COMMUNICATION SYSTEM UPGRADE PROJECT

REQUEST FOR PROPOSAL
For the Provision of
Communication System Upgrade Project Management Services
RFP Closing June 23, 2016 at 2:00PM

Issued by:
Washington County Consolidated Communications Agency (WCCCA) /
Clackamas 800 Radio Group (C800)
11300 SE Fuller Rd Milwaukie, Oregon 97222
REQUEST FOR PROPOSAL

Professional Services - Introduction

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Offers from qualified Firms or Individuals (Proposers) interested in providing WCCCA/C800 with Communication System Upgrade Project Management Services.

A pre-proposal conference will NOT be held.

Proposers must submit an Offer pursuant to the provisions of this Solicitation to WCCCA/C800 11300 SE Fuller Rd Milwaukie, OR 97222.

SOLICITATION CLOSING: June 23, 2016 at 2:00PM

Offers will be recorded. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

PROPOSERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT WCCCA/C800 RECEIVES ITS OFFER. LATE OFFERS WILL NOT BE ACCEPTED.

Questions and comments regarding this solicitation must be in writing and directed only to the undersigned by email to john.hartsock@C800.org.

Sincerely,
John Hartsock
1. **INTRODUCTION.** This Solicitation is issued pursuant to WCCC/C800 Public Contracting Rules (Rules) and ORS 279B.060. The term "Agency" throughout this Solicitation means WCCC / C800. The term “Proposer” means the Person or Firm that submits an Offer in response to this Solicitation. The term “Provider” means the Proposer(s) awarded a Contract(s) as a result of this Solicitation.  

**Note:** WCCC/C800 reserves the exclusive right to divide the Work between multiple Proposers and to issue multiple Contracts at their sole discretion.

2. **SOLICITATION REVIEW.** Proposers must carefully review this solicitation and are responsible for knowing and understanding the terms and conditions included in or applicable herein. Unless defects, ambiguities, omissions, or errors are brought to the Agency's attention by noon on the SEVENTH (7) calendar day prior to the Closing, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) may not be favorably considered.

3. **OFFER.** A Proposer’s submission in response to this Solicitation is an offer to enter into a Contract. By Signing and returning the Offer, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions herein. The Offer is a "firm offer," and must be held open by the Proposer for the Agency's acceptance for sixty (60) days. The Agency's Award of a Contract constitutes acceptance of the Offer and binds a Provider to the Contract. The Proposer must not make its Offer contingent upon the Agency's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

4. **COORDERATIVE PROCUREMENT.** This Solicitation is a Permissive Cooperative Procurement.  
   a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally: 
      i. Authorized Agencies may establish a Contract with the Provider to purchase the Goods and Services awarded by this Solicitation;  
      ii. Authorized Agencies may not Materially Change or alter the terms, conditions, and prices from the Original Contract between the Provider and the Agency. 
   b. Providers must state (on the Proposer Certification Form, enclosed) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Provider resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation. 
   c. The Agency may make amendments to a Permissive Cooperative Contract.

5. **OFFER PREPARATION.** Failure to submit Offers in accordance with the provisions of this Solicitation shall be grounds to declare the Offer as non-Responsive. Proposers must:
   a. Submit a completed Proposal in accordance with Section II. 
   b. Provide the Agency with all required or requested documents and descriptive literature; 
   c. Initial any corrections or erasures to its Offer; 
   d. On the Proposer Certification Form (see enclosures) provide: 
      i. Whether the Proposer is/is not a "resident Proposer," as defined in ORS 279A.120(1); 
      ii. Certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and 
      iii. Written acknowledgment of receipt of all Addenda.
6. OFFER SUBMISSION.
   a. To ensure proper identification and handling, Offers must be submitted in a sealed envelope or box marked with the Proposers name and address and the RFP name in large block numbers.
   b. Offers must be mailed or hand delivered to 11300 SE Fuller Rd Milwaukie, OR 97222. Facsimile and/or Electronic Offers will not be accepted.
   c. The Agency is not responsible for Offers submitted in any manner, format or to any delivery point other than as required.
   d. Proposers are solely responsible for ensuring that the Agency receives their Offer at the required delivery point prior to Closing.

7. PRE-PROPOSAL CONFERENCE. If a pre-Proposal conference is conducted it is to explain the Solicitation requirements, to provide information, or to conduct site inspection. The conference will allow Proposers an opportunity to address deficiencies, defective specifications, or other Solicitation concerns. The purpose is to identify and resolve issues that have the potential of generating an Award protest. Statements made by Agency representatives at the pre-Proposal conference shall not change the Solicitation unless the Agency confirms such statements with a Written Addendum. If the pre-Proposal conference is mandatory then only those Proposers that attend the conference may submit an Offer.

