by the Pima County Wireless Integrated Network.
3. Provide software integration services, except those that might be necessary to support operation of the new regional communications center 9-1-1 Public Safety Answering Points.
4. Provide equipment and services to support the communications requirements of non-public safety functions of the partner agencies.
5. Provide an interface for mobile data computers to the Arizona Criminal Justice Information System (ACJIS).

2.4 Interoperability

The system will allow for “interoperability”, which means first responders from different agencies and disciplines can talk directly, in real-time to each other, to better coordinate emergency response activities. The PCWIN Executive Management Committee has adopted the following definition of interoperability to guide our activities.

The ability of PCWIN public safety service providers - law enforcement, firefighters, EMS, and emergency management - to establish voice communications with staff from other PCWIN responding agencies on demand and in real time, to exchange information according to a prescribed method in order to achieve predictable results; and,

The ability of PCWIN users to interact with non-PCWIN public safety service providers on separate communications networks to exchange information according to a prescribed method in order to achieve predictable results via network gateways or other technical interconnectivity solutions.

2.5 Partnerships

The regional public safety voice and data communications network will serve twenty fire departments and districts, eleven police agencies, and the Pima County Office of Emergency Management and Homeland Security. This multi-disciplinary and multi-jurisdictional approach was determined to be an essential component of the communications system design. Collectively these entities are responsible for providing public safety and emergency management services to the Pima County populace, and most specifically to their individual jurisdictions. The following list of public safety agencies are participating in the regional public safety communications network:

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

SPECIAL TERMS AND CONDITIONS (CONT.)

Table 1: PCWIN Bond Funded Participating Member Agencies

<u>Fire Agencies</u>	<u>Police and Emergency Services Agencies</u>
Ajo/Gibson Volunteer Fire Department Arivaca Volunteer Fire Department Avra Valley Fire District Corona de Tucson Fire District Drexel Heights Fire District Elephant Head Volunteer Fire Department Golder Ranch Fire District Green Valley Fire District Helmet Peak Fire District Mt. Lemmon Fire District Northwest Fire District Pascua Pueblo Fire Department Picture Rocks Fire District Rincon Valley Fire District South Tucson Fire Department Three Points Fire District Tohono O’odham Fire Department Tucson Airport Authority Fire Department Tucson Fire Department Why Fire District	Marana Police Department Oro Valley Police Department Pascua Yaqui Police Department Pima College Department of Public Safety Pima County Sheriff’s Department Sahuarita Police Department South Tucson Police Department Tohono O’odham Tribal Police Tucson Airport Authority Police Tucson Police Department University of Arizona Police Pima County OEM & Homeland Security

2.6 Governance

Bond and grant investments will be managed by committees established by the Pima County Bond Implementation Plan composed of police and fire representatives to promote multi-jurisdictional, multi-discipline cooperation and participation. Three committees have been formed:

3. Executive Management Committee
4. Users Committee
5. Technical Committee

An Executive Management Committee shall manage all decisions related to program implementation. The Committee consists of the Sheriff of Pima County (Chair), representatives from the four largest law enforcement entities in the County, the three largest fire agencies in the County, and the Pima County Office of Emergency Management and Homeland Security. This nine member Committee is responsible for implementation of the public safety communications program and for making recommendations to the Pima County Board of Supervisors about bond and grant expenditures. The Users Committee is made up of representatives of all police and fire agencies. The Technical Committee members have been appointed by the Executive Management Committee. The Executive Management Committee will ensure that an operational plan is established, implemented, maintained, and appropriately funded for the future.

The committees have been formed and have begun conducting business. Information about their activities may be found on the PCWIN website at <http://www.bonds.pima.gov/Wireless/Wireless.htm>.

2.7 Service Life and Sustained Maintenance

The systems purchased are expected to have a supported service life of at least 20 years and to be compatible to the maximum extent practical with evolving technological innovations that can be reasonably foreseen. The Executive Management Committee shall recommend a plan for annual operating and maintenance cost sharing to the Board of Supervisors.

SPECIAL TERMS AND CONDITIONS (CONT.)

2.8 Cooperation with State and Federal Agencies

State and federal agencies, as well as surrounding southern Arizona counties, will be invited to participate in the interest of developing a regional system that can easily accommodate federal and state agencies and/or promote interoperability with systems deployed by those representatives.

2.9 Homeland Security

Development of the public safety communications system will cooperate to the maximum extent possible with the efforts of the Federal government to increase Homeland Security. This is particularly important in our region because of our shared border with Mexico and the presence of military and military weapons manufacturing facilities in our community.

2.10 Rural and Tribal Entities

The development of the public safety communications system will also cooperate to the maximum extent possible with rural and tribal entities. The Tohono O'Odham and Pascua Yaqui Nations are both partners in our project. The Tohono O'Odham Nation is among the top 15 most populated tribes in the United States and covers a geographic area approximately the size of Connecticut.

END OF SECTION 2

SPECIAL TERMS AND CONDITIONS (CONT.)**3 SCOPE OF WORK**

The Consultant will provide project development, documentation, management and administrative consulting services and shall be responsible for his/her labor, supervision, travel, materials, and other expenses required to research, plan, design, document and present project deliverables. The project will include a series of analytical, professional and technical tasks (several to be accomplished simultaneously) that require conclusions and recommendations in formal reports.

The COUNTY seeks a Consultant that has demonstrated the ability to coordinate and control diverse workgroups, agencies and suppliers/contractors to identify, document and achieve objectives within approved schedule and costs. The ability to control activities as required to complete the work necessary to achieve the Project objectives within contracted delivery and cost schedules are essential elements of the services to be provided to the COUNTY.

The specific areas of work shall include the following.

3.1 General Overview

The successful Consultant will work under the direction of the PCWIN EMC and in conjunction with the project staff office, User Advisory Committee and Technical Advisory Committee. The duties of the Consultant shall include the following:

- A. Develop a business plan that includes concepts of operations, a project budget, and a detailed project timeline for phased implementation of the project.
- B. Complete a comprehensive needs assessment of PCWIN participant agencies voice and data communications needs, publish an interoperable communications concept of operations document, and recommend technical solutions and standards to satisfy future needs.
- C. Complete a comprehensive needs assessment, publish a concept of operations document and report design recommendations for a joint Communications/Emergency Operations Center.
- D. Needs assessments shall include participation of all stakeholders. Stakeholders include the user participants and their jurisdictional governing body representatives.
- E. Provide a conceptual system design for a public safety trunked voice land mobile radio system or equivalent, wireless data radio system, and automatic vehicle locator system.
- F. Develop operational, functional and technical specifications to be included in a Request for Proposal and assist COUNTY with vendor selection.
- G. Make presentations to the governance committees to summarize the findings and results of each final report and conduct community outreach presentations as required.

The COUNTY desires to have Phases I – III completed within nine (9) months following the date action is taken by the Pima County Board of Supervisors to approve a contract with the selected Consultant. However, the County is willing to consider alternate timelines that proposer might propose if the proposer can demonstrate that the alternate timeline will result in a more complete product.

3.2 PHASE I – Business Architecture Planning**3.2.1 Needs Assessment**

The Consultant shall complete a comprehensive needs assessment for three specific components of the PCWIN project and present a “User Needs Assessment Report”. The report shall define (1) desired voice radio and (2) mobile data radio system capabilities inclusive of an automatic vehicle locator (AVL) capability; (3) operational, functional, and

SPECIAL TERMS AND CONDITIONS (CONT.)

technical facility, and systems requirements of a combined County/City of Tucson 9-1-1 PSAP, dispatch and emergency operations control center.

- A. The Consultant shall complete a comprehensive voice radio and mobile data radio needs assessment for the organizations listed in Table 1 above to define desired operational, functional, and technical system capabilities. The assessment shall project growth that is expected within the next twenty years – the desired supported lifespan of a new communications network.

The needs assessment shall include present and future mobile data requirements. The initial goal of the project is to provide a common data network on which partner agencies may transmit data. The final report shall document the technical network requirements of the mobile data applications currently in use by the participating agencies to help define the requirements of a future data radio network and include requirements for a new AVL solution. Requirements for the wireless data segment shall provide privacy and integrity protection mechanisms necessary to satisfy the requirements of the Arizona Criminal Justice Information System (ACJIS) and to satisfy the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

Integration of software solutions is not a primary goal of the bond funded project except those that might be necessary to integrate Computer Aided Dispatch systems for the Regional Communications Center.

In February 2005 the Aerospace Corporation completed an initial assessment commissioned for the PCWIN by the National Law Enforcement and Corrections Technology Center. This resulted in the publication of the Pima County Wireless Integrated Network Technical Requirements Document (Exhibit B) and Pima County Wireless Integrated Network 2004 Voice & Data Communications Technical Assessment White Paper (Exhibit C). It is the COUNTY'S desire that the comprehensive needs assessment build upon and verify the work already completed by the Aerospace Corporation, not duplicate it. These documents are incorporated into this RFP as Exhibits and will be released to Proposers after a non-disclosure agreement is executed between the COUNTY and the Proposer.

In 2001 the City of Tucson contracted with RCC Consultants to conduct a needs assessment of the City's radio communications needs. These services resulted in publication of the Radio Replacement Project Phase 2 Final Report. This report will be made available for use as a resource during the needs assessment phase of the project.

PCWIN partner agencies interoperate with State and Federal organizations in day-to-day, task force, and mutual aid events. The needs assessment must therefore consider these needs and include key State and Federal agencies (See Table 2). The State of Arizona Public Safety Communications Committee engaged the MACRO Corp. to complete a statewide radio interoperability needs assessment in July 2004. The results of the State of Arizona Public Safety Communications Committee Statewide Radio Interoperability Needs Assessment (Exhibit D) report should be considered during the needs assessment. Additionally, the Arizona Division of Emergency Management & Homeland Security has undertaken an initiative to develop a plan to improve the effectiveness of voice radio based interoperability among public safety agencies throughout the State. RCC Consultants, Inc. was hired to complete a needs analysis and to make recommendations to the State. Their findings, published in the Arizona Radio Interoperability Report (Exhibit E) should be considered during the needs assessment. Next, the Federal Integrated Wireless Network (IWN) project is currently conducting a needs assessment for Federal agencies operating in Southern Arizona. The results of their assessment should also be considered. Finally, the needs assessment should determine future needs to interoperate with the Phoenix/Mesa Regional Radio network.

The National Fire Protection Association (NFPA) 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems shall be referenced for requirements associated with fire services. This standard may be ordered from NFPA.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

SPECIAL TERMS AND CONDITIONS (CONT.)

Table 2: State and Federal Agencies Requiring Interoperability

<u>Federal Agencies</u>	<u>State Agencies</u>
Customs and Border Protection	Arizona Department of Public Safety
Immigration and Customs Enforcement	Arizona Game & Fish
Federal Bureau of Investigation	
Drug Enforcement Administration	
Bureau of Alcohol, Tobacco, Firearms & Explosives	
U.S. Marshal's Service	
U.S. Forest Service	
National Park Service	

- B. The Consultant shall complete a comprehensive needs assessment for the City of Tucson, Pima County Sheriff's Department, and the Pima County Office of Emergency Management & Homeland Security to define operational, functional and technical system capabilities and requirements for facilities, facility sub-systems, utilities and security, 9-1-1 and administrative telephone systems, and voice and data radio communications systems for a communications facility that will host each of these entities. Requirements for back up facilities and Computer Aided Dispatch (CAD) software integration will also be documented. We anticipate that as the County and City of Tucson co-locate into a single dispatch facility that it may be advisable to combine the 9-1-1 Public Safety Answering Points into a single call reception area. If this were to result we would anticipate needing a mechanism to enter data then to have that information passed on to one or more of the three CAD systems deployed by these agencies.

The final report shall present the analysis methodologies employed, the identification of goals and objectives, and a documentation of the process and findings. It shall also offer a prioritized tabulation, descending from the highest to the lowest level, of the needs which have been identified above. ***The summary shall indicate needs that are essential to meet operational requirements and those that are desirable but not considered as critical.***

3.2.2 Legacy Systems Characterization

The Consultant shall issue a complete and comprehensive "Legacy Systems Characterization Report". We intend to leverage our existing resources to compliment or support new systems. We can reasonably assume that the components that will be reused will at a minimum include the City of Tucson and Pima County microwave and fiber optics transport systems, and antenna sites. Additionally, it is anticipated that antenna sites operated by the Tohono O'odham Nation will also be reused in a new system.

