

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of August _____, 2014, by and between the **City of Norman, Oklahoma** ("City") and **RCC Consultants, Inc.**, a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

WITNESSETH:

WHEREAS, City desires to engage RCC to perform certain services and RCC desires to accept such engagement, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform the "Phase I" services set forth in its proposal, dated June 18, 2014 (the "Proposal"). A copy of the relevant portion of the Proposal is annexed hereto as Appendix "A", is incorporated herein by this reference, and constitutes the entire statement of work (the "SOW") to be performed by RCC pursuant to this Agreement. The SOW shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent City requests RCC to perform additional services not included in the SOW, absent a further written agreement between the parties, City shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

ARTICLE II – Fees and Expenses

As compensation for the services performed under this Agreement, City shall pay RCC a fee in accordance with this Agreement and the Proposal. A copy of the relevant portion of the Proposal is annexed hereto as Appendix "B", is incorporated herein by this reference, and constitutes the entire statement of fees and expenses to be charged by RCC to City in connection to the "Phase I" services specified in the SOW ("Phase I Pricing"). City shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services, with prior approval, procured by RCC on City's behalf at RCC's cost therefor, plus an administrative charge equal to ten percent (10%) of such costs. Each month during the term hereof, RCC will submit to City an invoice for the services performed and expenses incurred during the previous month. City shall pay RCC the amount on each such invoice within forty-five (45) days of receipt.

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions hereof.

ARTICLE VI - Termination

Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event City's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VI exceed the compensation provided for in ARTICLE II.

ARTICLE VII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to City concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for City in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of City. RCC, cognizant of the sensitive nature of much of the data supplied by City, agrees to protect the confidentiality of any information designated by City to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with City, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

A. RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.

B. City understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by City, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between City and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If City hires, or induces any other person, firm or entity to hire, an RCC employee, or any person that was an RCC employee within the preceding three-month period, then City will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that City or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by

RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to City when the candidate formally accepts the position offered by City or such other person, firm, or entity and is due and payable upon receipt of RCC's invoice.

ARTICLE IX - Indemnity / Liability

RCC will indemnify City and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of City or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by City. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by City, or RCC's insurance coverage, whichever is less.

ARTICLE X - Insurance

RCC shall maintain the following insurance during the term of this Agreement:

A. Workers' Compensation – RCC shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of City and its agents, employees and officials.

B. Commercial General Liability – RCC shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

C. Business Automobile Liability – RCC shall provide coverage for all owned, non-owned and hire vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. Professional Liability (Errors & Omissions) – RCC shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this Agreement or shall be at least twice the required per claim.

ARTICLE XI - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons

employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse City for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law City may be required to pay the same or any part thereof.

ARTICLE XII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Court Appearances - Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of City except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

F. Successors and Assigns - Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of City, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement.

I. Counterparts – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

RCC CONSULTANTS, INC.

ATTEST/WITNESS:

By: 

By: 

Name: Michael W. Hunter

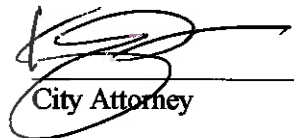
Name: Steven T. Apicella

Title: President and CEO

Title: Vice President and Asst. Secy.

CITY OF NORMAN

Approved as to form and legality this 7 day of August, 2014.


City Attorney

Approved by the City of Norman this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor

APPENDIX A

Statement of Work

Section 3

RCC's Approach

The following project workplan has been developed based on RCC's 30 years of corporate experience in projects of this nature and upon input provided by City personnel.

RCC personnel will work closely with the City's staff to identify and document system needs and requirements and to develop and implement a system alternative that meets those needs. Our project approach has been designed to provide assistance to the City from project initiation through implementation of the selected system alternative. RCC segments projects of this nature into three logical project Phases as outlined below. Each Phase is followed by a logical breakpoint, which allows for appropriate management review and approval before continuing with the next phase.

The three phases include the following:

Phase I - Needs Assessment, Development of System Alternatives, and Preparation of Budgetary Cost Estimates;

Review of the City's existing system, assessment of the City's radio communications needs and requirements and translating those needs into an implementation strategy. This includes a system review, needs assessment, development of conceptual system alternatives, budgetary cost estimates, and a Phase 1 Report outlining RCC's findings and recommendations.

Phase II – Development of System Specifications & Vendor Selection

Detailed system configuration, specification development, Requests for Proposals (RFP), proposal solicitation, vendor proposal evaluations, and contract negotiation assistance.

Phase III - Project Implementation & Acceptance Testing

System Implementation support for equipment installation, system testing, performance evaluation, and final system acceptance.

Phase I – Radio System Assessment (Draft for Discussion)

The following tasks are currently included in Phase I of the project.

Task 1—Project Initiation & Orientation

The purpose of Task 1 is to initiate the project and conducting a project kickoff and orientation meeting. The purpose of the meeting will be to introduce the RCC and City personnel involved in the project, identify the key stakeholders and the types of information that RCC will be requesting from the City departments. RCC will provide an overview of the project's scope of work, the project schedule, and answer any questions the City participants may have.