8. ADDENDA.
   a. The Agency may change this Solicitation only by Written Addenda.
   b. Proposers must provide written acknowledgment of receipt of any Addenda on the provided Proposer Certification Form.
   c. The Agency shall issue Addenda to all known proposal participants (plan holders) by facsimile.
   d. Proposers are responsible to make inquiry as to any addenda issued by contacting the person listed on the introduction page of this solicitation.
   e. At its discretion, the Agency may extend the Closing to allow Proposers time to analyze and adjust to changes.

9. MODIFICATION OR WITHDRAWAL. A Proposer may modify or withdraw its Offer in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in OFFER SUBMISSION above. A Proposer may also deliver its modification or withdrawal in person. Proposers are responsible for ensuring that the Agency receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

10. RECEIPT, OPENING, AND RECORDING OF OFFERS.
    a. The Agency must electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The Agency’s official bid time clock is located in the lobby of the Agency at 11300 SE Fuller Rd Milwaukie, OR. In the event an Offer is too large to be time stamped a separate piece of paper will be time stamped and attached to the Offer or the envelope will be marked by hand with the date and time received.
    b. The Agency shall not be responsible for the premature opening or failure to open an Offer that is not properly addressed and/or identified.
    c. After Closing, Offers’ will be recorded. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has published. Evaluation shall be pursuant to Section II.
11. LATE OFFERS, WITHDRAWALS, OR MODIFICATIONS. Any Offer received after Closing is late. A Proposer's request for withdrawal or modification of an Offer received after Closing is late. The Agency must not consider late Offers, withdrawals or modifications except as permitted in Mistakes below. The Agency reserves the right to consider Offers that have been delayed or mishandled by the Agency.

12. MISTAKES BY PROPOSER. The Agency shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes. The Agency must not allow a Proposer to correct or withdraw an Offer for an error in judgment. The Agency must reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents accompanying the Offer. If mistakes in an Offer are discovered after Opening, but before Award of the Contract, the Agency may:
   a. Waive, or permit a Proposer to correct, a minor informality; a matter of form rather than of substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
   b. The Agency may correct a clerical error if the error is evident on the face of the Offer, or other documents submitted with the Offer, and the Proposer confirms the Agency's correction in writing.
   c. The Agency may permit a Proposer to withdraw an Offer based on one or more clerical errors in the Offer.

13. AWARD.
   a. The award of a contract in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the WCCCA/C800 Boards, the Agency reserves the right to cancel any Solicitation at no penalty.
   b. If awarded, the Agency shall award a Professional Services Contract(s) to the responsible Proposer(s) that submits the most advantageous of those submitted, and that meets the minimum technical requirements and all of the requirements of the solicitation.
   c. The Agency may award multiple contracts if beneficial to the Agency for adequate availability, delivery, service, competition, pricing, or other factors deemed significant by the Agency. This notice of Multiple Awards does not preclude the Agency from awarding a single Contract.
   d. The Agency may award a Contract for parts of the Solicitation for which acceptable Offers have been received.
   e. The Agency may award all or none of the Offers if the evaluation shows an all or none Award to be the most advantageous or in the best interest of the Agency.
   f. The Agency may reject all or part of Offers and may issue a new Solicitation on the same or revised terms, conditions and Specifications.

14. NOTICE OF INTENT TO AWARD. The Agency must provide written notice of its Intent to Award (NIA) to all Proposers at least SEVEN (7) calendar days before the Award of a Contract, unless the Agency determines that circumstances require prompt execution of the Contract. The NIA will be sent by Email to all Proposers. The Agency's Award must not be final until the latter of the following: SEVEN (7) calendar days after the date of the NIA, or until the Agency provides written response to all timely filed protests denying the protest(s) and affirming the Award.

15. OFFER REJECTION.
   a. The Agency may reject any Offer:
      i. When the rejection is in the best interest of the Agency.
      ii. When the Offer is contingent upon the Agency's acceptance of terms and conditions (including
Specifications) that differ from the Solicitation.

iii. When the Offer takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
iv. That fails to meet the Specifications of the Solicitation.
v. That is submitted late.
vi. Not in substantial compliance with the Solicitation, or with all prescribed public procurement procedures.
vii. Not in compliance with 279A.105, ORS 279B.120, and/or 279B.130.
viii. When the Proposer is non-Responsible pursuant to ORS 279B.1 10.

b. The Agency may reject all Offers based upon the following criteria:

i. As set forth in ORS 279B.100. The Agency must notify all Proposers of the rejection, along with the reasons for rejection.
ii. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
iii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Offer.
iv. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
v. Causes other than legitimate market forces threaten the integrity of the competitive process. Such as collusion, corruption, and/or inadvertent or intentional errors in the Solicitation.
vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