The Consultant shall:

- A. Survey and assess the physical condition, functionality, and performance of the current voice radio, mobile data communications, microwave, and network systems components in use by the partner agencies that are expected to be re-used in a new system (See above).
- B. Survey the physical condition of existing antenna sites that are expected to be re-used in a new system to assess the condition of the site, what equipment is located there, tower capacity, grounding, utilities, site security and other factors for applicability in a future system.
- C. Perform and generate customary engineering data and drawings representing RF coverage predictions, microwave path studies, voice radio traffic analysis, facilities, internetworking, and equipment condition assessments of existing systems expected to be re-used in a new system.
- D. Review and summarize the completeness, accuracy, validity, and regulatory compliance of any radiotelephone operator frequencies licenses and microwave data link frequencies under authority of the FCC and tower superstructure licenses under authority of the FCC and FAA applicable for re-use in a new system.
- E. Inventory the radio subscriber equipment of each of the organizations listed in Table 1 and report present radio inventory, expected growth over twenty years, and suitability for reuse in the new system.

SPECIAL TERMS AND CONDITIONS (CONT.)**3.2.3 System Alternatives and Recommendations**

The Consultant shall survey viable voice radio, data radio, network, 9-1-1 PSAP, and telephone/telephony system solutions that could satisfy the largest combination of user needs and issue a complete and comprehensive “System Alternatives & Recommendation Report”.

The Consultant will at a minimum:

- A. Evaluate the Association of Public Safety Communications Officers (APCO) P-25 standard for public safety LMR systems and advise on the pros and cons of adopting the standard for the PCWIN project.
- B. Evaluate public safety trunked radio systems and technology presently on the market and recommend the most technically viable method of achieving trunked voice operation. Conventional, trunked network, and simulcast vs. multicast architectures shall be considered. The Consultant's study shall be independent of manufacturer and technology.
- C. Evaluate wireless data radio systems and technology presently on the market and recommend the most technically viable method of achieving countywide wireless mobile data communications.
- D. Evaluate and compare and contrast existing building sites selected for possible use as a primary communications facility and document recommended site selection criteria and recommendation.
- E. Evaluate 9-1-1 Public Safety Answering Point (PSAP) and telephone switching and voice over IP (VoIP) systems presently on the market and recommend the most technically viable solutions to meet the needs determined for the communications center.
- F. Construct and compare cost estimates for each viable alternative including cost of hardware, software, test, and commissioning; any infrastructure improvements needed; maintenance and operating costs; maintenance support facilities; internal project management and training costs.
- G. Compare and contrast the alternative system solutions and strategies based on technical, operational, and economic characteristics. Recommend and justify the most viable, cost-effective solutions.
- H. Explain the evaluation criteria used and how it was applied to each element.

3.2.4 Concept of Operations

The Consultant shall analyze the user needs, system alternatives, existing legacy systems and environmental, organizational, and political factors that will influence the PCWIN project and present a “Concept of Operations Document” (ConOps).

The ConOps document shall describe the existing systems and facilities that are to be replaced; provide justification for new systems and facilities and any restrictions; and describe the proposed system(s) and facilities and concepts for their use, management, maintenance, operation and sustainability.

The ConOps analysis activity should result in a document that bridges the gap between the user's needs and visions and the developer's technical specifications. The final document should include:

- A. A description of user's operational needs without becoming bogged down in detailed technical issues.
- B. Documentation of system's characteristics and the user's operational needs in a manner that can be verified by the user without requiring any technical knowledge beyond that required to perform normal job functions.
- C. User's stated desires, visions, and expectations without requiring quantifiable testable specifications.
- D. A description of design constraints, the rationale for those constraints, and the range of acceptable solution strategies.
- E. Describe how interoperable voice communications will be used to improve the delivery of public safety services.
- F. Describe how the planned concept of operations for the dispatch and emergency operations center will improve the delivery of public safety services.

3.2.5 Business Plan Development

The Consultant shall publish and present a recommended business plan. The plan shall:

- A. Detail PCWIN program goals and objectives.
- B. Detail options for a long term governance plan.
- C. Detail a strategy for acquiring the services, equipment and facilities necessary to achieve the PCWIN mission.

SPECIAL TERMS AND CONDITIONS (CONT.)

- D. Detail lifecycle support models for operating and maintaining new systems and facilities for a minimum of 20-years.
- E. Detail a cost sharing model for sustaining new systems and facilities in the future.
- F. Detail systems operating, maintenance and replacement cost projections.
- G. Detail an operations plan and staffing models for the 9-1-1 PSAP, emergency dispatch and EOC facility.
- H. Create staffing models for systems maintenance and engineering support functions.
- I. Detail a voice communications plan that compliments the County emergency response plan.
- J. Detail project risks and offer a management plan.
- K. Detail a rough order of magnitude estimate of the cost to implement the program goals and objectives and a timetable for bond sales to achieve the implementation.
- L. Detail a frequency spectrum and channel plan.
- M. In consultation with the Pima County Attorney's Office, draft language for intergovernmental agreements to be implemented between the partner agencies.
- N. In consultation with the Pima County Attorney's Office draft language for intergovernmental agreements for shared use of other agencies resources and assets.

3.3 Phase II – Conceptual Architecture Planning

In consultation with the User and Technical Committees, the Consultant shall prepare a complete and comprehensive "Conceptual System Design Package". The report shall describe in detail the "To-Be Model" that is to be achieved by the PCWIN project. Section 9 contains a list of references for national standards that should be referenced and cited from as applicable.

3.3.1 Functional Requirements

Based on the final approved User Needs Assessment Report, the Consultant shall prepare a comprehensive set of functional requirements for the development of each PCWIN program segment. These functional requirements shall be expressed in such a manner that they can be used as specifications for subsequent engineering development of the program.

The report shall also include a section for each of the below listed areas which includes:

- A. Quantitative/qualitative research information.
- B. Analysis of the presented information.
- C. Conclusions and appropriate recommendations including criteria used to arrive at the conclusions.

3.3.2 Dispatch & Emergency Operations Center

Detail primary and alternate facility requirements and locations.

- A. List requirements for a new facility. Requirements shall minimally include:
 - 1. Building space requirements, features and amenities
 - 2. Security
 - 3. 9-1-1 PSAP telecommunications architecture
 - 4. Administrative telecommunications architecture
 - 5. Information technology and network architecture
 - 6. Voice radio console requirements
 - 7. Automatic vehicle locator interface requirements
 - 8. Intra facility communications requirements to facilitate exchanges of information between the communications unit and emergency operations center
 - 9. Utilities and back up power systems
 - 10. Furnishing requirements
- B. Evaluate need for back-up facility and associated requirements.
- C. Determine suitability of existing facilities to meet determined needs for a back-up facility. If unsuitable, determine selection criteria for back-up facilities.

SPECIAL TERMS AND CONDITIONS (CONT.)

- D. Detail switchover plans and issues.
- E. Create building development cost models.

3.3.3 Voice and Data Radio Systems

- A. Develop conceptual voice radio and mobile data system preliminary engineering design drawings, diagrams, and schematics for the recommended system solution.
- B. Develop channel loading statistics for voice radio and mobile data systems. These statistics will consider all PCWIN participant agencies as well as other public safety and municipal agencies that might predictably migrate to the system. The Consultant shall indicate the maximum capabilities of the fully expanded system, when the project partners can expect to reach the system's limitations, what the options are once that point is reached, and what model was used for predicting channel utilization. The COUNTY expects the systems proposed to have expansion capability to operate with full functionality and without lost calls at the projected peak loading for a minimum of 20 years after the date of final acceptance.
- C. Develop a channel plan that maximizes the resources available, devise a frequency reuse strategy, determine the capacity of the channels (considering both voice and mobile data), and if required, obtain additional channels of sufficient quantity to meet the present and anticipated requirements not met by existing channels. The channel plan shall include all of the planned operational talk groups. The Consultant shall design and include contingency programming for all of the subscriber equipment that will be loaded into the units for potential public safety emergencies. Users shall be able to travel throughout Pima County and be able to communicate to their agency dispatch and other units on the network. The Consultant shall consider any potential interference (both co-channel and adjacent channel) to or from existing users when developing the channel plan. The Consultant may consider if required, additional radio frequency bands that are not presently in use. In determining a usable frequency, the Consultant shall consider one that may be used in: the same radio, a mobile antenna with 3 dB of gain, and the same duplexer or transmitter combiner network.
- D. Define RF coverage requirements including in-building coverage requirements. Develop RF propagation maps and data for existing and potential radio sites. The project partners have a significant number of existing communications sites. The Consultant may desire to propose new radio transmitter or receiver sites to facilitate a design. The Consultant shall confirm the viability of using existing sites and recommend any new sites that might be required to achieve the project objectives. The Consultant shall document any new transmitter sites, microwave sites, or other infrastructure architecture changes that are necessary to achieve the required coverage. The Consultant's design shall develop options that will increase the coverage reliability. The Consultant shall consider the use of existing radio assets when it is technically possible and the equipment is of satisfactory condition and quality.
- E. The Consultant shall design an upgrade to the existing Pima County microwave network that will support the new LMR systems. The microwave network should have the capacity necessary to support the COUNTY'S projected requirements for twenty years.
- F. Tabulate hardware and software quantities.
- G. Construct top-level system performance and operational objectives, and identify measurement tools.
- H. Detail a plan for a phased approach to implementing a new regional communications system with attendant communications centers. The plan shall include detailed information on how the PCWIN partners will transition from their present radio system to a regional system. Costs and timelines for each phase shall be included.

3.3.4 Automatic Vehicle Locator System

- A. Operational architecture
- B. Network requirements
- C. Technical network requirements

SPECIAL TERMS AND CONDITIONS (CONT.)

- D. Software requirements
- E. Minimum hardware requirements

3.3.5 Cost as an Independent Variable Analysis

The Consultant will be required to analyze the costs associated with each requirement against needs and limitations then produce a cost decision matrix that will illustrate start up costs and "Total Cost of Ownership" projections to include a preventative maintenance plan that includes a (1), (5), and (10) year PM schedule, System upgrades, Subsystem replacements, and training for each component of the PCWIN project to aid the Executive Management Committee with adjustments to program goals prior to the acquisition process. The final report will contain a revised timetable for bond sales requirements to support the project.

3.4 Phase III – Procurement Technical Specification (Solicitation Ready Final Design Document Preparation)

Working in conjunction with the Pima County Procurement Department the Consultant shall prepare and issue a technical specification designed for insertion into the Pima County system solicitation (RFP) package accurately and clearly representing the Conceptual System Design Package for solicitation of a systems integrator to provide architectural and engineering, detail design, construction, program management, software integration, testing, training, support and implementation services for approval of the Executive Management Committee.

- A. At a minimum the following will be included.
 - 1. Firm, measurable delivery and system performance requirements
 - 2. Industry standards requirements
 - 3. RF Coverage test requirements
 - 4. Equipment and systems acceptance test requirements
 - 5. User operational and maintenance training requirements
 - 6. Document deliverables such as technical "as-built" drawings and user manuals
 - 7. Facility specifications to meet the requirements determined in section 3.3.2
- B. Generate for COUNTY consideration a technical proposal evaluation process and scoring criteria.

3.5 Phase IV – Systems Integrator RFP Solicitation Support

- A. Prepare RFP distribution list.
- B. Participate in pre-proposal conference.
- C. Assist the COUNTY by responding to written clarification questions submitted from plan holders.
- D. Assist COUNTY with review and initial scoring of technical proposals according to technical scoring criteria.
- E. Prepare for COUNTY transmittal to respective Proposers, any interrogatory questions on technical component of all proposals needed to help clarify the proposer's offer. Review all proposer responses.
- F. Participate in, and facilitate oral interviews with most qualified Proposers.
- G. Follow-up with additional questions as necessary to ensure all technical issues are clarified.
- H. Support the COUNTY'S call for best-and-final offer (BAFO).
- I. Review proposer responses, oral presentations, and BAFO, and amend initial technical scores as needed to reflect final proposal grades. Issue final technical evaluation scores and source selection recommendation to the COUNTY.
- J. Participate in technical contract negotiations. Update the technical specification such that it conforms to the negotiated technical, functional, and deliverable requirements.
- K. Support any possible public records requests and formal protests lodged regarding the solicitation process and outcome.

SPECIAL TERMS AND CONDITIONS (CONT.)**3.6 Phase V – Technical and Project Management Oversight**

- A. Participate in the project kick-off meeting, and scheduled project status meetings and/or teleconferences held with the systems integrator throughout the duration of the voice radio and mobile data system contract.
- B. Oversee technical data exchange between the PCWIN partner agencies and the systems integrator during the detailed design phase of the project.
- C. Review, provide comments on, or recommend approval of the systems integrator's detailed system design package(s) for contractual compliance and for technical suitability according to the PCWIN participant user needs.
- D. Assist in the oversight of the systems integrator's work as it relates to construction and/or modification of facilities, factory staging and test, installation and check-out, formal acceptance testing and operational "cut-over" and commissioning, of systems equipment.
- E. Assist COUNTY in the development and implementation of operations and maintenance standards, polices, procedures and management structure to sustain systems after final acceptance.