RCC staff will attend and participate in the project kickoff meeting in Norman. Prior to the meeting, RCC will work with the City team to discuss the specific content of the meeting, as well



as its date, time, and location. RCC has assumed that the City will provide the actual meeting facility.

Deliverable for Task 1 - Kickoff meeting presentation.

Task 2—Understand Current System Environment and History

RCC personnel will meet with City staff to discuss and review the history and configuration of the City's existing Motorola trunked radio system. RCC will review relevant system information that is available (system configuration, equipment inventory, etc.) as well as information regarding the OKWIN system and State plans for the migration of the system from analog to P25 operation.

RCC staff will visit the City's two existing simulcast repeater sites to conduct a site survey for the purposes of determining the condition of the sites including the equipment shelter, auxiliary power systems, grounding, bonding, and surge suppression, tower condition, security fencing, radio and microwave equipment.

RCC staff will also visit the City's Police, Fire, and EMS dispatch center to examine the facility and conditions of the dispatch console systems and the associated equipment room, auxiliary power systems, grounding, bonding and surge suppression, recording systems, and fire station alerting system.

Task 3—Develop and Distribute Radio System Questionnaires

To begin the process of identifying current needs and requirements for the radio system, RCC will develop and use a combination of structured radio system questionnaires, on-site face-to-face personnel interviews and observations from site discussions to collect and analyze needed information. In Task 2, Questionnaires will be provided for distribution to each participating City department prior to conducting the personnel interviews in Task 5.

The radio system questionnaires will be used to gather needed information for the planning and development of the radio system alternatives. That information will include but not be limited to specific types and quantities of user radio equipment needed (mobile and portable radios and related accessories, control stations, and dispatch consoles), required radio coverage on-street and in-buildings, needed channels (talkgroups), radio interoperability with neighboring entities and other system features and functionality. Recipients of the questionnaires will be asked to complete and return them to RCC within a two to three week time frame. It is important that these questionnaires be completed by departmental personnel who have an understanding of their agency's operations and radio communication needs.

Task 3 Deliverable – Radio user questionnaires for City departments

Task 4—Analyze Radio System Questionnaires and Catalog Information

RCC will complete a detailed review of the completed radio system questionnaires and will follow up with the individual agencies via telephone and/or email to address open issues.

The radio system and issues raised by users in the questionnaires will be explored in greater detail during the Task 5 user interviews. The interview process will provide RCC team members an opportunity to discuss and better understand the current operational requirements for the radio system.

RCC will need a current inventory of the existing system including infrastructure and user equipment. We understand that such an inventory exists since the City has recently gone through the FCC's 800 MHz rebanding process.

Task 5—Conduct Interview Sessions

The interview process is intended to review, and obtain firsthand user information regarding specific needs that will affect the configuration, procurement and implementation of radio system improvements. It will help clarify and document the needs of the various departments by meeting and discussing needs and requirements, problem areas needing attention (coverage improvement, interference issues, capacity issues, system reliability, etc.), and the gathering of related project information that may be available.

Tentatively, the following interview sessions are suggested. Additional interviews can be added if needed and RCC will look to the City staff for guidance regarding the final number of interview sessions needed.

- Norman Police Department - Four interview sessions at 2 hours each;
- Norman Fire Department – Four interview sessions at 2 hours each;
- Norman Emergency Management – One two hour interview session;
- Norman Public Works Department;
 - Administration Division– One two hour interview;
 - Engineering Division – One two hour interview;
 - Fleet Division – One two hour interview;
 - Street Division – One two hour interview;
 - Traffic Division – One two hour interview;
 - Storm Water Division – One two hour interview;
- Utilities Department
 - Sanitation Division - One two hour interview;
 - Water Division - One two hour interview;
 - Environmental Services Division - One two hour interview;
- Parks Department - One two hour interview;
- Information Technology Department - One two hour interview, and
- One spare 4 hour interview session to be used as needed.

Task 6—Integrate Questionnaire, Interviews, and Site Visit Material into Phase I Assessment Report

RCC will combine and integrate the information gathered through the questionnaire process, the user interviews and the system site visits conducted by RCC staff into a summary format in the Phase I Needs Assessment and Conceptual System Design Report. The information and material collected will be used in determining the recommendations for improvements that will be discussed in the Report.