16. PROTEST, CHANGE, CLARIFICATION. Proposers may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this Solicitation:

a. Questions. All questions regarding this Solicitation must be submitted in writing. No oral questions will be accepted other than at the pre-Proposal conference. All questions received prior to the deadline will be answered by Addenda.

b. Change, Clarification, Protest. A prospective Proposer may protest the Procurement Process or the Solicitation Document as set forth in ORS 279B.405 (2). Proposer written comments shall include:

i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
ii. A description of the resulting prejudice to the Proposer;
iii. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

c. Delivery. Written questions, changes, clarification, or protest must be emailed to john.hartsock@c800.org or hand delivered to C800 11300 SE Fuller Rd Milwaukie, OR 97222.

d. Deadline. Questions, changes, clarifications, or protests must be received by the Agency by noon on the SEVENTH (7) calendar day prior to the Closing.

e. Response. All Proposers will be provided notice of the Agency’s determination (i.e. entirely rejects or agrees with) in a written addenda to any questions, changes, clarification or protest.

f. Protesters must exhaust all administrative remedies before seeking judicial review.
17. **AGGRIEVED PROPOSER.**

a. A Proposer may protest the Award of a Contract, or the Intent to Award a Contract if:

   i. The Proposer is adversely affected because the Proposer would be eligible for Award of the Contract in the event that the Protest were successful; and

   ii. The reason for the Protest is that (the aggrieved Proposer must provide details):

      A. All higher scoring Offers are non-Responsive;

      B. The Agency has failed to conduct the evaluation of Offers in accordance with the criteria or processes described in the Solicitation;

      C. The Agency’s evaluation of Offers or the Agency’s subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.

b. Protests must be made in Writing and shall specify the grounds for the Protest as outlined above. Protests may be emailed to john.hartsock@c800.org. Aggrieved Proposer is responsible to ensure receipt of the protest.

c. The aggrieved Proposer must serve all other Proposers by Fax and/or Email with notice of its appeal to allow for rebuttal.

d. The Agency must not consider a Protest submitted after 12:00 Noon on the SEVENTH (7) Day after the date of the Notice of Intent to Award.

e. The Agency must issue a Written Disposition of the Protest in a timely manner. The Agency’s Manager has the authority to settle any protest. If a Protest is not settled by the Manager, the Chair of the Agency’s Board, or designee, has the authority to resolve the Protest. If the Agency upholds the Protest, in whole or in part, the Agency may in its sole discretion either Award the Contract to the successful protestor or cancel the Solicitation.

f. Proposers must exhaust all administrative remedies before seeking judicial review.

18. **OFFER COSTS.** The Agency is not liable for any costs incurred by the Proposer in its Offer preparation.
SECTION II - RESPONSE AND EVALUATION

1. **INTRODUCTION.** This section prescribes the mandatory format for the presentation of an Offer in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Offer. Failure to submit Offers in accordance with the provisions of this Section and Section I paragraphs 5 and 6 shall be grounds to declare the Offer non-responsive. Failure to provide any information requested in the Solicitation may result in rejection of the Offer.

2. **OFFER FORMAT.**
   a. Proposer shall submit an ORIGINAL, two copies and an electronic copy in a PDF format of its Offer pursuant to Section I, paragraph 6 Offer Submission.
   b. Proposer’s Offer shall include all forms and required text, in paragraph 3 below, and should be submitted typewritten on 8-1/2 x 11 size paper, double sided and stapled in the upper left corner.
   c. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Offer are not desired. Elaborate art work, expensive paper or binders, and expensive visuals are not necessary.
   d. Complete, concise and direct answers are encouraged.