3.7 Document Deliverables Requirements

To provide opportunity for PCWIN participants to review and comment on draft deliverables the Consultant will be required to conduct oral briefings on the specific contents of each deliverable for the User and Technical Committees and provide a mechanism and period of time to capture comments and recommendations before producing a final draft document for review and comment by the PCWIN project office. Following review of the final draft by the project office an oral presentation will be made to the Executive Management Committee for final comment. After this presentation a finished product may be published and delivered. Comments obtained through the review process shall be documented with a notation of how individual items were resolved or handled. This documentation shall be submitted in addendum to the deliverable report for historical record keeping purposes.

Final submission of reports and documents shall require fifteen (15) original printed copies and one electronic copy on CD-Rom presented in the file format for the most current version of the following applications: Microsoft Project, Microsoft Visio, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, or AutoCAD. Other file formats must be approved in advance by the COUNTY.

3.8 Schedule

The COUNTY desires to have Phases I – III completed within nine (9) months following the date action is taken by the Pima County Board of Supervisors to approve a contract with the selected Consultant. ***However, the County is willing to consider alternate timelines that proposer might propose if the proposer can demonstrate that the alternate timeline will result in a more complete product.***

END OF SECTION 3

SPECIAL TERMS AND CONDITIONS (CONT.)**4 GENERAL REQUIREMENTS FOR PROPOSALS**

All Proposals submitted are subject to the following general conditions as well as the specific content requirements hereinafter indicated.

4.1 Expertise Requirement

Proposers must possess demonstrated expertise and past successful completion (at least one project within the past five years) of the design and implementation of a statewide or large regional major public safety project involving multiple jurisdictions and public safety disciplines for land mobile radio communications systems and dispatch and emergency operations centers. The Proposer must possess demonstrated expertise in designing the types of systems and facilities outlined in this solicitation. The Proposer must demonstrate knowledge of the scope of work required by this RFP, including the processes necessary to ensure program completion in a timely manner and within budgeted amounts.

The COUNTY seeks a Consultant that has demonstrated the ability to coordinate and control diverse workgroups, agencies and suppliers/contractors to identify, document and achieve objectives within approved schedule and costs. The ability to control activities as required to complete the work necessary to achieve the Project objectives within contracted delivery and cost schedules are essential elements of the services to be provided to the COUNTY.

4.2 Disposition of Proposals and Disclosure of Information

All Proposals submitted in response to this RFP will become the property of the COUNTY and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Arizona Public Records laws. Any Proposer claiming such an exemption must also state in its statement that the proposer agrees to defend any action brought against the COUNTY for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said laws.

4.3 Preparation of Proposal

Proposal shall be prepared SIMPLY AND ECONOMICALLY (avoiding the use of elaborate promotional materials), providing a straightforward, CONCISE description of the proposer's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of COUNTY'S needs.

4.4 Proposal Conditions or Limitations

Proposals which set forth conditions or limitations to those set forth in the RFP may be considered **NON-RESPONSIVE** and therefore, may be rejected.

4.5 Execution of Proposals

The Proposal shall be signed by an individual, or individuals, with authority to bind the firm to all provisions of the RFP and all issued addenda, if any, and to the Contract if award is made.

SPECIAL TERMS AND CONDITIONS (CONT.)

If the Proposer is a partnership, the proposal must be signed by each general partner thereof in their personal capacity. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two (2) authorized officers (a Chairman of the Board, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a joint venture, the proposal shall be signed by duly authorized representatives from each corporation. All signatures above must be original and in ink.

4.6 Language and Units of Measurement

This proposal and all documents submitted by the proposer in connection with this RFP shall be written in the English language and all numerical data furnished herein shall use the dollar-foot-pound-second system of units of measurement.

END OF SECTION 4

SPECIAL TERMS AND CONDITIONS (CONT.)**5 FORMAT AND CONTENT OF PROPOSALS**

In order to expedite the evaluation of Proposals, each Proposer shall organize its Proposal in accordance with this section. Proposals that do not follow the specified format outlined below may be deemed **NON-RESPONSIVE** and may be disqualified from the evaluation process. In addition, failure on the part of Proposer to provide any portion of the required documentation may be cause for rejection of the Proposal. In the event of any conflict between any of the Proposal documents, resolution thereof shall be at the COUNTY'S sole discretion. Format for proposal shall conform to the following requirements:

- A. All Proposal documents shall be fastened with plastic spiral type bindings. **Please do not use 3-ring hard cover binders.**
- B. The font on each page shall be 11 point Times New Roman, and black ink is preferred.
- C. The pages shall be single-sided and single-spaced.
- D. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).
- E. Submittal shall include a "Table Of Contents" and give page numbers for each part of the requirements.
- F. Separate and identify each criteria response to this RFP by use of a divider sheet with an integral tab for ready reference.

The proposal evaluation will be conducted in two levels; first to determine qualifications, and then second to consider methodology of work and costs. Consequently, the initial proposal will contain responses to the requirements for Level-One Proposal Content. Following Level-One evaluation the top rated consultants will be asked to supplement their proposals with the information required in the Level-Two Proposal Content section.

5.1 Level-One Proposal Content**5.1.1 Letter of Introduction**

The Letter of Introduction should not exceed two (2) pages, 8½" x 11". The letter shall be on the principal firm company letterhead including company name, address, phone number and fax number. The letter should be addressed to the Procurement Contact referencing the RFP. The representative(s) of the Proposer with contract signing authority shall sign the cover letter (see Section 4.5, Execution of Proposals). The signature(s) shall be original when the proposal document is marked "Original". The Letter of Introduction shall contain the following:

- A. A statement of interest for the Project including a summary of key points describing the proposer's unique qualifications as they pertain to this particular Project.
- B. The availability and commitment of the proposer.
- C. The statement of any subconsultants and/or subcontractors that may be hired for the Project. Include the location(s) of the offices(s) from which the services would be provided.
- D. The proposer's point of contact, telephone, fax number and e-mail address.
- E. A statement regarding the agreement or exception to the terms contained in the Sample Contract.

SPECIAL TERMS AND CONDITIONS (CONT.)

5.1.2 Qualifications

Proposers shall provide references to substantiate their qualifications. The proposers shall provide contact information for the references. Contact information shall include name of the company/agency, contact person's name and title, telephone, fax number, and e-mail address.

5.1.2.1. Firm's Capabilities

A. General overview of the company

Briefly describe the history, mission, and structure of the firm. Include number of years in business, location of headquarters and local offices, and number of employees. Describe the organization of the Proposer's team and include the point of contact for the COUNTY. Specify the project manager, technical team members and any key staff from subconsultants or subcontractors. Include the names and titles of key individuals who would be responsible for specific tasks in the Scope of Work. Include a matrix relating project tasks to individual names. Include an estimate of time available for the individual to dedicate to the Project. Describe the ability of the firm and proposed project team to provide the services defined in the Scope of Work in a timely manner.

B. Describe experience the firm and its proposed subcontractors have with projects of similar type, scope and complexity.

C. Management and organizational capabilities, including quality and cost control procedures.

D. Firm's additional resources/capabilities that can be committed to the Project.

E. Capability of firm to accept COUNTY contract in addition to other on-going projects and priorities.

F. Qualifications by reason of past experience with similar projects including such detail as to type of system(s), name(s) of the customer(s) for whom the service was provided, name(s) and contact information for the organization's project coordinator; dates and periods during which the indicated service was provided, the extent and exact nature of the service(s) provided, and whether or not the proposed systems were implemented. This section shall also contain a statement of express permission to contact any identified previous customers and request information on the performance of the Proposer. Emphasize experience with other regional or statewide systems of the size and scope described herein.

G. Describe any similar projects where the firm has not satisfied the expectations of its customer, why the expectations were not met, and what action was taken to resolve the problem.

H. Provide in a separate, sealed envelope the firm's most recent audited financial statements that attest to a financial capacity if selected to execute the project. Consultants shall be prepared to substantiate all information provided if requested by the COUNTY. Financial statements not meeting this requirement may be deemed non-responsive or scored lower in the evaluation of the proposal. Financial statements will be independently reviewed by an accountant who will be looking for indicators of a fiscally healthy company and risk factors that might predict future inability to perform services resulting from this solicitation. The evaluator will summarize their findings and rate each on a risk scale of low, medium, or high. A rating of low risk indicates that a firm is financially able to perform to a contract resulting from this solicitation with little risk to the COUNTY that their financial status will negatively impact the project.

The COUNTY reserves the right to make such additional investigations, site visits and interviews as it deems necessary to establish the competency and financial stability of any firm or individual submitting a proposal. Experiences with the

COUNTY and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

SPECIAL TERMS AND CONDITIONS (CONT.)**5.1.2.2 Project Team**

- A. Provide an overview and organizational charts for the Proposer's company, depicting its parent company and subdivisions plus relationships to other companies named, and for each of the teams you will use throughout each phase of the project, including key employees and those of the subcontractors.
- B. State the qualifications and relevant experience of the team's key personnel with projects of similar type, scope and complexity, and their unique qualifications. Submit resumes of Principals, Project Managers and Technical Team members for the firm submitting the proposal and for all major subcontractors, stating certifications, licenses, training, and experience in providing the requested services. (Resumes which are submitted in appendix, should minimally describe relevant experience gained in the last ten years). For each person describe at a minimum:
1. A description of the individual's role on the team, position, responsibilities and services to be performed in the project.
 2. Each person's academic background, including all college undergraduate and graduate education.
 3. Beginning and ending dates of the projects cited for relevant experience, and the relationship of that person to the major goals of the project cited. Where team members have had the relevant experience while employed by other firms, the proposal must state the original firm and project.
 4. Three references for which individuals have provided similar services. Include contact information for each reference.
 5. Two professional references. Include contact information for each reference.
 6. Copies of appropriate professional certifications if any.
- C. Demonstrate that the proposed team members are able to make the time commitment required.
- D. Designate one Project Manager to manage and coordinate all phases of the project. An Alternate Project Manager must also be designated and be available during the Project Manager's absence. An assigned Project Manager cannot be substituted at any time during the period of the contract without the consent of the COUNTY. The COUNTY reserves the right to select, approve or reject a Project Manager at any time.
1. Include a sample of an RFP or project document that these individuals have prepared for previous clients. The sample must relate to the work described in the Scope of Work section herein. Each sample shall contain a Table of Contents from the sample document and a maximum of twenty-five (25) pages of excerpted material that illustrates the author's organizational and technical writing skills.
- E. Because the Proposer's employees and subcontractors may have access to confidential police records and secure police facilities, each proposer, its employees, consultants and other involved personnel shall comply with the provisions of all Federal, State and local laws relative to the unauthorized use and release of such information. The Sheriff's Department will conduct a criminal history background check of personnel assigned to the project and reserves the right to reject any personnel from the project if it determines that person's background or activities may jeopardize the security or best interests of the COUNTY. Preliminary criminal history background checks will be conducted on proposed project managers, alternate project manager, and other technical team members during the proposal evaluation process. ***Proposals will be deemed Non-Responsive if the required information (see Section 10) for criminal history background check is not submitted with the proposals. Firm's proposed personnel fail to pass criminal history background check will also be deemed Non-Responsive.***

SPECIAL TERMS AND CONDITIONS (CONT.)

Please submit a roster of proposed project manager, alternate project manager, and technical team members including full name, and date of birth using the form in Section 10: Confidential Information Form. The COUNTY shall keep this information confidential and shall only use it for the purpose of conducting the aforementioned criminal history background checks.

5.1.2.3 Minimum Requirements – Staff

The Project Manager and the Alternate Project Manager shall be senior personnel, with at least five years relevant and recent experience in public safety (police and fire) consultant engineering. They must have previously headed up at least three independent projects of similar nature and at least one project of this magnitude. (For purposes of this RFP, "recent experience" means three of the required five years experience must have been gained within the three years preceding the proposal due date specified on the cover of this RFP.)

A. The Project Manager and the Alternate Project Manager shall be experienced in the following areas:

- Project management;
- Integration of radio systems with microwave and fiber optic networks;
- Design and implementation of public safety trunked simulcast and multicast land mobile radio systems;
- Planning and implementation of public safety dispatch and emergency operations centers;
- Systems development costing, estimating, and scheduling; and
- Business plan development.

B. Other technical team members submitted by a Proposer to work under this contract must meet at least one set of the following experience requirements:

- They must have a minimum of three years relevant and recent experience working directly on projects dealing specifically with police and fire trunked radio systems; or
- They shall be experienced in at least three of the following areas:
 - Project management
 - Integration of radio systems with microwave and fiber optic networks
 - Design and implementation of trunked simulcast and multicast land mobile radio systems
 - Planning and implementation of public safety dispatch and emergency operations centers
 - Systems development costing, estimating, and scheduling
 - Business plan development.

5.1.3 Business Plan Development Experience

Describe any special expertise in business plan development possessed by the firm or key project personnel.