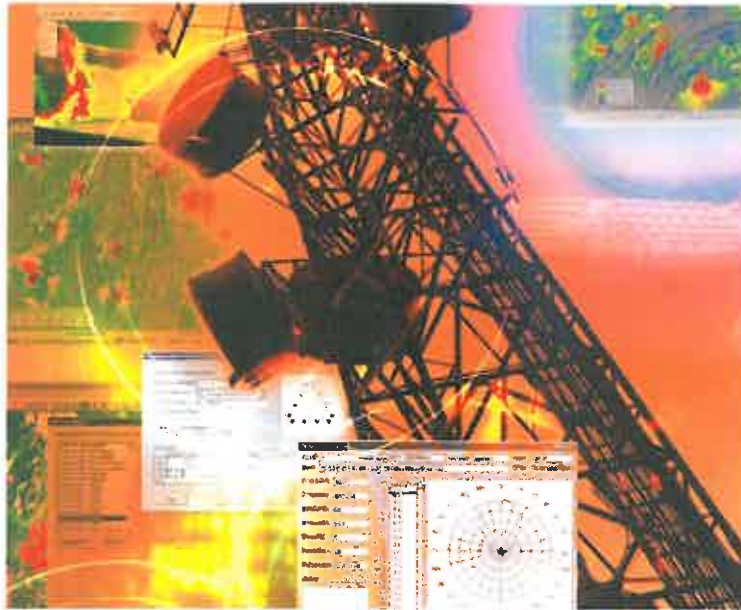


Task 7—Develop Conceptual P25 System Alternatives & Budgetary Cost Estimates

Using the information gathered in Tasks 1 through 4, RCC will work closely with the City's team to develop relevant conceptual system configurations and budgetary cost estimates that meet the stated system needs and requirements.

RCC has extensive hands-on experience in planning, developing, procurement, implementation, and acceptance testing of modern municipal 700 and 800 MHz P25 Phase 1 FDMA and Phase 2 TDMA trunked radio systems. When developing the conceptual system configurations, RCC will utilize its award-winning⁵ ComSite Design (CSD) wireless system design tools to model and analyze the various trunked radio system configurations. Once RCC staff have conducted the initial radio coverage analyses and prepared the conceptual system configurations, City of Norman personnel will be invited to RCC's Houston office to participate in a one day system design / alternatives meeting to review and discuss the various system approaches available.

This will be an informative, interactive meeting in which RCC will begin by providing a brief overview of the P25 simulcast system design issues involved in successfully obtaining the level of required coverage on-street and in-building portable radio coverage performance.



Following that, RCC will walk the attendees through a number of "what-if" system design configurations that will be modeled and analyzed with RCC's computer based CSD propagation (coverage) analysis system. The resulting coverage maps generated for each system configuration will be displayed in color on a 100" projection screen in RCC's conference room so that the pros and cons of each system configuration can be viewed and discussed in detail on the spot. This will provide the City staff with an excellent opportunity to provide RCC with valuable feedback and to participate in the configuration of the alternative system approaches. Many of RCC's clients prefer to get out of their offices and be away from distractions for this meeting. If preferred, RCC can also conduct this meeting in Norman at a City facility.

At the end of the day, the meeting attendees will return home with a better understanding of the issues involved in the various system alternatives. Following the meeting, the City team will be much better equipped to answer radio system questions that may be asked by City Management or the City's elected officials. In short, they will be better able to make important, informed decisions about the development of the new trunked radio system.

⁵ Utilities Telecom Council – Best Software Award

Lastly, their valuable input will improve the quality of the system alternatives by providing interactive on-the-spot feedback to RCC during the conceptual system configuration process. The City will likely live with the new or upgraded system for 15 to 20 years. The time spent attending and participating in this meeting will be very beneficial. RCC has conducted many similar system alternatives review meetings with various cities and counties and all have found them to be of value in the development of their new radio systems.

Once the coverage issues have been completed, RCC will address the other important system issues such as system infrastructure connectivity, redundancy and reliability, system capacity today and for the foreseeable future, features and functionality, maintainability, radio interoperability, training, etc. RCC will then prepare budgetary cost estimates for the selected alternatives.

RCC will address the pros and cons of each system alternative so that the City can select the approach that best meets its needs.

Task 8—Develop Draft Phase I Report and Deliver to Project Team

Following completion of the cost estimates, RCC will prepare a draft version of the Phase I Report which will typically include the following:

1. Table of Contents;
2. Executive Overview – a synopsis of the entire report for those that wish to read a brief summary of the Project;
3. Project Scope – a brief review of the project and the individual tasks that were undertaken to conduct the assessment and prepare the resulting system alternatives and solution;
4. Current System Environment – a brief, high-level overview of the City's current system architecture and operation with a listing of current issues that impact operations;
5. A Review of Alternative System Solutions – a detailed analysis and comparison of the selected system alternatives;
6. System Budgetary Pricing – a detailed pricing analysis will be provided for system solutions and alternatives.
7. Appendix – contains a glossary of terminology in the report, related technical material, and radio coverage maps.

The report will be developed in a manner that can be readily understood by non-technical personnel, so that important and informed decisions can be made regarding the needed system improvements.

Task 8 Deliverable – Draft Phase I Report

Task 9—Review Draft Report with City's Project Team

RCC has tentatively planned to deliver the Draft Phase I Report to the City in electronic format, typically Adobe PDF, for easy transport, storage, review and comment. The report will be provided on CD-R or DVD media. If the City needs printed copies of the Draft version of the Report, they can be provided at additional cost.