3. **OFFER CONTENT.** Proposer shall present an Offer, and submit all attachments as required, in the order listed:
   a. PROPOSER CERTIFICATION. This document is provided and shall be the cover sheet for your Proposal document, see enclosures. The certification must be signed by the person authorized to obligate and represent the Proposer regarding all matters related to the proposal.
   b. POLICY AND OPERATIONS.
      i. Describe in detail how the services will be provided and the organizational approach. Address each item in the Statement of Work section. Focus on the Firm’s ability to perform all of the required tasks.
      ii. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
      iii. Provide a statement of agreement to the insurance clause in the sample Personal Services Contract incorporated by reference (see Enclosures).
   c. EXPERIENCE AND QUALIFICATIONS.
      i. Provide a brief narrative of the Proposer's background and history. Generally describe previous experience related to furnishing the services required by this RFP.
      ii. Disclose whether, within the last five years, the Proposer or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
      iii. Describe the Proposers’ responsibilities and the scope of work for at least two projects similar to the complexity and magnitude of the scope of work described within this Solicitation.
   d. KEY PERSONNEL. Include:
      i. Name of principal(s) and principal project contact
      ii. List of other key personnel; describe his/her relevant qualifications and experience, including degrees, certifications and licenses. Attach resumes of all those that will be involved in the delivery of the service.
      iii. Describe the roles of key personnel involved in the work, providing clear statements of each individual’s title, qualifications and responsibilities.
4. EVALUATION OF OFFERS.
   a. Responsiveness and Responsibility. The Agency will utilize the following objective factors to determine if proposals are Responsive and Proposers are Responsible:
      i. RESPONSIBILITY OF PROPOSER. Before awarding a Contract, the Agency must determine that the Proposer submitting the most Advantageous Offer is Responsible. The Agency must use the standards set forth in ORS 279B to determine if a Proposer is Responsible. In the event the Agency determines Proposer is not Responsible, it must prepare a written determination of non-responsibility as required by ORS 279B.110 and must reject the Offer.
      ii. CONTINGENT OFFERS. The Proposer must not make its Offer contingent upon the Agency's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
      iii. NON RESIDENT PROPOSERS. In determining the most Advantageous Responsible Offer, the Agency must apply the reciprocal preference set forth in ORS 279A.120 (2)(b).
      iv. RECYCLED MATERIALS. The Agency may give preference for Recycled Materials as set forth in ORS 279A.125.
      v. CLARIFICATION OF OFFERS. After Opening, the Agency may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Offer.
      vi. NEGOTIATION. The Agency may only conduct discussions or negotiate with Proposers in accordance with ORS 279B.060 (6)(b). After Award of the Contract, the Agency may only modify an awarded Contract in accordance with Agency Purchasing Rules.
      vii. OBJECTIVE CRITERIA. The Agency may allow, at its discretion, certain other objective evaluation criteria.
   b. Proposal Evaluation, Scoring. The Agency will evaluate and measure the merit of each Responsive Offer received in accordance with the subjective evaluation criteria defined below to determine which Offer will provide the Agency with the most advantageous and best overall value. The Agency, at its sole discretion, will select the Proposer(s) which, in the judgment of the evaluation committee, best meets the interests of the Agency. The recommendations of this committee will be a consensus and will be final.
      i. Level of Policy and Operations. 25 points
         A. Is the detail provided adequate to determine compliance with the requirements? Is the response complete? Is there evidence of conflicts? Is the Proposer capable of supplying the Insurance required? Does the Proposer understand the project?
      ii. Level of Experience and Capabilities. 50 points
         A. How long has the Proposer been in business? How much recent experience does the Proposer have performing similar work in support of Public Safety Communications Systems or similar RF technologies? Has the Proposer performed work of the scale being sought?

REFERENCES. Provide at least 5 professional references: agency name, contact name, phone and fax or email address, brief description of the project. Two of the references may be the same as provided in Experience and Qualifications above.

FEE PROPOSAL. Provide a Fee Proposal as outlined in Section IV of this RFP.

ADDITIONAL DATA. Provide any additional information that will aid in evaluation of the response. This part of the Offer may also include descriptions of any enhancements or additional services or qualifications the Offeror will provide that are not mentioned in this Solicitation.
B. Can the Proposer easily scale up to the volumes anticipated in the RFP? Did the Proposer produce positive references?

iii. Level of Staff Experience and Training. 40 points

A. What directly related experience has the key staff that will be assigned to the contract? What are the Proposer's standards for staff training and experience? Is the staffing level adequate for this project?

iv. References. 10 points

A. What did provided references report about the Proposer’s overall customer service, response timeliness, and reporting capabilities?

v. Pricing. 50 points

A. Cost or pricing are compared each offer submitted and weighted accordingly (lowest price scores the highest, all other higher prices offers are weighted against the lowest offer).

vi. Additional Data. 5 points

A. Does the additional data add value to the proposal?

vii. Quality of Proposal. 5 points

A. Responsiveness to solicitation requirements, terms, conditions, readability, neatness, clarity, etc. Is the proposal logical, reasonable and professional?

5. SCHEDULE FOR SELECTION. The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Request for Proposals.

Project Milestone Completion Date:   June 30, 2019
Pre-proposal conference:                None
Deadline for Questions:    June 16, 2016
Issue Addenda:     June 17, 2016
Submit Proposals:   June 23, 2016 2:00PM
Notice of Tentative Award:   July 7, 2016
SECTION III - STATEMENT OF WORK

1. BACKGROUND.
   a. The Washington County Consolidated Communication Agency (WCCCA), and the Clackamas 800 Radio Group (C800), are both ORS 190 organizations (Government Joint Ventures); each owns and operates the public safety communications system serving their respective counties.

   The WCCCA/C800 partnership is comprised of all the public safety providers (law enforcement / fire / EMS within Washington and Clackamas counties with the exception of Hoodland RFPD. Their mission is to provide public safety radio and data communications for the member agencies.