5.2 Level-Two Proposal Content

FOLLOWING THE LEVEL-ONE EVALUATION, SHORT LISTED PROPOSERS WILL BE INVITED TO SUBMIT ADDITIONAL INFORMATION DESCRIBED BELOW. THIS INFORMATION SHALL NOT BE SUBMITTED WITH LEVEL-ONE SUBMITTAL. COUNTY WILL NOT REVIEW THE FOLLOWING REQUESTED DOCUMENTS DURING LEVEL-ONE EVALUATION PHASE.

5.2.1 Statement of Understanding

The Proposal shall include a document entitled "Statement of Understanding" which shall describe in detail the Proposer's understanding of the project and the methodologies proposed by the Proposer to be used to achieve the results desired. Include specific detailed descriptions of how each requirement will be accomplished. Simply stating that a task will be performed without describing the methodology will not be satisfactory for the evaluation committee to determine if and how well a mandatory requirement is going to be accomplished.

SPECIAL TERMS AND CONDITIONS (CONT.)

The Statement of Understanding shall contain a "Work Program and Performance Schedule" for accomplishing the tasks identified in Section 3 and any other service(s) proposed under this RFP. The schedule shall include the following information for each task identified by the Proposer:

- A. Detailed approach for completing the task. Proposers are encouraged to add additional milestones as necessary to add clarity to the proposal and better gauge the progress of the project after award.
- B. Anticipated technical and managerial problems and proposed solutions.
- C. Deliverable items.
- D. Staffing requirements (number and classification of personnel and estimated work hours required for each phase of the project).
- E. Time line schedule (graphic) for task completion.
- F. Cost containment strategy for overall project budget.
- G. Quality control measures to be employed.
- H. Proposer's assumptions concerning COUNTY resources required to meet task objectives.

5.2.2 Cost Proposal

The Proposal shall contain a "Cost Proposal" which will list and define all costs for services being requested under this RFP. **Proposers are advised to thoroughly review Section 3 of this RFP before preparing the cost proposal.** The cost proposal may be as detailed as desired, but must be summarized with **fixed prices** in accordance with Appendix B for the following Programming/Design Phase services:

- A. PHASE I – Business Architecture Planning.
- B. PHASE II – Conceptual Architecture Planning.
- C. PHASE III – Procurement Technical Specification.
- D. PHASE IV – RFP Solicitation Support.

For services relating to the project implementation oversight requirements defined in Phase V of Section 3, a firm fixed price will **not** be required. For these services, the Cost Proposal shall list hourly rates for all discipline types required, identify any reimbursable expenses and, consistent with the staffing estimates identified in the Statement of Understanding, provide **estimated total costs** anticipated in order to provide the services identified. A **final total cost** for implementation phase services will be negotiated with the selected Proposer as the planning tasks are completed and Implementation Phase requirements become more clearly defined and prior to the commencement of any work. The Cost Proposal for Implementation Phase tasks may be as detailed as desired, but must be summarized for the following services:

- A. Review of detailed system design packages
- B. Integrator oversight as it relates to:
 - 1. Construction
 - 2. Factory staging and testing
 - 3. Systems installation and check out
 - 4. Formal acceptance testing
 - 5. Operational "cut-over" and commissioning of facilities and systems equipment

END OF SECTION 5

SPECIAL TERMS AND CONDITIONS (CONT.)**6 EVALUATION AND AWARD CRITERIA**

Pima County shall evaluate proposals meeting the minimum qualifications and deemed **RESPONSIVE**. Proposals shall be evaluated according to the evaluation criteria set forth herein. The responsive proposals will be evaluated by a committee composed of representatives appointed by the Executive Management Committee. Proposals must contain all required information to be considered responsive. Evaluation of cost shall be made without regard to applicable taxes.

Proposer's performance of past comparable work will be evaluated by the COUNTY on information furnished by the respondent in their proposal, as well as information reasonably available. Proposer is to provide three (3) references of customers who received similar services. COUNTY may contact any proposer to clarify any response; contact any current users of proposer's services; and solicit information from any available source concerning any aspect of the proposal. Information to be considered is not limited to functional and technical abilities, communications skills, timeliness, availability for problem solving (poor response, technical and administrative support, etc.), overall performance and whether or not the reference would rehire the firm.

The responsive proposals will be evaluated and scored based upon the responses to the Level-One selection criteria. After final scoring of the Level-One selection criterion, a short-list of consultants will be created. The short-listed consultants will be requested to provide additional information on their original responses and will be invited to an interview and oral presentation. Level-One scores will not carry over to Level-Two of the evaluation process.

Recommendation for award will be to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this RFP.

6.1 Firm's Minimum Qualifications

Proposers shall meet all minimum qualifications. Failure to provide and clearly notate information required to substantiate satisfaction of all Minimum Qualifications may be cause for the respondent's proposal to be rejected as **NON-RESPONSIVE**.

- A. Past successful completion of at least one project in the past five years involving design and implementation of a statewide or large regional major public safety project involving multiple jurisdictions and public safety disciplines for land mobile radio communication systems and/or dispatch & emergency operations centers.
- B. Must designate one Project Manager and one Alternate Project Manager to manage and coordinate all phases of the project. An Alternate Project Manager must be designated and must be available during the Project Manager's absence. The Project Manager and/or the Alternate shall be available during normal office hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., Arizona local time). The PM or Alternate PM shall also be available for special circumstances to accommodate COUNTY staff while this project is being conducted.

The assigned Project Manager and the Alternate Project Manager cannot be substituted at any time during the period of the contract without the consent of the COUNTY. The COUNTY reserves the right to select, approve or reject the Project Manager and/or the Alternate Project Manager at any time.

The assigned Project Manager and the Alternate Project Manager must meet the following minimum qualifications:

1. Five years relevant experience, at least three of which have been in the past three years
2. Headed up at least three independent projects of similar nature
3. Headed up at least one project of this magnitude
4. Experience in each of the following areas:
 - Project management;
 - Integration of radio systems with microwave and fiber optic networks;
 - Design and implementation of public safety trunked simulcast and multicast land mobile radio systems;
 - Planning and implementation of public safety dispatch and emergency operations centers;
 - Systems development costing, estimating, and scheduling; and
 - Business plan development.

SPECIAL TERMS AND CONDITIONS (CONT.)

- C. Other technical team members must meet at least one set of the following experience requirements:
1. They must have a minimum of three years relevant and recent experience working directly on projects dealing specifically with police and fire trunked radio systems; or
 2. They shall be experienced in at least three of the following areas:
 - Project management
 - Integration of radio systems with microwave and fiber optic networks
 - Design and implementation of public safety trunked simulcast and multicast land mobile radio systems
 - Planning and implementation of public safety dispatch and emergency operations centers
 - Systems development costing, estimating, and scheduling
 - Business plan development

The assigned Project Manager, the alternate Project Manager and the technical team member shall pass criminal history background checks.

Respondents shall meet all Minimum Qualifications contained in the **Appendix I: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.

If you intend to use any subcontractors for this proposal, you shall include the required subcontractors' information in responding to the afore-mentioned minimum requirements and questionnaire. Failure to provide such information may cause your proposal to be deemed ***NON-RESPONSIVE***.

The County in the evaluation and ranking of responsive proposals and selection of the contractor will use the following criteria and points matrix.

6.2 Level-One Selection Criteria

- A. **Firm's Capabilities and Past Performance** (0 to 60 Points)
Proposals shall contain details illustrating the firm's qualifications and capabilities, resources, past experience, and references. If the firm will utilize sub-contractors to achieve the work requirements similar information about the sub-contractors is also required.
- B. **Project Team Experience** (0 to 25 Points)
Proposals shall contain information about the qualifications and experience of the project team assigned to the project. Specifically, the description shall include an organizational chart for the proposer's company, designation of a primary project manager and alternate, and a time commitment for these individuals for the duration of the project. Individual resumes for the designated Project Manager, the Alternate Project Manger and technical team members will be required. A sample document from a previous project shall be submitted to represent the quality of work product produced by the project manager and the alternate project manager in the past.
- C. **Business Plan Development Experience** (0 to 10 Points)
Development of a business plan is vital to the future success of the PCWIN project. This will involve coordinating diverse workgroups, agencies and governmental bodies. A consultant experienced in dealing with large projects with multiple jurisdictions is desired. The business plan must ultimately define strategies for acquiring, operating and maintaining a wireless voice and wireless data communications network, communications/emergency operations center, and automatic vehicle locator system that will benefit 32 public safety entities.
- D. **Financial Audit Report Evaluation** (0 to 5 Points)
Financial statements will be independently reviewed by an accountant who will be looking for indicators of a fiscally healthy company and risk factors that might predict future inability to perform services resulting from this solicitation. The evaluator will summarize their findings and rate each on a risk scale of low, medium, or high. A rating of low risk indicates that a firm is financially able to perform to a contract resulting from this solicitation with little risk to the COUNTY that their financial status will negatively impact the project.

SPECIAL TERMS AND CONDITIONS (CONT.)

Proposers should respond in the form of a thorough narrative to each specification as guided by the questionnaire included as **Appendix II**. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

6.3 Level-Two Selection Criteria

The short-list of Proposers will be expected to participate in an oral interview and presentation in support of the responses submitted. The Commodity/Contract Officer will notify finalists of the date, time and location of the oral presentations.

The COUNTY will use oral interview and presentation to evaluate the proposer's recommended project methodology and to determine if the Proposer can communicate and convey information, and respond to questions raised by COUNTY representatives. Proposers will be permitted up to 90 minutes to make a presentation describing their proposed methodology for achieving the requirements for this Project.

A. Methodology Oral Interview & Presentation (0 to 60 Points)

Proposer will be permitted up to 45 minutes for methodology presentation. Prior to oral interview and presentation, proposers shall submit written Statement of Understanding describing their methodologies to be used to achieve the results desired. The statement shall include specific detailed descriptions of how each requirement will be accomplished. Details will include a description of the methodology or approach, milestones, anticipated technical and managerial problems and proposed solutions, deliverable items, staffing requirements, time line for task completion, cost containment strategy, and assumptions concerning County resources required to meet task objectives. The Commodity/Contract Officer will notify short list firms of the date and time of submittal documents.

B. Project Manager Presentation (0 to 10 Points)

The Project Manager will be expected to present an oral resume no more than 15 minutes long that highlights his/her qualifications to lead the contracted consultant services. Evaluators will be evaluating qualifications of the Project Manager, presentation skills, the individual's knowledge of the PCWIN project, knowledge of the proposal, and his/her command of the resources proffered to satisfy the requirements of the project.

C. Cost Proposal (0 to 30 Points)

Proposers shall submit a cost proposal which will list and define all costs for services being requested. Fix price proposals are required for Phases I-IV of the project. Cost estimates for Phase V will be required. The estimate should be based upon staffing estimates identified in the Statement of Understanding and an hourly schedule of salaries for individual discipline types required and any other reimbursable expenses. Cost proposal shall be submitted in a sealed envelope in the same package of written Statement of Understanding.

Cost will be evaluated by the Commodity/Contract Officer. Proposers shall propose one firm, fixed, fully-loaded hourly rate per service category on the Exhibit II. Cost Proposed For Solicitation # 87650 form. The firm, fixed, fully-loaded hourly rate shall include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor's total costs if appropriate. In addition, all hourly rates shall include all incidental and associated costs to comply with the *Instructions to Proposers, Standard terms and Conditions and these Special Terms and Conditions*.

The service categories shall include, but are not limited to, the following:

1. Project Manager
2. Alternate Project Manager
3. Technical Team Members
4. Clerical Personnel

Points for the cost will be calculated by the Procurement Department using the following formula:

$$[1 - (\text{This proposer's cost} - \text{Lowest proposer's cost}) / \text{Lowest proposer's cost}] \times \text{available points} = \text{Assessed Points}$$

If a proposer is a local certified MWBE, their price point will be evaluated based on 95% of proposed cost.

If a proposer's cost is equal or greater than double of the lowest proposer's cost, this proposer will receive a zero point for the cost criteria.

SPECIAL TERMS AND CONDITIONS (CONT.)

Cost evaluation will be on an aggregate basis. All line items listed in **Exhibit II Cost Proposal For Solicitation #87650 Pima County Wireless Integrated Network Consultant Services (xx Pages)** must be provided in order to be considered RESPONSIVE for evaluation.