The Project Team members will be provided a reasonable period of time to review and comment on the Draft Phase I Report, typically 2 - 3 weeks. RCC will then meet with the City's Project Team to discuss the Report.

Task 10—Prepare and Deliver Final Phase I Report

Once RCC has received all of the suggested comments and changes, RCC will prepare and deliver the final version of the Report to the City. As requested, RCC will provide three printed copies of the final Phase I Report to the City along with an electronic copy in PDF format. Additional printed copies can be provided if needed at additional cost.

In some cases, a city will ask RCC to develop a PowerPoint presentation for the City Council that outlines the major points contained in the Phase I Report and assist the staff in making the presentation to the Council. We have not currently included that effort in this scope of work, but it can be easily added if needed.

For planning purposes, we have included a "sample" scope of work for Phase II (System Procurement) and Phase III (System Implementation and Acceptance Testing). Since RCC does not yet know what the final selected alternative will be, the level of consulting effort needed for those phases will vary somewhat depending on the alternative selected. Once Phase I has been completed, RCC will work with the City team to discuss and finalize the scope of work and proposed costs involved Phases II and III.

Task 10 Deliverable – Final Phase I Report

Task 11—Prepare and Deliver Presentation to City Council (Optional)

RCC will assist the City Team in developing a PowerPoint presentation outlining the key points and findings of the Phase I Report. RCC will prepare a draft of the presentation and send it to the City Team for review and comment. RCC will conduct a conference call with City staff to review and discuss the presentation. Following that call, RCC will update the presentation as needed and will submit the final version of the presentation to the City Team in electronic PDF format.

RCC will also assist the City Team in making the actual presentation to the City Council and in answering any questions that the Council members may have.

Task 11 Deliverable – Phase I Presentation

Phase II – RFP Development, Proposal Evaluations, Contract Negotiations

For the purposes of this proposal, RCC understands that the City wants to replace the current system using a competitive RFP process. If that turns out not to be the case, the Phase II scope will be reconfigured as needed. The following "Draft" Phase II workplan involves system procurement, i.e. developing a competitive Request for Proposals (RFP) for a new P25 system, assisting the City in the evaluation of vendor proposals, and in the negotiation of a mutually acceptable system contract between the City and the selected vendor.

Task 1—Phase II Initiation & Orientation (Reassemble City Project Team)

The purpose of Task 1 is to reconvene the City Project Team to review and discuss the Phase II project's scope of work and the project schedule. At the kickoff meeting, RCC personnel will briefly review Phase I decisions and discuss any additional information that may be required in order to begin development of the system procurement documents. RCC will work closely with the City's Team which should include representatives from the City departments that will use the new system. The City's Purchasing and Legal departments should also be involved during the development and release of the P25 system RFP to help ensure that appropriate City guidelines and procedures are properly addressed in the RFP.

Task 2 – Assist with Radio Spectrum Acquisition and FCC Licensing

Improving portable radio coverage performance will likely require the addition of repeater sites within the City's service area. Additional sites must be licensed; therefore some modification of the City's existing 800 MHz FCC licenses will likely be needed. The City may also need additional channel capacity which can be provided by adding additional frequencies to the system, or by implementing P25 Phase 2 TDMA technology. Successfully obtaining the needed radio spectrum is a crucial part of system development.

RCC's internal Spectrum Management Team (SMT) includes highly experienced consultants and engineers that specialize in radio spectrum acquisition and FCC licensing. The SMT has successfully assisted RCC clients in preparing over 12,000 applications for radio spectrum in various frequency bands across the country. RCC has assigned a member of the SMT to the Norman project team to address the license modifications and acquisition of new channels if needed. The licensing process usually involves two steps.

Step 1 will be undertaken early in the Phase II process. RCC will work with the City team and the FCC's Region 52 Planning Committee to review and evaluate the available spectrum in the Regional Plan for the Norman system. An appropriate number of acceptable channels should be reserved with Region 52 for the system to facilitate a timely acquisition of the new channels if they are needed.

Step 2 will involve three separate processes in Phase III of the project, 1.) Submitting an application to the Region 52 Planning Committee to obtain the needed channels or additional sites; 2.) Submission of applications to the FCC approved frequency coordinator, and 3.) The development and submission of a "system license" application to the FCC for approval. RCC will assist the City in Step 2 which will likely occur early in Phase III once the final system configuration (site layout) has been determined and finalized.

The license application process requires very specific site information, i.e. the exact location of every repeater site (radio tower) to be used in the new system, which specific frequencies belong at each site, and the types of antenna systems and antenna heights used at each location. This detailed information will not likely be finalized until after the Detailed Design Review meetings with the selected vendor have been completed in the early stage of Phase III, system implementation. (See Phase III Task 3)

The success of the radio project is contingent upon being able to update the City's existing 800 MHz licenses to support the system.

Task 3—Develop Request for Proposals (RFP)



As part of Task 3, RCC will work with the City's Project Team to develop a draft Request for Proposals (RFP) for the P25 radio system. The RFP will be developed utilizing the information gathered during Phase I of the project. The system's performance requirements will be finalized and the RFP will be structured to clearly articulate the City's needs, requirements, and expectations for the new system.