   WCCCA and C800 entered into an intergovernmental agreement to combine the systems for greater efficiencies and interoperability of public safety communications. WCCCA manages and maintains the combined system.

   The current communication system has 11 public safety communication sites in Washington County and 10 public safety communication sites in Clackamas County. The WCCCA system was installed in 1990 and the C800 system in 1999.

   b. WCCCA/C800 have developed a plan to upgrade the current system with a P25 digital 800MHz trunked radio system. The project will include but not be limited to new digital communication equipment, microwave systems, project management consulting, communication site acquisition, design, and construction. There are 5 new public safety communication sites in Washington County and 14 new public safety communication sites in Clackamas County contemplated.

2. SCOPE.
   a. The purpose of this solicitation is to establish a Not to Exceed contract between the Provider and WCCCA/C800 for provision of Communication System Upgrade Project Management Services as outlined below.

   b. The Provider shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the assigned Work including, but not limited to, materials, labor including subcontractor, transportation, and incidentals.

   c. Provider shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.

   d. Provider shall employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

3. DELIVERABLES: Completed comprehensive Project Management services as outlined in the Scope of Work.

4. PROVIDER'S RESPONSIBILITIES.
   a. The Provider shall be responsible for providing the overall program coordination, scheduling, and cost oversight. The Provider shall establish project priorities and goals for project performance including budget and schedule limitations and oversee projections for and timely achievement of milestone completion dates for project(s).

   b. Qualifications include a minimum of 5 years’ complex project management experience - communication system in the wireless and/or public safety communications industry (preferred); proven experience leading projects in a short time frame; can manage several site builds at one time; good interpersonal and communication skills and can present data and forecasts accurately to WCCCA/C800.
c. The Provider shall provide organizational skills, management oversight, and fiscal control in an expeditious and economical manner consistent with the interests of the overall project or projects as assigned. The Provider primary responsibility is managing the successful implementation of all key project elements of the Communications System Replacement Project and will include but are not limited to the following:

i. Communications site acquisition, development, construction and provisioning in compliance with the most current Motorola R56 Standards and Guidelines for Communications Sites.

ii. Upgrading existing communications sites to comply with new design needs and or regulatory or land use requirements. (R56 compliant upgrades, essential facilities, tower loading and or related revisions)

iii. AC power generation and DC power and backup systems.

iv. Microwave backhaul systems (IP and TDM technologies)

v. Network management systems, security, telemetry, alarms and surveillance

vi. Wireless Ethernet connectivity to key public safety facilities (IP underlay)

vii. P25 Land Mobile Radio subscriber equipment receipt, inventory control, programming/updates, distribution and installation as appropriate.

viii. P25 Land Mobile Radio infrastructure scope of work (SOW) acceptance testing, shipping, installation, startup, optimization, systems performance and system coverage testing.

ix. P25 Land Mobile Radio subscriber cut over and final acceptance testing/approval.

x. Directly purchased and or supplier provided equipment inventories and reconciliation.

d. The Provider shall track the progress of each project element and take proactive measures to ensure that the project is on schedule and the project scope and related deliverables are fully met and contractually compliant. The Work shall include be not be limited to:

i Develop and maintain a master schedule of all assigned projects depicting key milestones, project progress, resource utilization, and project cost. All to be tracked and reported periodically, in a time progressive manner.

ii Develop and maintain a master financial schedule of all assigned projects to track individual project budget totals and cash flow.

iii Develop and support the implementation of policies and procedures for project operations

iii Manage the various project elements via their respective project managers that are assigned by the providers as contracts are established and set in motion.

iv Generate and distribute (minimum of monthly)/present periodic summary/management reports that clearly communicate the projects status, costs, progress, issues, or concerns and any corrective actions or counter measures as may be needed to maintain the master schedule.

iv Call and oversee periodic project meetings (minimum of one per month) with all others responsible for one or more key project element, collect status, create and assign actions items as needed, generate action reports and track and close all actions. Elevate any action or issue that impacts the overall schedule in a negative manner.

ivi As required attend meetings with land owners/potential land owners, public officials, and contractors as needed to assist the Site Acquisition and Design consultants to secure lands, and permits for the construction of communications sites.

ivii As required attend status meetings with WCCCA and/or C800, management and/or staff to provide timely and accurate project status and progress.

iviii Aid and/or advice in the development and execution of the procurement process as appropriate, for each key project element.
Develop, update, and manage a detailed and accurate project plan and related Master Schedule for the overall project as well as for each critical project element. This will include but not be limited to managing/coordinating with supplier/vendor provided Project Managers.