Proposers should respond in the form of a thorough narrative to each specification as guided by the questionnaire included as **Appendix III**. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

END OF SECTION 6

SPECIAL TERMS AND CONDITIONS (CONT.)**7 ADDITIONAL TERMS AND CONDITIONS****7.1 Prime Contractor Responsibilities**

The Consultant shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Consultant. The Consultant agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7.2 Subcontracts

All subcontracting must be approved by the COUNTY. No portion of the work shall be subcontracted without prior written consent of the COUNTY. In the event the consultant desires to subcontract some part of the work specified herein, the consultant shall furnish the COUNTY the names, qualifications and experience of their proposed subcontractors. The consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7.3 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the COUNTY. On request, the Consultant shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the COUNTY to evidence the COUNTY's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

7.4 Confidentiality and Ownership of Work Product

The Consultant shall keep all data, documents, opinions and information of any kind strictly confidential and shall reveal such matters only to authorized representatives of the COUNTY. For the same reason, all reports, estimates, working papers, tapes, pictures, documents, data and information and materials of any kind made, collected or produced by the Consultant or provided to it by the COUNTY or PCWIN participant agencies shall be turned over to the representatives of the COUNTY upon request. The Consultant's obligations imposed by this paragraph shall survive and continue after completion of the remainder of the contract and the Consultant shall continue to be responsible for any breach.

Information gathered from the COUNTY or PCWIN participant agencies may be controlled under 49 CFR Part 1520 and therefore subject to its provisions.

7.5 Patents

The Consultant warrants that the system upgrade as designed by the consultant hereunder shall be free of rightful claim of any third party for infringement of any United States patent or copyright.

7.6 Background Check

The Proposer and/or his employees and subcontractors may be subject to a criminal history/background check.

7.7 Acceptance

Acceptance of the services defined by the contract shall be given by designated staff of the Pima County Sheriff's Department.

SPECIAL TERMS AND CONDITIONS (CONT.)**7.8 Billing**

Contractor shall submit Request(s) for Payment/Invoices to: the Pima County Sheriff's Department for services provided in accordance with the contract. Said documents shall reference the County Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the contract.

Invoices are not considered received until verified and received by Financial Operations

7.9 Delivery

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the contract. Delivery will be made in accordance with the Instructions to Proposers, Standard Terms and Conditions and to the location(s) referenced on the Contract.

7.10 Sample Contract

A copy of the SAMPLE CONTRACT is included for review. Each respondent, by submitting a proposal, will be certifying that the contract is acceptable as written. Deviations may be requested as defined by *Instructions to Bidders*, Section 3. General Specifications & Deviations, paragraph 5. ***Deviation requests shall be submitted prior to the initial due and open date. Requests submitted within 8 days of the solicitation due date may not be answered.*** Deviation requests shall specifically document and clearly illustrate the deviation to the particular article in the sample contract provided. If the deviation is approved, an addendum will be issued modifying the solicitation documents.

The Contractor will be required to provide required contract insurance certification documents as detailed in Article IV of the attached Sample Contract. Pima County reserves the right to negotiate any terms or conditions if it is determined to be in the best interest of the County.

Respondents are not required to return Sample Contract with their proposals.

7.11 Submittal Documents

Refer to Instruction To Proposers, Section 4 for submission of proposals.

LEVEL-ONE SUBMITTAL DOCUMENTS

A. Proposer shall submit ONE (1) original and EIGHT (8) copies of following documents:

1. LETTER OF INTRODUCTION.
2. PROPOSAL CERTIFICATION FORM.
3. APPENDIX I: MINIMUM QUALIFICATION VERIFICATION FORM, fully completed as requested, including the required documentation.
4. APPENDIX II: LEVEL-ONE QUESTIONNAIRE, fully completed as requested, including the required documentation.

The above document shall be bound and indexed in the exact order as indicated.

B. Proposer shall submit ONE (1) original and ONE (1) copy of the following documents. Each document shall be in their own sealed envelope clearly marked on the outside of the envelope with their content.

1. AUDITED FINANCIAL STATEMENT.
2. SECTION 10: CRIMINAL HISTORY BACKGROUND CHECK FORM, fully completed as required.

SPECIAL TERMS AND CONDITIONS (CONT.)**LEVEL-TWO SUBMITTAL DOCUMENTS*****(DO NOT SEND THIS INFORMATION WITH LEVEL-ONE SUBMITTAL DOCUMENTS)***

- A. ONE (1) original and EIGHT (8) copies of STATEMENT OF UNDERSTANDING.
- B. ONE (1) original and EIGHT (8) copies of APPENDIX III: LEVEL-TWO QUESTIONNAIRE, fully completed as requested, including the required documentation.
- C. ONE (1) original and ONE (1) copy of COST PROPOSAL in a sealed envelope clearly marked on the outside of the envelope "COST PROPOSAL".

7.12 Best And Final Offer

County reserves the right to request additional information and/or clarification with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If respondents fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

The County intends, but is not obligated, to negotiate with the highest ranked firm. If an agreement cannot be reached with the highest ranked firm, the County intends to enter into negotiation with the next lower ranked firm, or firms, or reject all proposals. Selection of Contractor shall be at the discretion of Pima County and the County reserve the right to reject any or all proposals. Upon approval by the Board of Supervisors, a contract will be executed with the selected firm.

7.13 Procurement Contact

Questions regarding this solicitation should be submitted in writing to Procurement Department, Attention: Nina Schatz. All submittals shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 798-1484 email: Nina.Schatz@pima.gov

USPO Mail or deliver to the following address:

Pima County Procurement Department; 130 W. Congress, 3rd floor; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

END OF SECTION 7

SPECIAL TERMS AND CONDITIONS (CONT.)**8 EXHIBITS****Exhibit A**

Pima County Bond Implementation Plan – May 18, 2004 Special Election, Ordinance No. 2004-18

This document is included in electronic form formatted as a *.pdf file. The document may also be reviewed on the Internet at <http://www.bonds.pima.gov/bonds2004/pdf2004/BIP0toc.pdf>.

Exhibit B

Pima County Wireless Integrated Network Technical Requirements Document

This document will be made available upon the execution of a Non-Disclosure Agreement (NDA) between the proposer and Pima County. A copy of the Non-Disclosure Agreement is incorporated into this RFP. The duly authorized officer as defined in Section 4.5 Execution of Proposal) shall sign THREE (3) original NDA forms.

In addition, proposer shall also obtain a letter of reference verifying the proposer has successfully implemented a similar statewide or large regional major public safety project involving multiple jurisdictions and public safety disciplines for land mobile radio communication systems and/or dispatch & emergency operations centers. The letter of reference shall be typed and signed on the agency's letterhead with address, telephone and fax number.

The letter of reference and three original signed NDA shall be mailed or delivered to Pima County Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701, Attention: Nina Schatz. Upon receipt of the required documents, the file will be E-mailed to the duly authorized officer. Please provide mailing address, telephone number and an E-mail address of the designated recipient. An original executed NDA will be returned to the recipient.

Exhibit C

Pima County Wireless Integrated Network 2004 Voice & Data Communications Technical Assessment White Paper

This document will also be made available upon the execution of the Non-Disclosure Agreement required above.

Exhibit D

State of Arizona Public Safety Communications Committee Statewide Radio Interoperability Needs Assessment

Multiple documents associated with this report are included in electronic form formatted as a *.zip files. The Executive Summary may also be reviewed on the Internet at <http://www.azdps.gov/pscc/minutes/PSCC%20Executive%20Summary.pdf>.

Exhibit E

Arizona Radio Interoperability Report

Multiple documents associated with this report are included in electronic form formatted as a *.zip files. The report may also be reviewed on the Internet at <http://www.dem.state.az.us/logistic/telecommunication.htm#>.

Other References

- 1) Radio Replacement Project Phase 2 Final Report – City of Tucson

The City of Tucson will release the contents of this document and the source data to the prevailing consultant after a contract is awarded by Pima County. The document will be unavailable during the solicitation process.

- 2) The National Fire Protection Association (NFPA) 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems

This document may be ordered through NFPA from their website at www.nfpa.org/index.asp.

END OF SECTION 8

SPECIAL TERMS AND CONDITIONS (CONT.)**9 OTHER REFERENCES**

The Consultant should reference and cite from the following standards (As applicable):

- NENA Integrating Applications on Intelligent Workstations - NENA 04-501, Issue 1, March 31, 2004.
- NENA Minimum Standards for Emergency Telephone Notification Systems, NENA. June 12, 2004.
- NENA Technical Information Document 03-501 - Network Quality Assurance
- NENA-04-004 Original, June 16, 2000 - Generic Standards for E9-1-1 PSAP Intelligent Workstation (IWS) Equipment.
- (1st Draft – Issued Aug. 22nd, 2005) NENA Interim/Migratory Solution for VoIP E9-1-1.
- APCO Project 40 (RETAINS) - Responsive Efforts To Address Integral Needs in Staffing.
- NFPA 70 – National Electrical Code
- NFPA 101 – Life Safety Code
- NFPA 220 – Standards on types of Building Construction
- NFPA 1061 – Standard for Professional Qualifications for Public Safety Telecommunicators.
- NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Communications Systems (1999 or newer)
- ANSI/TIA/EIA-568-B.1 and addendums – Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA-568-B.2 and addendums – 100 Ohm Twisted Pair Cabling Standard
- ANSI/TIA/EIA-568-B.3 and addendums – Optical Fiber Standards.
- TIA/EIA-569A and addendums – Commercial Building Standard for Telecommunications Pathways and Spaces.
- TIA/EIA-603 - A - Land Mobile FM or PM Communications Equipment Measurement and Performance Standards.
- ANSI/TIA/EIA-606 – The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- ANSI/TIA/EIA-607 – Commercial Building Grounding and Bonding Requirements.
- ANSI/IEEE recommended practice 802.7-1989 - Broadband Local Area Networks (pertaining to RF signals applied to the LAN coaxial cables).
- NEMA Pub/No. WC 41 - Coaxial Communication Cable (pertaining to testing of coaxial cable).
- NEMA Pub/No. PE –1 – 2003 - Uninterruptible Power Systems (UPS)—Specification and Performance Verification.
- TSB-140 – Additional Guidelines for Field Testing Length, Loss, and Polarity of Optical Fiber Cabling Systems.
- Underwriters Laboratories (UL) Cable Certification and Follow Up Program.
- National Electrical Manufacturers Association (NEMA)

SPECIAL TERMS AND CONDITIONS (CONT.)

- American Society for Testing Materials (ASTM).
- National Electric Code (NEC).

END OF SECTION 9

**NON-DISCLOSURE AGREEMENT
Confidential Information**

This Agreement is entered into this _____ day of _____, 2005 by and between _____

_____ whose principal place of business is
Receiving Company's Name

Receiving Company's Address

(hereinafter "Recipient") and Pima County, Arizona, a body politic, on behalf of the Pima County Sheriff's Department, whose principal place of business is 1750 E. Benson Highway, Tucson, Arizona (hereinafter "PCSD").

RECITALS

WHEREAS the citizens of Pima County authorized Pima County to sell bonds to design, procure and deploy the Pima County Wireless Integrated Network (hereinafter "PCWIN"), as explained by Pima County Ordinance No. 2004-18; and

WHEREAS in order to develop PCWIN, PCSD possesses certain information relating to the operation of the communications systems of various first-responder agencies that is confidential to their operation (hereinafter "Confidential Information"); and

WHEREAS the Recipient wishes to receive disclosure of the Confidential Information; and

WHEREAS PCSD is willing to disclose the Information and Recipient is willing to receive the Information on the terms and conditions set forth herein.

NOW THEREFORE, in consideration for the mutual undertakings of the PCSD and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure/Purpose.** PCSD agrees to disclose, and Receiver agrees to receive the Confidential Information for the sole purpose of allowing Recipient to develop a proposal relating to PCWIN and, if awarded a contract to implement PCWIN or any portion thereof, execute that proposal.
2. **Confidentiality.**
 - 2.1 **Scope of Confidential Information.** All Confidential Information disclosed by PCSD to the Recipient under this Agreement shall be:
 - A. Disclosed in writing;
 - B. Clearly identified as Confidential Information at the time of its disclosure by each page thereof being marked with an appropriate mark indicating that the information is deemed confidential by PCSD.
 - 2.2 **No Unauthorized Use.** Recipient agrees not to use the Confidential Information except for the purpose set forth in paragraph 1 of this Agreement. Once Recipient has fulfilled the purposes of retaining the Confidential Information, it shall return to PCSD all Confidential Information. Recipient shall further at that time either destroy or deliver to PCSD any copies of the Confidential Information it created.