The RFP will be the basis upon which each vendor's proposal will be evaluated. Each vendor will be required to respond to all sections of the RFP, and include, where applicable, which features and capabilities are baseline capabilities and which are optional and at what cost. A detailed, objective evaluation matrix will be developed to allow the proposal evaluators to effectively determine which proposals best meet the specified requirements.

The City may want to consider requiring the vendors to submit their cost information separately to enable the Project Team to evaluate the technical responsiveness apart from proposed costs.

The RFP will address specific operational, technical and procedural areas, as well as support areas such as training and maintenance. Typical items to be included in the RFP will include:

- The City's RFP response procedures and purchasing requirements, i.e. the terms and conditions;
- System functional & operational requirements;
- System performance requirements typically including but not limited to the following:
 - Cyber security requirements for the IP based P25 system infrastructure;
 - System redundancy and backup capabilities for critical system components such as Master Network Controllers, switches, routers, dispatch consoles, etc.;
 - Radio system connectivity utilizing microwave or other suitable broadband technology including future expansion requirements.
 - Radio coverage performance requirements throughout the defined service area, including specified mobile, portable on-street, and portable in-building coverage;
 - System capacity requirements;
 - A radio interoperability talkgroup/channel plan for radio interoperability within the City itself and with outside entities such as Potter County, Oklahoma City, other jurisdictions and state and federal agencies;
 - Functional capabilities;
 - Where appropriate, support of existing reusable infrastructure (towers, equipment shelters, power systems, radios etc.)
 - Radio dispatch console layouts, talkgroups / channels, interfaces and functionality;
 - Radio user equipment (mobile and portable radios as well as control station desktop radios used in the office environment) and radio accessories (batteries, single unit and multi-unit chargers, carrying cases, speaker microphones, etc.) by agency;
 - System reliability and redundancy requirements to maintain operations under adverse conditions;
 - System expansion and upgradeability to support the City for many years without the need for a "fork-lift" upgrade;

- System maintenance requirements, new specialized test equipment and technical training for City staff;
- Radio user training to help ensure proper use of the new system once completed;
- Optional capabilities & equipment;
- System staging prior to shipment to Oklahoma;
- Local vendor support during the initial warranty period;
- System/vendor information & qualifications;
- System installation & acceptance testing requirements
- System pricing, purchasing incentives, trade-ins, etc., and
- System cutover requirements for transition to the new system without loss or degradation of service.

Upon completion of the initial draft RFP, RCC will submit the document to the City's Team and to the City's Purchasing and Legal departments for review. RCC will then meet with the City Team to discuss the RFP and its contents. Once all feedback and comments have been received, a single cycle of feedback and suggestions from the City Team will be incorporated into the final document.

RCC will then finalize the RFP and provide the completed document in electronic format to the City's Purchasing Department for issuance to the vendor community. RCC will provide a list of vendors that can potentially respond to the RFP.

Task 4—Assist the City's Project Team in Pre-Proposal Conference

Within a reasonable time frame (typically two to three weeks) after the solicitation for proposals (RFP) has been released, RCC will assist the City in conducting a pre-proposal conference to allow proposers to ask questions to better understand the program and RFP specifications. RCC will work with the City to coordinate the scheduling of the pre-proposal conference and will attend the meeting to assist the City staff in answering vendor questions. In addition, RCC will assist in the preparation of responses to vendor questions and the issuance of RFP addenda (if needed) following the Proposers' Conference.

Task 5—Conduct Initial Evaluation of Vendor Proposals

Task 5 includes two parts, 1.) Developing the evaluation methodology and tools for the proposal evaluations and 2.) The actual review and evaluation of the vendor proposals. RCC recommends that the City assemble an internal proposal Evaluation Committee with appropriate departmental representation that will participate in the review of vendor proposals to develop a good firsthand knowledge of each vendor's offering.

RCC recommends that the City members of the Evaluation Committee serve as the voting members of the Committee. RCC's role in the evaluation process will be to serve as the City's technical advisor to the Evaluation Committee. RCC will assist the City staff in understanding each vendor's offering and will serve as a non-voting member of the Evaluation Committee.

RCC will assist the City Team in the development of a detailed proposal Evaluation Matrix that will be used in the evaluation of the vendor proposals. The Evaluation Matrix will include relative weighting and vendor response scoring for the various system elements. RCC will help ensure that the weighting of the evaluated items corresponds with input provided by the members of the City Team. RCC will provide guidance regarding the relative weighting of technical areas and other issues so that critical or important system aspects are properly accounted for. The Evaluation Matrix will be constructed to score and rank responses to the RFP document(s) and will be designed to indicate the degree of conformance or nonconformance of each proposer's submittal. The development of the Evaluation Matrix will be fully completed and approved by the City prior to the due date for the vendor proposals.