Coordinate with WCCCA and/or C800 Technical Staff to ensure deliverables/assignments are scheduled and coordinated to maintain project flow.

Directly manage vendor/supplier assigned project managers in the following disciplines;

1. WCCCA communications sites Construction Manager
2. C800 communications sites Construction Manager
3. Site Acquisition Manager
4. Architecture and Engineering Manager
5. Alternate AC Power Generation Systems
6. 48 VDC Power and Battery Backup Systems
7. Microwave Backhaul Systems
8. P25 LMR subscriber radios
9. P25 LMR dispatch systems
10. P25 LMR communications infrastructure
11. Site Alarms, Security, Telemetry and Network Management systems
12. Dispatch Recording systems
13. Personnel Notification and messaging systems
14. Fire Station Alerting and related wireless Ethernet systems
15. Frequency licensing and allocation, Fleet mapping
16. Regional System interconnection design and implementation

5. **CONTRACT.** The successful Proposer(s) will receive two Personal/Professional Services Contracts, one from WCCCA and one from C800 separately. A sample is enclosed herein and its terms and conditions are incorporated by reference.

6. **CONTRACT TERM.**
   a. **CONTRACT PERIOD.** The contract period is estimated to be: July 11, 2016 to June 30, 2019.
   b. **RENEWAL OPTION.** This contract may be renewed upon mutual agreement of WCCCA/C800 and Provider for 2 additional one (1) year periods.

7. **CONCEPTUAL PROJECT SCHEDULE**
   - Sep 1 - Oct 30, 2015 - Complete Retain Site Acquisition Consultant, Architect and Engineering Team
   - Nov 1, 2015 - Dec 31, 2016 Site Acquisition, Design, and Permitting
   - Aug 1, 2016 - Nov 1, 2017 Site Construction Procurement and Construction
   - Oct 1, 2016 - Jul 31, 2018 Radio System Procurement and Construction
   - Aug 1, 2018 – Oct 31, 2018 System Testing and Acceptance
   - November 1, 2018 System Go Live
SECTION IV - FEE PROPOSAL

1. FEE PROPOSAL
   a. All costs are to be contained in this section. Include a cost for each project element and state a grand total for all project elements i.e.
      1) Site Acquisition, Design, Permitting;
      2) Site Construction Procurement, Construction and existing site upgrades;
      3) Communication System Procurement and Construction;
   b. Proposer’s maximum fee for the requested work shall be determined as follows:
      i. Using the amount of hours estimated below: State the fee by phase, task, and total hours.
      ii. Total hours by staff classification multiplied by the hourly billing rate, depict hourly billing rates.
      iii. Cost and personnel should be clearly tied to the project specific tasks (including subcontractor personnel and costs).
      iv. Estimated reimbursables or other out-of-pocket costs. Note: Reimbursable costs include travel out of the Portland Metropolitan area when pre-approved in writing by WCCCA/C800, permit or applications fees, document reproduction when requested by WCCCA/C800. Reimbursable costs do not include local travel, mileage reimbursement, communications costs, normal and customary business office operation costs or expenses.
      v. Any other anticipated fees or costs.
      vi. Outline the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP.

2. PROJECT APPROACH AND SCHEDULE
   a. The Proposer shall include a detailed statement of its approach to the project and schedule. Include the following information.
      i. A detailed explanation of proposer’s approach to the work, the techniques the proposer expects to use, and the use of key personnel. This should include an explanation of any modifications of the work items and scope of work presented in this RFP.
      ii. Describe the projected workload of the lead project manager (including other ongoing projects during the duration of this project), key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP.
      iii. Describe the approach to the overall management and integration of all activities required by the scope of work, including quality assurance, responsibility, and cost control.
      iv. Outline a work plan and related time schedule for each significant segment of the work. This may include a GANT or PERT chart.
      v. Include an estimate of the hours each staff will spend per task substantially in the following format:

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   b. Provide any additional information about proposer’s project approach that would be beneficial to the selection committee.
Proposer Certification

Legal Name of Firm: ______________________________________

Mailing Address: _______________________________________

The undersigned certifies and agrees:

The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to (i) those prices, (ii) the intention to submit an Offer, or (iii) the methods or factors used to calculate the prices Offered.

If this Offer is accepted by the Agency, to furnish any or all items or services upon which prices are Offered, delivered at the designated point, within the time specified.

That the person signing this Offer is fully authorized to sign on behalf of the Firm and to fully bind the Firm to all provisions and clauses of this Solicitation.

That the Firm (check one) will ____ / will not ____ extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Firm resulting from this Solicitation.

That if required, that the Provider is registered with the Oregon Secretary of State Office as required by ORS Chapters 58, 60, 62, 63, 65, 67, 70 and 648.

That the Firm not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110 (4).