- 2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain, or into the possession of unauthorized persons. The standard of care for protecting Confidential Information imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential information but Recipient shall always use at least a reasonable degree of care. Before disclosing any Confidential Information to those employees authorized to receive and use Confidential Information, Recipient shall advise each such employee of Recipient's obligations under this Agreement and require each such employee to maintain those obligations.
3. **Limits on Confidential Information.** Confidential Information shall not be deemed confidential and the Recipient shall have no obligation with respect to such information where the information:
- 3.1 was known to Recipient prior to receiving any of the Confidential Information from PCSD;
 - 3.2 has become publicly known through no wrongful act of Recipient;
 - 3.3 was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - 3.4 was independently developed by Recipient without use of the Confidential Information; or
 - 3.5 was ordered to be publicly released by the requirement of a government agency.
4. **Limit of Liability.** Neither party shall be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own data or information.
5. **Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of PCSD, and that PCSD may use such Confidential Information to further the PCWIN project. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information.
6. **Term and Termination.** The obligations of the Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
7. **Injunctive Relief Available.** In the event of a breach or threatened breach or intended breach of this Agreement by the Recipient, PCSD, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
8. **Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) PCSD, its successors, and assigns; and (b) Recipient, its successors and assigns.
9. **Governing Law.** Recipient shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within the Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

10. **Obligations Not Transferable.** The rights and obligations to the parties under this Agreement may not be sold, assigned or otherwise transferred.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

PIMA COUNTY ON BEHALF OF
THE PIMA COUNTY SHERIFF'S DEPARTMENT

RECIPIENT

Clarence W. Dupnik
Sheriff of Pima County

Recipients Name and Title

PROPOSAL CERTIFICATION FORM

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR PROPOSAL

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ e-MAIL: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

LIST SOLICITATION ADDENDA (Failure to do so may be cause for rejection of proposal as non-responsive)

ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____

ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____

MINIMUM QUALIFICATIONS

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Qualifications, and indicate what/if attachments are submitted. Attachments? Yes/No.

List Title(s) & No. of Pages: _____

REQUIRED MWBE INFORMATION

Is this firm a Women-Owned Business? Yes No

Is this firm a Minority-Owned Business? Yes No

Are you currently certified by any Agency? Yes No If so, Agency Name: _____

Is Respondent a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes No (Select one)

**** PROPOSAL DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM ****

By signing and submitting these proposal documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their proposal, that the firm is qualified and willing to provide the services requested, and that the firm will comply with all requirements of the solicitation. This firm also certifies it will enter into the SAMPLE CONTRACT attached, as written: Yes _____ No _____ (Select one)

Exception requests shall specifically document and clearly illustrate the deviation to the particular article in the Sample Contract provided. Exception requests shall be submitted prior to the initial solicitation due date.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE PROPOSAL

PHONE AND E-MAIL: _____

APPENDIX I: MINIMUM QUALIFICATIONS VERIFICATION FORM (FOUR PAGES)

PROPOSER'S NAME: _____

Proposals not meeting the minimum qualifications will be deemed **NON RESPONSIVE** and will not be considered for further evaluation.

1. Name one project your company has successfully completed in the past five years involving design and implementation of a statewide or large regional project involving multiple jurisdictions and public safety disciplines for land mobile radio communication systems and/or dispatch & emergency operations centers.

NAME OF PROJECT: _____

CLIENT NAME: _____

WHAT AGENCIES OR WORKGROUPS WERE INVOLVED IN THIS PROJECT?

_____	_____
_____	_____
_____	_____
_____	_____

SYNOPSIS THE SCOPE OF WORK FOR WHICH YOU WERE RESPONSIBLE:

ATTACHED SECTION 10, CRIMINAL HISTORY BACKGROUND CHECK FORM

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

APPENDIX I: MINIMUM QUALIFICATIONS VERIFICATION FORM (CONT.)

2. Identify your designated Project Manager and related experience

PROJECT MANAGER: _____

MINIMUM OF FIVE YEARS RELEVANT EXPERIENCE IN PUBLIC SAFETY (POLICE AND FIRE) CONSULTANT ENGINEERING. THREE OF THE REQUIRED FIVE YEARS EXPERIENCE MUST HAVE BEEN GAINED WITHIN THE THREE YEARS PRECEDING THE PROPOSAL DUE DATE. LIST PROJECT NAMES AND DATES.

-
-
-
-
-

LIST THREE INDEPENDENT PROJECTS HEADED BY THIS INDIVIDUAL SIMILAR TO PCWIN PROJECT NATURE.

-
-
-

LIST ONE PROJECT HEADED BY THIS INDIVIDUAL SIMILAR IN SCOPE AND MAGNITUDE TO PCWIN PROJECT.

-

CHECK EACH BOX NEXT TO THE FOLLOWING AREAS WHERE THIS INDIVIDUAL HAS PREVIOUS EXPERIENCE. NAME ONE PROJECT WHERE THE EXPERIENCE WAS GAINED.

Project management

Integration of radio systems with microwave and fiber optic networks

Design and implementation of public safety trunked simulcast and multicast land mobile radio systems

Planning and implementation of public safety dispatch and emergency operations centers

Systems development costing, estimating, and scheduling

Business plan development

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

APPENDIX I: MINIMUM QUALIFICATIONS VERIFICATION FORM (CONT.)

3. Identify your designated Alternate Project Manager and related experience

ALTERNATE PROJECT MANAGER: _____

MINIMUM OF FIVE YEARS RELEVANT EXPERIENCE IN PUBLIC SAFETY (POLICE AND FIRE) CONSULTANT ENGINEERING. THREE OF THE REQUIRED FIVE YEARS EXPERIENCE MUST HAVE BEEN GAINED WITHIN THE THREE YEARS PRECEDING THE PROPOSAL DUE DATE. LIST PROJECT NAMES AND DATES.

-
-
-
-
-

LIST THREE INDEPENDENT PROJECTS HEADED BY THIS INDIVIDUAL SIMILAR TO PCWIN PROJECT NATURE.

-
-
-

LIST ONE PROJECT HEADED BY THIS INDIVIDUAL SIMILAR IN SCOPE AND MAGNITUDE TO PCWIN.

-

CHECK EACH BOX NEXT TO THE FOLLOWING AREAS WHERE THIS INDIVIDUAL HAS PREVIOUS EXPERIENCE. NAME ONE PROJECT WHERE THE EXPERIENCE WAS GAINED.

- Project management

- Integration of radio systems with microwave and fiber optic networks

- Design and implementation of public safety trunked simulcast and multicast land mobile radio systems _____

- Planning and implementation of public safety dispatch and emergency operations centers _____

- Systems development costing, estimating, and scheduling

- Business plan development

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

APPENDIX I: MINIMUM QUALIFICATIONS VERIFICATION FORM (CONT.)

4. Identify other technical team members and related experience (make additional copies if necessary)

TECHNICAL TEAM MEMBER: _____

JOB TITLE: _____

MUST HAVE RELEVANT EXPERIENCE WORKING DIRECTLY ON PROJECTS DEALING SPECIFICALLY WITH POLICE AND FIRE TRUNKED RADIO SYSTEM WITHIN THE THREE YEARS PRECEDING THE PROPOSAL DUE DATE. LIST PROJECT NAMES AND DATES.

- o
- o
- o

OR

MUST HAVE EXPERIENCE IN AT LEAST THREE OF THE FOLLOWING AREAS:

CHECK EACH BOX NEXT TO THE FOLLOWING AREAS WHERE THIS INDIVIDUAL HAS PREVIOUS EXPERIENCE. NAME ONE PROJECT WHERE THE EXPERIENCE WAS GAINED.

- Project management

- Integration of radio systems with microwave and fiber optic networks

- Design and implementation of public safety trunked simulcast and multicast land mobile radio systems _____

- Planning and implementation of public safety dispatch and emergency operations centers _____

- Systems development costing, estimating, and scheduling

- Business plan development

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

END OF APPENDIX I

APPENDIX II: LEVEL-ONE QUESTIONNAIRE (TWO PAGES)

PROPOSER'S NAME: _____

Level-One Questionnaire**A. Capabilities And Past Performance (0 to 60 points)**

1. Please explain your firm's experience with planning, design and implementation of digital wireless communications systems for public safety (voice and data)
 - Please explain your firm's ability to provide independent analysis of areas of predicted coverage and any experience defining RF coverage requirements – including in-building penetration requirements.
 - Please describe your firm's abilities to formulate system performance standards for digital wireless communications systems.
 - Describe your firm's experience designing microwave radio and fiber optic transport systems.
 - What radio vendors have you recommended to clients in the past? Please explain how you came to your recommendations.
2. Please explain your firm's experience with planning, design and implementation of combined 9-1-1 PSAP, dispatch and emergency operations center facilities.
 - What experience does your firm have with planning, design and implementation of 9-1-1 and administrative telephone systems?
3. Describe previous projects your firm has worked on involving integration of multiple Computer Aided Dispatch (CAD) systems and integration of CAD systems with telephone systems.
4. What experience does your firm have in planning "concepts of operations" for voice radio interoperability, dispatch and emergency operations center operations, and system operations and maintenance? What resources does your firm have to assist clients with concepts of operations planning?
5. Describe the largest projects on which your firm has worked involving multiple entities and/or jurisdictions. What experience does your firm have coordinating planning efforts involving multiple jurisdictions and disciplines?
6. Describe your firm's ability to formulate technical, functional and operational requirements for solicitation ready documents for system segments that will be required in this project?
7. Describe your firm's capabilities relating to cost projection analysis and systems sustainability modeling.
8. What experience do you have assisting clients with solicitation support and contract negotiations?
9. What experience does your firm have assessing and documenting the physical condition, functionality and performance of legacy systems components?

B. Project Team Experience (0 to 25 Points)

1. What qualifications, certifications and licensing, and experience with projects of similar type, scope and complexity does each of your technical team members have? Define the member's role in projects referenced.

For each technical team member describe the experience they possess in each of the categories below:

- Technical project management
- Integration of radio systems with microwave and fiber optic networks
- Public safety trunked simulcast and multicast land mobile radio systems
- Planning and implementation of public safety dispatch and emergency operations centers
- Systems development costing, estimating, and scheduling
- Project management consulting or oversight activities
- Business plan development
- Describe the academic background of each of your technical team members.

APPENDIX II: LEVEL-ONE QUESTIONNAIRE(CONT.)

2. Detail references for each technical team member for projects where they gained relevant experience.
- 3 List two professional references for each technical team member.
- 4 Sample RFP review.

C. Business Plan Development Experience (0 to 10 Points)

Describe your experience in developing comprehensive business plans that communicate: goals and objectives, governance options, strategies for acquiring services, equipment and facilities, lifecycle support models, cost sharing models, cost projections, O&M staffing models, and project risk mitigation plans.

D. Audited Financial Statements (0 to 5 Points)

Financial statements will be independently evaluated by an accountant who will be looking for indicators of a fiscally healthy company and risk factors that might predict future inability to perform services resulting from this solicitation

END OF APPENDIX II

APPENDIX III: LEVEL-TWO QUESTIONNAIRE (TWO PAGES)

PROPOSER'S NAME: _____

Level-Two Questionnaire and Document Submittal (Do not send Appendix III with Level-One Submittal Documents.)**A. Methodology Interview And Presentation (0 to 60 Points)**

Points for the methodology interview and presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation. The presentation will include the demonstration of any function, product or system capability included in the proposal.

1. Does the proposal and presentation indicate a sound, professional understanding of the business plan development requirements? (Reference Phase I: Business Architecture Planning requirements & deliverables)
 - Is there a well planned strategy for assessing voice and data radio needs building upon the Aerospace Corp. work?
 - Is there a well planned strategy for assessing needs for the communications/EOC facility?
 - Does the respondent possess the technical skill to document legacy systems?
 - Does the respondent possess the technical background to make recommendations for systems alternatives? Do they have a plan for contrasting and comparing alternatives based on technical, operational, and economic characteristics?
 - LMR standards
 - Wireless data radio standards
 - Building site selection
 - 9-1-1 PSAP and telephone switching technologies
 - Costing components recommended
 - What process will be used to examine operational needs so that concepts of operations for voice interoperability and communications facility operations can be defined?
 - What is the respondent's plan for developing the business plan?
 - Detail goals and objectives
 - Options for long term governance structure
 - Strategy for acquiring services, equipment and facilities
 - Detail lifecycle support models
 - Detail cost sharing models for sustaining systems and facilities
 - Detail operations plan and staffing models for 9-1-1 PSAP, emergency dispatch and EOC operations
 - Create staffing models for maintenance and engineering support functions
 - Detail a voice communications plan
 - Detail project risks and risk management plan
 - Rough order of magnitude cost estimating
 - Frequency spectrum and channel plans
 - IGA preparation
2. What experience does the respondent have preparing conceptual system design?
 - Functional requirements for each PCWIN segment.
 - Dispatch/EOC Facilities requirements including switchover plans and issues and development cost models.
 - Voice and data radio systems
 - Design drawings, diagrams, & schematics for recommended system solutions
 - Channel loading analysis
 - Channel planning
 - RF Coverage requirements
 - Microwave system upgrade design
 - Tabulate hardware and software quantities
 - Top level system performance and operational objectives & management tools
 - Implementation plan

APPENDIX III: LEVEL-TWO QUESTIONNAIRE(CONT.)