When the proposals are received, RCC will request that the City's Purchasing Department make a first pass review, looking for gross errors such as missing forms, the required proposal bond, signatures, or other important information. Following that, the Evaluation Committee (including RCC) will review and evaluate the proposals that have successfully passed through the Purchasing Department's first pass review. The Evaluation Committee will utilize the approved Evaluation Matrix for scoring purposes.

It is essential that each vendor's proposal and contents be properly secured and be kept in strict confidence, in accordance with the City's Purchasing guidelines and RFP procedures. This will help protect both the vendors' information and the City and will help avoid eroding the competitive process. RCC will work with the Evaluation Committee to discuss and address these important issues prior to the opening of the vendor proposals.

After completing an initial review, RCC will meet with the Evaluation Committee to discuss and review the initial proposal findings and initial scoring of the proposers' responses. A list of relevant questions will be developed in preparation for the vendor oral presentations. During this meeting, RCC will discuss strategy and procedures that should be considered prior to engaging in the vendor oral presentations.

Typically, approximately six to eight weeks of time will be needed for RCC and the Evaluation Committee to complete the preliminary review of the vendor proposals. Following the initial proposal reviews, a preliminary draft of the populated Evaluation Matrix will be developed. The matrix may include questions for the vendors and preliminary scoring of each evaluated vendor's proposal that will be refined as the evaluation process continues.

Task 6—Attend Vendor Oral Presentations

RCC recommends that the City have each shortlisted vendor make an oral presentation to the Evaluation Committee to discuss their offering and answer any questions the City and RCC may have. In a project of this size, a full-day presentation from each company attending the orals will likely be needed to cover all topics.

RCC personnel will attend the vendor oral presentations to ask questions as needed and to assist the Evaluation Committee in developing a more complete understanding of each vendor's offering. Each vendor will be required to respond to the City / RCC questions in writing after the presentations are complete. RCC will assist the Evaluation Committee in reviewing the vendors' responses to questions.

Typically, vendors will setup a small working demonstration system with samples of dispatch consoles and user radio equipment at the orals. This means that each vendor will need a week

or so of preparation and setup time in Norman before the presentation. In recent projects, vendors have rented large conference rooms at area hotels to have the preparation time and space needed for their presentation.

Following the presentations, the City may elect to make site visits to a select number of vendor project sites at which they have installed systems of a nature and size comparable to the system proposed for the City. RCC can accompany the City staff on the site visits if desired. Since it is currently unknown whether or not the City will conduct site visits, site visits are not included in this proposed workplan.

Task 7—Develop Term Sheets, Request & Evaluate Best & Final Offers

At the completion of the oral presentations, RCC will update its proposal evaluation scoring and will assist the City in developing "Term Sheet" documents that will outline potential issues that if not agreed to by the vendors may degrade the City's position in a purchasing agreement (the system contract). Such issues might include the provision of strict radio coverage performance guarantees, stringent system acceptance testing criteria, specific response times for system maintenance or repairs under warranty, and long-term pricing guarantees, etc. These issues will be addressed as part of the evaluation process. Term Sheets will be presented to the prospective vendors for their review and discussion. The purpose of the Term Sheets is to obtain agreement on these "sticky issues" prior to engaging in contract negotiations. If such issues cannot be resolved, there may be no need for contract negotiations.

In an effort to further reduce system costs, RCC will assist the City in developing a Request for Best and Final Offers (BAFOs). A separate BAFO request will be developed for each vendor that attended the oral presentations. RCC will assist the City in evaluating the resulting BAFOs. The City may request more than one BAFO to obtain the lowest cost and most responsive final system configuration. Prior to beginning Phase II, RCC and the City can discuss the number of BAFOs to include in the scope of work.

Task 8—Finalize Vendor Selection

Upon conclusion of the BAFO process, RCC will incorporate the new information into the Evaluation Matrix and will update the evaluation scoring. RCC will schedule a meeting with the City staff on the Evaluation Committee to discuss the latest information and finalize the evaluation scoring.

RCC will assist the City in selecting the vendor who provides the best system solution in terms of features, functionality, costs and the other predetermined evaluation criteria selected by the City team. Note: RCC always strives to avoid vendor protests in the procurement cycle, and has an excellent record in this regard. That said, a vendor can file a protest at any time for any reason. RCC generally does not include time or expenses in the project scope to address protests. If a protest occurs, RCC can assist the City in responding to the protest on a time and materials basis at additional cost.

Task 9—Support Contract Negotiations

RCC will assist the City in negotiating a contract with the selected vendor. RCC does not provide legal services therefore the City's Legal Counsel should participate in negotiations. RCC will however support the City team in the following areas:

- **Assist in Contract Negotiations**

RCC will assist the City team in direct contract negotiations with the selected vendor.

- **Negotiation of Statement of Work (SOW)**

Development of a finalized comprehensive Statement of Work (SOW) is an integral part of contract negotiations for acquisition of the system. The SOW defines the responsibilities of both the vendor and the City in system implementation and acceptance testing. In addition, the SOW process will further define a number of system parameters which will directly affect the final contract price. RCC will assist the City in finalizing the SOW and negotiating the impact on final contract price due to changes sought by the City during the process.