That the Firm acknowledges receipt of the following addenda: (List by number and date appearing on addenda.) Proposers are responsible to make inquiry as to any addenda issued.

Addenda No.    Date    Addenda No.    Date

Pursuant to ORS 279A.120, Provider (check one) is _____ / is not _____ an Oregon resident Bidder. If not, indicate State of residency: ________________________________.

Respectfully submitted this ______ day of __________________, 20___.

Signature: Name: ______________________________________
(type/write)

Title:

Phone: Email:

Social Security or Employer Identification Number:
Independent Contractor Certification Statement

This form shall be returned with the Proposers’ Offer. If Proposer signs Part A (qualifies), the remainder of this Certification Statement does not need to be completed.

**Part A. Proposer is a Corporation:**

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature: _______________________________________________ Date:

**Part B. Proposer is an Independent Contractor:**

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.

2. I will furnish the tools or equipment necessary for the contracted labor or services.

3. I have the authority to hire and fire employees who perform the labor or services.

4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

   (Please check all that apply):

   A. The labor or services are primarily carried out as a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

   B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with: .

   C. Telephone listing is used for the business that is separate from the personal residence listing.

   D. Labor or services are performed only pursuant to written contracts.

   E. Labor or services are performed for two or more different persons or agencies within a period of one year.

   F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: _______________________________________________ Date:
This Contract is made and entered into by and between:

Consultant:

C800: Clackamas 800 Radio Group (C800)
11300 SE Fuller Road
Milwaukie, Oregon 97222

Attention: John Hartsock Manager

SCOPE OF WORK: Perform Communication System Upgrade Project Management services per attached scope of work.

SUPERSEDING EFFECT.
There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. All attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence): 1) Exhibit A Terms and Conditions and 2) Exhibit B Consultant Response.

CONSIDERATION.
Consultant shall perform the Work required in consideration of the Not to Exceed sum(s) of $_____ (the contract price) for which C800 agrees to pay for the Work in a manner further described in this Contract. Further C800 will reimburse the Consultant reasonable and customary expenses which are estimated not to exceed $_____. The Contract number shall be indicated on all invoices and correspondence.

CONTRACT PERIOD.
The contract period shall be upon C800’s acceptance of this agreement.

COMPLETION DATE: ____________

C800 REPRESENTATIVE.
C800 Representative for this contract is: John Hartsock, 503-780-4806 (phone), john.hartsock@c800.org

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Consultant: ________________________________________________
(typed or printed name of officer)

__________________________________________________________
Signature

__________________________________________________________
Title

__________________________________________________________
Phone

__________________________________________________________
Employer Id Number or Social Security Number

C800 Representative

Date

Not a valid Contract until all signatories are complete

This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and C800 Public Contracting Rules

May 26, 2016
EXHIBIT A – Terms and Conditions – Professional Services Contract

1. **ASSIGNMENT.** The Consultant may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without C800's prior written consent.

2. **AUTHORITY.** The Consultant represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Consultant.

3. **CHANGES.** The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of C800 and Consultant.

4. **COMPLIANCE WITH LAWS.** If the Consultant fails to comply C800 shall have the right to terminate this Contract.
   a. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.
   b. Consultant expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
   c. Consultant shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
   d. Consultant, its sub consultants, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Contract. Consultant certifies that (i) it is not an employee of C800; (ii) if Consultant is currently performing work for C800 or the federal government, Consultant's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
   e. Consultant must certify compliance with the Oregon tax laws in accordance with ORS 305.385; and

5. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Consultant is obligated to fulfill its responsibilities until all requirements have completely expired.

6. **DELAYS IN DELIVERY.** Neither C800 nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.

7. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all C800 property.

8. **FOREIGN CONSULTANT.** If the amount of the Contract exceeds ten thousand dollars ($10,000), and if the Consultant is not domiciled in or registered to do business in Oregon, the Consultant shall promptly provide the Oregon Department of Revenue all information required by that Department.

9. **GOVERNING LAW/VENUE.** The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Clackamas County or the Federal Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of C800 and Consultant shall be cumulative and may be exercised successively or concurrently.

10. **IDENTIFICATION OF EMPLOYEES.** Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Consultant logo/name) while on C800 property.

11. **INDEMNIFICATION AND HOLD HARMLESS.** Except for claims arising out of acts caused by the sole negligence of C800, its Administrators or employees, the Consultant agrees to indemnify and hold harmless C800 and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Consultant, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of C800 there from.

12. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by C800. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the specifications are not being met,
EXHIBIT A – Terms and Conditions – Professional Services Contract

C800 shall insist on compliance and will provide the Consultant with a ‘cure date’. If the Consultant does not comply C800 may terminate the contract after providing 30 days written notice. Within a reasonable time, all goods delivered are subject to final inspection and acceptance after delivery or completion at C800’s facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, C800 shall have the right to require correction or replacement at no additional cost to C800.