- Automatic Vehicle Locator
 - Operational architecture
 - Network requirements
 - Software requirements
 - Minimum hardware requirements
 - Cost as an Independent Variable Analysis
3. What experience does the respondent have preparing technical specifications for solicitation ready documents?
 4. What experience does the respondent have supporting solicitations for services and equipment for similar projects?
 5. What would the respondent propose their role be during project design, construction and implementation?

B. Project Manager Experience (0 to 10 Points)

1. What qualifications, certifications and licensing, and experience with projects of similar type, scope and complexity does the project manager have?

Describe the experience the project manager possess in each of the categories below:

- Technical project management
 - Integration of radio systems with microwave and fiber optic networks
 - Design and implementation of Public safety trunked simulcast and multicast land mobile radio systems
 - Planning and implementation of public safety dispatch and emergency operations centers
 - Systems development costing, estimating, and scheduling
 - Project management consulting or oversight activities
 - Business plan development
2. Evaluate the project manger’s communications skills as demonstrated in the oral presentation and interview.

Cost Proposal (0 to 30 Points)

The Cost Proposal Will be evaluated and scored by the Procurement Department. Proposers shall submit **Exhibit II: Cost Proposal For Solicitation #87650 Pima County Wireless Integrated Network Consultant Services (XX Pages)**. Proposers shall submit ONE (1) original and ONE (1) copy of Cost Proposal in a sealed envelope clearly marked on the outside of the envelope “Cost Proposal”.

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

END OF APPENDIX III

SAMPLE CONTRACT

<p>PIMA COUNTY SHERIFF'S DEPARTMENT</p> <p>PROJECT: Pima County Wireless Integrated Network Consultant Services</p> <p>CONTRACTOR: [awardee legal name]</p> <p>AMOUNT: \$</p> <p>FUNDING: Externally Funded Capital Projects</p>	<p>(STAMP HERE)</p>
---	---------------------

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Pima County Wireless Integrated Network Consultant Services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No 87650 for said services.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board Of Supervisors, shall commence on [, 2006] and shall terminate on [, 2008], unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to three (3) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit I: Scope of Work (Eight Pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No.87650; these documents are incorporated into the Contract the same as set forth in full herein.

CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR shall obtain the approval of COUNTY. The key personnel include the following staff:

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed (xxxxx) dollars (\$xxxxx). Pricing for work will be as set forth in Exhibit II Price Proposal For Solicitation #87650 Pima County Wireless Integrated Network Consultant Services (XX Pages).

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit II

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS ' 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
The Pima County Sheriff's Department
1750 E. Benson Hwy
Tucson, AZ 85714
Attn: PCWIN Project Manager

CONTRACTOR:
[Name, legal address, fax/phone of
Contractor Officer submitting bid]

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No.87650 including the Request For Proposals, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S proposal and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No 87650. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature(s)

Date: _____

Printed Name and Title

ATTEST

Clerk of Board

Date: _____

APPROVED AS TO FORM

Deputy County Attorney

EXHIBIT I: SCOPE OF WORK (EIGHT PAGES)

The Consultant will provide project development, documentation, management and administrative consulting services and shall be responsible for his/her labor, supervision, travel, materials, and other expenses required to research, plan, design, document and present project deliverables. The project will include a series of analytical, professional and technical tasks (several to be accomplished simultaneously) that require conclusions and recommendations in formal reports.

The Consultant is expected to demonstrate the ability to coordinate and control diverse workgroups, agencies and suppliers/contractors to identify, document and achieve objectives within approved schedule and costs. The ability to control activities as required to complete the work necessary to achieve the Project objectives within contracted delivery and cost schedules are essential elements of the services to be provided to the COUNTY.

The specific areas of work shall include the following.

1 General Overview

The Consultant will work under the direction of the PCWIN EMC and in conjunction with the project staff office, User Advisory Committee and Technical Advisory Committee. The duties of the Consultant shall include the following:

- A. Develop a business plan that includes concepts of operations, a project budget, and a detailed project timeline for phased implementation of the project.
- B. Complete a comprehensive needs assessment of PCWIN participant agencies voice and data communications needs, publish an interoperable communications concept of operations document, and recommend technical solutions and standards to satisfy future needs.
- C. Complete a comprehensive needs assessment, publish a concept of operations document and report design recommendations for a joint Communications/Emergency Operations Center.
- D. Needs assessments shall include participation of all stakeholders. Stakeholders include the user participants and their jurisdictional governing body representatives.
- E. Provide a conceptual system design for a public safety trunked voice land mobile radio system or equivalent, wireless data radio system, and automatic vehicle locator system.
- F. Develop operational, functional and technical specifications to be included in a Request for Proposal and assist COUNTY with vendor selection.
- G. Make presentations to the governance committees to summarize the findings and results of each final report and conduct community outreach presentations as required.

The COUNTY desires to have Phases I – III completed within nine (9) months following the date action is taken by the Pima County Board of Supervisors to approve a contract with the selected Consultant. However, the County is willing to consider alternate timelines that proposer might propose if the proposer can demonstrate that the alternate timeline will result in a more complete product.

2 PHASE I – Business Architecture Planning

2.1 Needs Assessment

The Consultant shall complete a comprehensive needs assessment for three specific components of the PCWIN project and present a “User Needs Assessment Report”. The report shall define (1) desired voice radio and (2) mobile data radio system capabilities inclusive of an automatic vehicle locator (AVL) capability; (3) operational, functional, and technical facility, and systems requirements of a combined County/City of Tucson 9-1-1 PSAP, dispatch and emergency operations control center.

- A. The Consultant shall complete a comprehensive voice radio and mobile data radio needs assessment for the organizations listed in Table 1 below to define desired operational, functional, and technical system capabilities. The assessment shall project growth that is expected within the next twenty years – the desired supported lifespan of a new communications network.

Table 1: PCWIN Bond Funded Participating Member Agencies

<u>Fire Agencies</u>	<u>Police and Emergency Services Agencies</u>
Ajo/Gibson Volunteer Fire Department	Marana Police Department
Arivaca Volunteer Fire Department	Oro Valley Police Department
Avra Valley Fire District	Pascua Yaqui Police Department
Corona de Tucson Fire District	Pima College Department of Public Safety
Drexel Heights Fire District	Pima County Sheriff's Department
Elephant Head Volunteer Fire Department	Sahuarita Police Department
Golder Ranch Fire District	South Tucson Police Department
Green Valley Fire District	Tohono O'odham Tribal Police
Helmet Peak Fire District	Tucson Airport Authority Police
Mt. Lemmon Fire District	Tucson Police Department
Northwest Fire District	University of Arizona Police
Pascua Pueblo Fire Department	Pima County OEM & Homeland Security
Picture Rocks Fire District	
Rincon Valley Fire District	
South Tucson Fire Department	
Three Points Fire District	
Tohono O'odham Fire Department	
Tucson Airport Authority Fire Department	
Tucson Fire Department	
Why Fire District	

The needs assessment shall include present and future mobile data requirements. The initial goal of the project is to provide a common data network on which partner agencies may transmit data. The final report shall document the technical network requirements of the mobile data applications currently in use by the participating agencies to help define the requirements of a future data radio network and include requirements for a new AVL solution. Requirements for the wireless data segment shall provide privacy and integrity protection mechanisms necessary to satisfy the requirements of the Arizona Criminal Justice Information System (ACJIS) and to satisfy the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

Integration of software solutions is not a primary goal of the bond funded project except those that might be necessary to integrate Computer Aided Dispatch systems for the Regional Communications Center.

In February 2005 the Aerospace Corporation completed an initial assessment commissioned for the PCWIN by the National Law Enforcement and Corrections Technology Center. This resulted in the publication of the Pima County Wireless Integrated Network Technical Requirements Document (Exhibit B) and Pima County Wireless Integrated Network 2004 Voice & Data Communications Technical Assessment White Paper (Exhibit C). It is the COUNTY'S desire that the comprehensive needs assessment build upon and verify the work already completed by the Aerospace Corporation, not duplicate it. These documents are incorporated into this RFP as Exhibits and will be released to Proposers after a non-disclosure agreement is executed between the COUNTY and the Proposer.

In 2001 the City of Tucson contracted with RCC Consultants to conduct a needs assessment of the City's radio communications needs. These services resulted in publication of the Radio Replacement Project Phase 2 Final Report. This report will be made available for use as a resource during the needs assessment phase of the project.

PCWIN partner agencies interoperate with State and Federal organizations in day-to-day, task force, and mutual aid events. The needs assessment must therefore consider these needs and include key State and Federal agencies (See Table 2). The State of Arizona Public Safety Communications Committee engaged the MACRO Corp. to complete a statewide radio interoperability needs assessment in July 2004. The results of the State of Arizona Public

Safety Communications Committee Statewide Radio Interoperability Needs Assessment (Exhibit D) report should be considered during the needs assessment. Additionally, the Arizona Division of Emergency Management & Homeland Security has undertaken an initiative to develop a plan to improve the effectiveness of voice radio based interoperability among public safety agencies throughout the State. RCC Consultants, Inc. was hired to complete a needs analysis and to make recommendations to the State. Their findings, published in the Arizona Radio Interoperability Report (Exhibit E) should be considered during the needs assessment. Next, the Federal Integrated Wireless Network (IWN) project is currently conducting a needs assessment for Federal agencies operating in Southern Arizona. The results of their assessment should also be considered. Finally, the needs assessment should determine future needs to interoperate with the Phoenix/Mesa Regional Radio network.

The National Fire Protection Association (NFPA) 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems shall be referenced for requirements associated with fire services. This standard may be ordered from NFPA.

Table 2: State and Federal Agencies Requiring Interoperability

<u>Federal Agencies</u>	<u>State Agencies</u>
Customs and Border Protection	Arizona Department of Public Safety
Immigration and Customs Enforcement	Arizona Game & Fish
Federal Bureau of Investigation	
Drug Enforcement Administration	
Bureau of Alcohol, Tobacco, Firearms & Explosives	
U.S. Marshal's Service	
U.S. Forest Service	
National Park Service	

B. The Consultant shall complete a comprehensive needs assessment for the City of Tucson, Pima County Sheriff's Department, and the Pima County Office of Emergency Management & Homeland Security to define operational, functional and technical system capabilities and requirements for facilities, facility sub-systems, utilities and security, 9-1-1 and administrative telephone systems, and voice and data radio communications systems for a communications facility that will host each of these entities. Requirements for back up facilities and Computer Aided Dispatch (CAD) software integration will also be documented. We anticipate that as the County and City of Tucson co-locate into a single dispatch facility that it may be advisable to combine the 9-1-1 Public Safety Answering Points into a single call reception area. If this were to result we would anticipate needing a mechanism to enter data then to have that information passed on to one or more of the three CAD systems deployed by these agencies.

The final report shall present the analysis methodologies employed, the identification of goals and objectives, and a documentation of the process and findings. It shall also offer a prioritized tabulation, descending from the highest to the lowest level, of the needs which have been identified above. ***The summary shall indicate needs that are essential to meet operational requirements and those that are desirable but not considered as critical.***

2.2 Legacy Systems Characterization

The Consultant shall issue a complete and comprehensive "Legacy Systems Characterization Report". We intend to leverage our existing resources to compliment or support new systems. We can reasonably assume that the components that will be reused will at a minimum include the City of Tucson and Pima County microwave and fiber optics transport systems, and antenna sites. Additionally, it is anticipated that antenna sites operated by the Tohono O'odham Nation will also be reused in a new system.

The Consultant shall:

- A. Survey and assess the physical condition, functionality, and performance of the current voice radio, mobile data communications, microwave, and network systems components in use by the partner agencies that are expected to be re-used in a new system (See above).
- B. Survey the physical condition of existing antenna sites that are expected to be re-used in a new system to assess the condition of the site, what equipment is located there, tower capacity, grounding, utilities, site security and other factors for applicability in a future system.
- C. Perform and generate customary engineering data and drawings representing RF coverage predictions, microwave

path studies, voice radio traffic analysis, facilities, internetworking, and equipment condition assessments of existing systems expected to be re-used in a new system.

- D. Review and summarize the completeness, accuracy, validity, and regulatory compliance of any radiotelephone operator frequencies licenses and microwave data link frequencies under authority of the FCC and tower superstructure licenses under authority of the FCC and FAA applicable for re-use in a new system.
- E. Inventory the radio subscriber equipment of each of the organizations listed in Table 1 and report present radio inventory, expected growth over twenty years, and suitability for reuse in the new system.

2.3 System Alternatives and Recommendations

The Consultant shall survey viable voice radio, data radio, network, 9-1-1 PSAP, and telephone/telephony system solutions that could satisfy the largest combination of user needs and issue a complete and comprehensive “System Alternatives & Recommendation Report”.