- **Incorporation of Appropriate System Acceptance Testing Processes**

RCC will work with the City Team to incorporate a stringent acceptance testing program prior to execution of a contract. System providers are more likely to agree to such performance requirements before a contract for the new systems is executed. The negotiation of testing requirements and pass/fail criteria becomes much more difficult after the contract is signed.

At the appropriate time when finalizing our Phase II scope and fees with the City, RCC will propose a specific amount of time and expenses to support contract negotiations.

Task 10—Project Close Out for Phase II and Preparation for Phase III

The purpose of Task 10 is to facilitate the transition from Phase II to Phase III and sets the stage for system implementation.

Phase III – Project Implementation & Acceptance Testing Support

A preliminary workplan for Phase III is presented for review in the following pages.

The purpose of Phase III is to successfully install and acceptance test the new system prior to system cutover to help assure that the system is operating efficiently through successful completion of a reliability test period. Tentatively, the following implementation assistance will be provided by RCC.

Task 1—Phase III Initiation & Orientation

The purpose of Task 1 will be to formally begin the implementation of the new radio system. The process will start with an implementation project kickoff meeting held with the City's Project Team, RCC Consultants, and the selected vendor's representatives. The purpose of the kickoff meeting will be to accomplish the following:

- Determine who will be involved from each of the participating agencies throughout project implementation;
- Review the scope of work contained in the contract documents;
- Review and agree upon the implementation schedule and project milestones to be completed along the way;



- Establish project reporting requirements and frequencies (e.g., status reports formats, frequency and method);
- Review and discuss payment terms tied to the vendor's milestone performance;

RCC personnel will attend and participate in the kickoff meeting in Norman.

Task 2 – Provide Day-to-Day Project Implementation Support

The purpose of Task 2 is to provide the City's Project Implementation Team ("the City Team") with day-to-day project management and implementation support for a range of project issues including:

Review and discussion of implementation tasks and issues including but not limited to:

- FCC licensing issues for the new trunked radio system;
- Final site selection and approvals;
- Site development issues and design packages to include:
 - Review and approval of vendor's site development packages for each site;
 - Periodic site inspections of vendor's work, site development, preparation installation of site improvements, equipment shelters, towers, power and grounding systems, and radio equipment;
 - Assistance in resolving site development issues that arise.
- Dispatch console configuration and development for the Police and Fire departments;
- Fire Station alerting;
- System fleet mapping and development of talkgroup (channel) planning;
- Development of radio programming templates;
- System connectivity (microwave / fiber, etc.);
- System redundancy and fallback systems;
- Failure mode review and analysis;
- Periodic project meetings to review/discuss and resolve project issues.
- Some project meetings may be conducted by conference call depending upon the nature and duration of the meeting.

Task 3—Attend & Participate in Detailed Design Review (DDR) Meeting

A detailed system design review will be conducted with the selected vendor to thoroughly discuss the proposed system and configuration prior to the ordering and manufacturing of equipment and software. Detailed system design documents identifying all required customization mutually accepted by both the vendor and the City must be prepared by the vendor. RCC will work with the City Team to review the DDR documents and will participate in the DDR project meetings and discussions.

Task 4—Attend & Participate in System Staging



Once the vendor has manufactured the radio system infrastructure the system will be staged at one of the vendor's facilities. Staging involves assembling and installing the radio system infrastructure at the staging area for testing and City review purposes. RCC recommends that designated members of the City's Team attend the factory staging of the system. RCC personnel will accompany City staff to the staging event. RCC will assist in the testing of the new system while it is in staging. The testing is done to help identify system problems that should be resolved prior to shipping the system to Norman. Typically the staging event will require one RCC person at the staging event for two days. RCC personnel have attended many system staging events throughout the past three decades.

Task 5—FCC Licensing Assistance (Part 2)

RCC will assist the City in preparation of frequency coordination and FCC licensing applications to acquire frequencies needed to support the new radio system. All frequency coordination and licensing fees are to be paid by the City directly to the Coordinator.

Due to the equipment-specific nature of microwave licenses, RCC has assumed that the microwave vendor will be responsible for microwave frequency coordination and licensing. RCC will monitor and verify that the FCC microwave licensing is ordered in a timely manner by the microwave system vendor. The selected microwave system vendor will be responsible for the microwave licensing work and that the City is granted the proper microwave channels and licenses.

Task 6—Monitor Vendor Progress, Issues & Prepare Project Status Reports

RCC will assist the City in monitoring the work performance of the selected vendor(s) and will prepare monthly project status reports reflecting the progress and issues that have arisen during the past month. Recommendations for problem resolution will be provided on a case-by-case basis. RCC will work with the City and selected vendor to monitor, track, and help resolve problems that may arise during system implementation.

Task 7—Assist the City in Acceptance Testing of the New System

RCC personnel will work closely with the City Team to help assure that the new system and equipment are appropriately tested prior to final system acceptance. The acceptance test plans that are to be incorporated into the system contract will serve as the foundation for the acceptance testing process. RCC will assist the City Team in conducting the system testing procedures outlined in the test plan.