13. INSURANCE

Before commencing work, Contractor shall procure and maintain:

a. WORKER’S COMPENSATION as required by law.

b. EMPLOYER’S LIABILITY in the minimum amount of $500,000 when the Consultant has employees performing services under the contract.

c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: $1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of $2,000,000 in the aggregate. C800 shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Consultant has no vehicle while providing work under the contract.

d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Consultants, products/completed operations, and blanket contractual: $1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and $2,000,000 in the aggregate. May be waived only by C800 Risk Manager.

e. PROFESSIONAL LIABILITY. Provider shall maintain in force during the duration of this agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, in the minimum amount of $1,000,000.

f. C800, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to C800, Attn: John Hartsock, 11300 SE Fuller Rd Milwaukie, OR 97222. The Consultant agrees to pay for the insurance specified and agrees to provide C800 with a 30 days’ notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.

g. C800 reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.

h. This insurance shall be considered as primary insurance and exclusive of any insurance carried by C800, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that C800 may have other valid and collectible insurance covering the same risk.

14. INVOICING AND PAYMENT. Consultant shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to C800. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date C800’s check is mailed. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion and acceptance of the Work. C800 will not pay any additional charges unless pacifically agreed to in writing by C800. The invoice(s) shall be submitted to C800, Accounts Payable Department, 11300 SE Fuller Rd Milwaukie, OR 97222. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and/or the quote provided for the individual project (if applicable), the project name/number and C800 Contract Manager’s name.

15. STANDARD OF CARE. The services provided by the Consultant under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

16. LICENSES AND RESPONSIBILITIES.

Without additional expense to C800, the Consultant shall be responsible for maintaining any necessary licenses.

17. PRICES. All pricing is considered fixed and firm for the Contract term. The Consultant warrants that the price of the Services covered by this Contract are not in excess of the Consultant’s lowest prices in effect on the date of this Contract for comparable quantities of similar Services.

18. PUBLIC CONTRACTS. This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:

a. 279B.020 Conditions concerning maximum hours of labor on public contracts.

b. 279B.220 Conditions concerning payment, contributions, liens, withholding.

c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.

d. 279B.230 Condition concerning payment for medical care and providing workers’ compensation.

e. 279B.235 Condition concerning hours of labor.

19. SECURITY CHECK. The Consultant agrees that each of its employees, sub consultants’ employees and principals / owners involved in the Work may, at the option of C800, be subject to a security check, at any time, through the Clackamas
County Sheriff’s Department or other venue. C800 retains the option to require the immediate removal of any sub consultant, employee or agent. Notwithstanding the foregoing, Consultant, and not C800, remains solely responsible for performing background checks on, and screening for public safety all sub consultants and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to C800 upon request.

20. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

21. **TAXES.** C800 is exempt from Federal, State, and Local taxes.

22. **TERMINATION.**
   a. **Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties, or C800 may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days’ notice to Consultant.
   b. **C800’s Right to Terminate For Cause.** C800 may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or at such later date as C800 may establish in such notice, upon the occurrence of any of the following events:
      i. C800 fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant’s Work;
      ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or C800 is prohibited from paying for such Work from the planned funding source;
      iii. Consultant no longer holds any license or certificate that is required to perform the Work; or
      iv. Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant’s performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of C800’s notice, or such longer period as C800 may specify in such notice.
   c. **Consultant’s Right to Terminate for Cause.** Consultant may terminate this Contract upon 30 days’ notice to C800 if C800 fails to pay Consultant pursuant to the terms of this Contract and C800 fails to cure within 30 business days after receipt of Consultant’s notice.
   d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice C800’s right to enforce this Contract with respect to any breach of a Consultant warranty or any defect in or default of Consultant’s performance that has not been cured, including any right of C800 to indemnification by Consultant. If this Contract is so terminated, Consultant shall be paid in accordance with the terms of the contract for services rendered and accepted.
   e. **Remedies.** In the event of termination pursuant to above, Consultant’s sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by C800, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to C800 upon demand.
   f. **Consultant’s Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless C800 expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to C800 all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon C800’s request, Consultant shall surrender to anyone C800 designates, all documents, research or objects or other tangible things needed to complete the Work.
   g. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

23. **TRANSPORTATION.** The Consultant is responsible for transportation of its employees to and from the Work site.

24. **WAIVER.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

END
SCOPE OF WORK:

As outlined in ______________ Proposed Scope of Work dated ________ and Services Proposal dated ________ attached hereto and made a part hereof.

NOTE: If there are conflicts in the terms and conditions shown in these documents and the foregoing terms and conditions the Agreement Terms and Conditions shall prevail.