The Consultant will at a minimum:

- A. Evaluate the Association of Public Safety Communications Officers (APCO) P-25 standard for public safety LMR systems and advise on the pros and cons of adopting the standard for the PCWIN project.
- B. Evaluate public safety trunked radio systems and technology presently on the market and recommend the most technically viable method of achieving trunked voice operation. Conventional, trunked network, and simulcast vs. multicast architectures shall be considered. The Consultant’s study shall be independent of manufacturer and technology.
- C. Evaluate wireless data radio systems and technology presently on the market and recommend the most technically viable method of achieving countywide wireless mobile data communications.
- D. Evaluate and compare and contrast existing building sites selected for possible use as a primary communications facility and document recommended site selection criteria and recommendations.
- E. Evaluate 9-1-1 Public Safety Answering Point (PSAP) and telephone switching and voice over IP (VoIP) systems presently on the market and recommend the most technically viable solutions to meet the needs determined for the communications center.
- F. Construct and compare cost estimates for each viable alternative including cost of hardware, software, test, and commissioning; any infrastructure improvements needed; maintenance and operating costs; maintenance support facilities; internal project management and training costs.
- G. Compare and contrast the alternative system solutions and strategies based on technical, operational, and economic characteristics. Recommend and justify the most viable, cost-effective solutions.
- H. Explain the evaluation criteria used and how it was applied to each element.

2.4 Concept of Operations

The Consultant shall analyze the user needs, system alternatives, existing legacy systems and environmental, organizational, and political factors that will influence the PCWIN project and present a “Concept of Operations Document” (ConOps).

The ConOps document shall describe the existing systems and facilities that are to be replaced; provide justification for new systems and facilities and any restrictions; and describe the proposed system(s) and facilities and concepts for their use, management, maintenance, operation and sustainability.

The ConOps analysis activity should result in a document that bridges the gap between the user’s needs and visions and the developer’s technical specifications. The final document should include:

- A. A description of user’s operational needs without becoming bogged down in detailed technical issues.
- B. Documentation of system’s characteristics and the user’s operational needs in a manner that can be verified by the user without requiring any technical knowledge beyond that required to perform normal job functions.
- C. User’s stated desires, visions, and expectations without requiring quantifiable testable specifications.
- D. A description of design constraints, the rationale for those constraints, and the range of acceptable solution strategies.
- E. Describe how interoperable voice communications will be used to improve the delivery of public safety services.
- F. Describe how the planned concept of operations for the dispatch and emergency operations center will improve the delivery of public safety services.

2.5 Business Plan Development

The Consultant shall publish and present a recommended business plan. The plan shall:

- A. Detail PCWIN program goals and objectives.
- B. Detail options for a long term governance plan.
- C. Detail a strategy for acquiring the services, equipment and facilities necessary to achieve the PCWIN mission.
- D. Detail lifecycle support models for operating and maintaining new systems and facilities for a minimum of 20-years.
- E. Detail a cost sharing model for sustaining new systems and facilities in the future.
- F. Detail systems operating, maintenance and replacement cost projections.
- G. Detail an operations plan and staffing models for the 9-1-1 PSAP, emergency dispatch and EOC facility.
- H. Create staffing models for systems maintenance and engineering support functions.
- I. Detail a voice communications plan that compliments the County emergency response plan.
- J. Detail project risks and offer a management plan.
- K. Detail a rough order of magnitude estimate of the cost to implement the program goals and objectives and a timetable for bond sales to achieve the implementation.
- L. Detail a frequency spectrum and channel plan.
- M. In consultation with the Pima County Attorney's Office, draft language for intergovernmental agreements to be implemented between the partner agencies.
- N. In consultation with the Pima County Attorney's Office draft language for intergovernmental agreements for shared use of other agencies resources and assets.

3 Phase II – Conceptual Architecture Planning

In consultation with the User and Technical Committees, the Consultant shall prepare a complete and comprehensive “Conceptual System Design Package”. The report shall describe in detail the “To-Be Model” that is to be achieved by the PCWIN project. Section 9 contains a list of references for national standards that should be referenced and cited from as applicable.

3.1 Functional Requirements

Based on the final approved User Needs Assessment Report, the Consultant shall prepare a comprehensive set of functional requirements for the development of each PCWIN program segment. These functional requirements shall be expressed in such a manner that they can be used as specifications for subsequent engineering development of the program.

The report shall also include a section for each of the below listed areas which includes:

- A. Quantitative/qualitative research information.
- B. Analysis of the presented information.
- C. Conclusions and appropriate recommendations including criteria used to arrive at the conclusions.

3.2 Dispatch & Emergency Operations Center

Detail primary and alternate facility requirements and locations.

- A. List requirements for a new facility. Requirements shall minimally include:
 1. Building space requirements, features and amenities
 2. Security
 3. 9-1-1 PSAP telecommunications architecture
 4. Administrative telecommunications architecture
 5. Information technology and network architecture
 6. Voice radio console requirements
 7. Automatic vehicle locator interface requirements

8. Intra facility communications requirements to facilitate exchanges of information between the communications unit and emergency operations center
 9. Utilities and back up power systems
 10. Furnishing requirements
- B. Evaluate need for back-up facility and associated requirements.
 - C. Determine suitability of existing facilities to meet determined needs for a back-up facility. If unsuitable, determine selection criteria for back-up facilities.
 - D. Detail switchover plans and issues.
 - E. Create building development cost models.

3.3 Voice and Data Radio Systems

- A. Develop conceptual voice radio and mobile data system preliminary engineering design drawings, diagrams, and schematics for the recommended system solution.
- B. Develop channel loading statistics for voice radio and mobile data systems. These statistics will consider all PCWIN participant agencies as well as other public safety and municipal agencies that might predictably migrate to the system. The Consultant shall indicate the maximum capabilities of the fully expanded system, when the project partners can expect to reach the system's limitations, what the options are once that point is reached, and what model was used for predicting channel utilization. The COUNTY expects the systems proposed to have expansion capability to operate with full functionality and without lost calls at the projected peak loading for a minimum of 20 years after the date of final acceptance.
- C. Develop a channel plan that maximizes the resources available, devise a frequency reuse strategy, determine the capacity of the channels (considering both voice and mobile data), and if required, obtain additional channels of sufficient quantity to meet the present and anticipated requirements not met by existing channels. The channel plan shall include all of the planned operational talk groups. The Consultant shall design and include contingency programming for all of the subscriber equipment that will be loaded into the units for potential public safety emergencies. Users shall be able to travel throughout Pima County and be able to communicate to their agency dispatch and other units on the network. The Consultant shall consider any potential interference (both co-channel and adjacent channel) to or from existing users when developing the channel plan. The Consultant may consider if required, additional radio frequency bands that are not presently in use. In determining a usable frequency, the Consultant shall consider one that may be used in: the same radio, a mobile antenna with 3 dB of gain, and the same duplexer or transmitter combiner network.
- D. Define RF coverage requirements including in-building coverage requirements. Develop RF propagation maps and data for existing and potential radio sites. The project partners have a significant number of existing communications sites. The Consultant may desire to propose new radio transmitter or receiver sites to facilitate a design. The Consultant shall confirm the viability of using existing sites and recommend any new sites that might be required to achieve the project objectives. The Consultant shall document any new transmitter sites, microwave sites, or other infrastructure architecture changes that are necessary to achieve the required coverage. The Consultant's design shall develop options that will increase the coverage reliability. The Consultant shall consider the use of existing radio assets when it is technically possible and the equipment is of satisfactory condition and quality.
- E. The Consultant shall design an upgrade to the existing Pima County microwave network that will support the new LMR systems. The microwave network should have the capacity necessary to support the COUNTY'S projected requirements for twenty years.
- F. Tabulate hardware and software quantities.
- G. Construct top-level system performance and operational objectives, and identify measurement tools.
- H. Detail a plan for a phased approach to implementing a new regional communications system with attendant communications centers. The plan shall include detailed information on how the PCWIN partners will transition from their present radio system to a regional system. Costs and timelines for each phase shall be included.

3.4 Automatic Vehicle Locator System

- A. Operational architecture
- B. Network requirements
- C. Technical network requirements
- D. Software requirements
- E. Minimum hardware requirements

3.5 Cost as an Independent Variable Analysis

The Consultant will be required to analyze the costs associated with each requirement against needs and limitations then produce a cost decision matrix that will illustrate start up costs and "Total Cost of Ownership" projections to include a preventative maintenance plan that includes a (1), (5), and (10) year PM schedule, System upgrades, Subsystem replacements, and training for each component of the PCWIN project to aid the Executive Management Committee with adjustments to program goals prior to the acquisition process. The final report will contain a revised timetable for bond sales requirements to support the project.

4 Phase III – Procurement Technical Specification (Solicitation Ready Final Design Document Preparation)

Working in conjunction with the Pima County Procurement Department the Consultant shall prepare and issue a technical specification designed for insertion into the Pima County system solicitation (RFP) package accurately and clearly representing the Conceptual System Design Package for solicitation of a systems integrator to provide architectural and engineering, detail design, construction, program management, software integration, testing, training, support and implementation services for approval of the Executive Management Committee.

- A. At a minimum the following will be included.
 - 1. Firm, measurable delivery and system performance requirements
 - 2. Industry standards requirements
 - 3. RF Coverage test requirements
 - 4. Equipment and systems acceptance test requirements
 - 5. User operational and maintenance training requirements
 - 6. Document deliverables such as technical "as-built" drawings and user manuals
 - 7. Facility specifications to meet the requirements determined in section 3.2
- B. Generate for COUNTY consideration a technical proposal evaluation process and scoring criteria.

5. Phase IV – Systems Integrator RFP Solicitation Support

- A. Prepare RFP distribution list.
- B. Participate in pre-proposal conference.
- C. Assist the COUNTY by responding to written clarification questions submitted from plan holders.
- D. Assist COUNTY with review and initial scoring of technical proposals according to technical scoring criteria.
- E. Prepare for COUNTY transmittal to respective Proposers, any interrogatory questions on technical component of all proposals needed to help clarify the proposer's offer. Review all proposer responses.
- F. Participate in, and facilitate oral interviews with most qualified Proposers.
- G. Follow-up with additional questions as necessary to ensure all technical issues are clarified.
- H. Support the COUNTY'S call for best-and-final offer (BAFO).
- I. Review proposer responses, oral presentations, and BAFO, and amend initial technical scores as needed to reflect final proposal grades. Issue final technical evaluation scores and source selection recommendation to the COUNTY.
- J. Participate in technical contract negotiations. Update the technical specification such that it conforms to the negotiated technical, functional, and deliverable requirements.
- K. Support any possible public records requests and formal protests lodged regarding the solicitation process and outcome.

6. Phase V – Technical and Project Management Oversight

- A. Participate in the project kick-off meeting, and scheduled project status meetings and/or teleconferences held with the systems integrator throughout the duration of the voice radio and mobile data system contract.
- B. Oversee technical data exchange between the PCWIN partner agencies and the systems integrator during the detailed design phase of the project.
- C. Review, provide comments on, or recommend approval of the systems integrator's detailed system design package(s) for contractual compliance and for technical suitability according to the PCWIN participant user needs.
- D. Assist in the oversight of the systems integrator's work as it relates to construction and/or modification of facilities, factory staging and test, installation and check-out, formal acceptance testing and operational "cut-over" and commissioning, of systems equipment.
- E. Assist COUNTY in the development and implementation of operations and maintenance standards, polices, procedures and management structure to sustain systems after final acceptance.

7. Document Deliverables Requirements

To provide opportunity for PCWIN participants to review and comment on draft deliverables the Consultant will be required to conduct oral briefings on the specific contents of each deliverable for the User and Technical Committees and provide a mechanism and period of time to capture comments and recommendations before producing a final draft document for review and comment by the PCWIN project office. Following review of the final draft by the project office an oral presentation will be made to the Executive Management Committee for final comment. After this presentation a finished product may be published and delivered. Comments obtained through the review process shall be documented with a notation of how individual items were resolved or handled. This documentation shall be submitted in addendum to the deliverable report for historical record keeping purposes.

Final submission of reports and documents shall require fifteen (15) original printed copies and one electronic copy on CD-Rom presented in the file format for the most current version of the following applications: Microsoft Project, Microsoft Visio, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, or AutoCAD. Other file formats must be approved in advance by the COUNTY.

8. Schedule

The COUNTY desires to have Phases I – III completed within nine (9) months following the date action is taken by the Pima County Board of Supervisors to approve a contract with the selected Consultant. ***However, the County is willing to consider alternate timelines that proposer might propose if the proposer can demonstrate that the alternate timeline will result in a more complete product.***

CONTRACTOR shall reveal to the COUNTY all relationships with individuals and/or firms that are involved in the types of products and services identified herein. CONTRACTOR shall update COUNTY regarding any relationships with such firms that develop during the contract period and shall inform COUNTY of all information received from such firms. CONTRACTOR will not be eligible for any subsequent contract as a result of this project, as neither will any partnership, association or corporation in which CONTRACTOR has an interest or any relationship.

At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve a smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, from COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

END OF EXHIBIT I