Such testing will involve site development, equipment installation, two-way radio and microwave radio equipment testing, required functionality, system reliability and failure modes, microwave performance testing, radio coverage testing, dispatch console testing, and user radio equipment verification and proof of performance testing.

Two-way radio system coverage performance is particularly important and will be field tested to determine whether or not the radio coverage required by the City has actually been delivered. RCC has extensive hands-on experience and has conducted coverage testing in hundreds of projects several of which have been in Texas and Oklahoma. RCC recently assisted the City of Houston in planning and conducting a high-quality 200 person 90 day radio coverage test that involved 78,000 radio test calls, and in-building portable radio testing in more than 4,000 buildings within the City's service area.

Prior to final acceptance, RCC recommends that a contiguous 60 day system reliability test be successfully completed without a major system failure to help ensure that the new system is stable and ready for use by the City. Should there be a "major system failure" within the 60 day reliability test, the vendor will be instructed to address the failure, provide a cure for the problem, and once that has implemented, the system reliability test will start over at day one.

The results of the acceptance testing program will be presented to the City Team. The vendor will be provided a punch list of identified discrepancies that require correction. Upon satisfactory completion of the acceptance test process, RCC will recommend whether or not the City should approve system acceptance. In projects of this nature, it is not unusual to have a small punch-list of minor issues that need attention without holding up system acceptance.

Task 8—Project Close Out for Phase III

RCC will work with the City's Team and will make a recommendation regarding the final acceptance of the system. At final acceptance the City officially takes ownership of the system and the system warranties will begin.

Note: In some projects, RCC is requested to provide assistance in the planning for the system cutover to the new system and to be on-site for the actual cutover event. If needed, RCC can add an additional Task to Phase III to include system cutover.

APPENDIX B

Phase I Pricing

Section

5**Professional Fees & Expenses**

The following cost proposal has been based on the enclosed Phase I scope of work. The level of support needed by the City in the follow-on Phases II and III will vary depending upon the system alternative selected by the City at the end of Phase I. Once Phase I has been completed, RCC will work with the City staff to finalize the Phase II & III scopes of work and will provide a cost proposal for them at that time.

RCC will invoice the City on a monthly basis for the work undertaken in the previous month. Invoices will include professional fees and out of pocket expenses. Payment of invoices is due within 30 days.

The proposed costs are based upon the assumptions which are listed below.

- Professional fees may by mutual agreement, be adjusted if the scope of work is modified or the project schedule is significantly extended for reasons beyond RCC's control.
- Out-of-pocket expenses will be included on the monthly invoices and will be billed at actual plus an administrative fee of 10% to cover miscellaneous reimbursable expenses. Out-of-pocket expenses may include project-related travel and per diem, and printing of project documents. RCC will make every effort to ensure that such expenses are reasonable and necessary.
- Any meetings required beyond those specifically addressed in RCC's work plan are subject to further negotiations of the scope of work. The proposed number of trips to Norman has been included in the workplan.
- To help RCC be most responsive to the City, RCC may need to move project time, fees and expenses between project staff and project tasks as long as the total amount billed to the City does not exceed the contract amount.
- A single trip to Norman with two RCC personnel attending is provided for Task 11 – Presentation to the City Council.
- Additional terms and conditions are subject to RCC Consultant's Services agreement.
- This proposal is valid for 120 days.

A cost summary sheet for Phase I has been provided on the following page.

Phase I Fees and Expenses

FINANCIAL SHEET (included in Cost Proposal to Client)



June 23, 2014

RCC CONSULTANTS, INC. TECHNICAL SERVICES CONTRACT
Trunked Radio System Replacement
City of Norman, Oklahoma
Phase I: Needs Assessment & Development of System Alternatives

Professional Fees			
	Hours	Rate	Subtotal
Vice President General Manager	24	\$ 250.00	\$ 6,000.00
Director		\$ 200.00	\$ -
Managing Consultant	581	\$ 185.00	\$ 103,785.00
Senior Consultant		\$ 170.00	\$ -
		\$ -	\$ -
Administrative Assistant	38	\$ 70.00	\$ 2,660.00
Total	623		\$ 112,445.00

Travel and Per Diem Expenses		
	Rate	Subtotal
8 Round Trip Airline Fares #1 @	\$ 650.00	\$ 5,200.00
3 Round Trip Airline Fares #2 @	\$ 800.00	\$ 2,400.00
20.5 Man Days per Diem @	\$ 175.00	\$ 3,587.50
14 Days Rental Vehicle @	\$ 120.00	\$ 1,680.00
700 Miles @	\$ 0.57	\$ 399.00
Total		\$ 13,266.50
General and Administrative Fee	10%	\$ 1,326.65
		\$ 1,326.65
Miscellaneous Expenses		
3 printed copies of Phase I Report		\$ 200.00
Grand Total		\$ 127,238.15