

RADIO SYSTEM PURCHASE AND SALE AGREEMENT

THIS RADIO SYSTEM PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 17 day of June, 2021, by and between **WIZTRONICS, INC.**, a Washington State corporation ("**Wiztronics**"), and **WHATCOM TRANSPORTATION AUTHORITY**, a Washington Public Transportation Benefit Area ("**WTA**"), and subject to the following agreed facts:

A. Wiztronics owns and operates a community radio system that includes, but is not limited to, the following components:

- those licenses issued by the Federal Communications Commission ("FCC") under the call signs WNMT373, WNAR349, WNPS655, WNMR629, and all channels that are associated with such licenses ("FCC Licenses");
- those separate microwave channels (10735.000 MHz and 11225.000 MHz) that are associated with the microwave link between Squalicum Mountain and Lookout Mountain, Whatcom County, Washington ("Microwave Channels"); and
- that equipment that is set out on Exhibit A, which is attached hereto and incorporated by reference ("Equipment").

(Collectively "Radio System").

B. Wiztronics utilizes the Radio System and other associated equipment, approvals, and leases to provide radio services to a variety of public and private entities, including WTA.

C. Wiztronics provides service to WTA pursuant to the parties' October 31, 2016, Contractual Service Agreement for Digital Radio System, WTA Contract No. 2016-212RFP, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit B ("Service Agreement").

D. WTA desires to purchase the Radio System in hopes of including it as part of a community-wide radio system for public agencies, and Wiztronics is willing to sell the Radio System to WTA under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase Price.** Wiztronics agrees to sell and convey to WTA, and WTA agrees to purchase from Wiztronics, the Radio System for the total purchase price of

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Three Million Three Hundred Seventy-Six Thousand Five Hundred Twenty-Six and 43/100 Dollars (\$3,376,526.43) ("Purchase Price"). The Purchase Price shall all be paid in cash at Closing, with the Deposit to be applied towards the Purchase Price at Closing.

a. *Sales Tax.* In addition to the Purchase Price, WTA shall report and pay any and all Washington State sales tax that may be due and owing for its purchase of the Radio System, if any. WTA shall have all right and discretion to determine whether any Washington State sales tax is due and owing, and to take any and all actions to confirm or challenge assessment of any sales tax, all at its sole expense. Wiztronics shall provide all requested information and reasonable assistance to WTA in association with any such efforts.

b. *Allocation of Purchase Price.* The parties agree that the Purchase Price shall be allocated as follows:

- the Equipment: One Hundred Ninety-Two Thousand and No/100 Dollars (\$192,000.00); and

- the FCC Licenses and Microwave Channels: Three Million One Hundred Eighty-Four Thousand Five Hundred Twenty-Six and No/100 Dollars (\$3,184,526.00).

2. **Deposit.** Within two (2) business days following complete execution of this Agreement, WTA shall deliver directly to Wiztronics the total amount of One Hundred Seventy-Six Thousand Five Hundred Twenty-Six and 43/100 Dollars (\$176,526.43) ("Deposit"). The Deposit shall be non-refundable, and therefore Wiztronics can immediately retain and use the Deposit in its discretion, but subject to the following credits:

a. until Closing, the Deposit shall be credited as payment and an offset against those amounts that become due and owing by WTA to Wiztronics under the Service Agreement commencing on June 1, 2021;

b. at the time of Closing, any balance of the Deposit that remains after all deductions under paragraph 2(a) shall be applied towards the Purchase Price;

c. if this Agreement is terminated for any reason, then any balance of the Deposit on the date of termination that remains after all deductions under paragraph 2(a) shall be applied to pay amounts that become due and owing by WTA under the Services Agreement, until such time that the Deposit is completely depleted; and

d. if this Agreement is terminated for any reason, and the Services Agreement is terminated for any reason prior to the depletion of the Deposit as a payment and offset against amounts due and owing under the Services Agreement,

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then Wiztronics shall refund any such unused portions of the Deposit to WTA within thirty (30) days of termination of this Agreement or the Services Agreement, whichever occurs later.

3. **Title to Radio System.** Wiztronics shall convey to WTA at Closing all right, title, and interest in the Radio System, free and clear of all encumbrances, liens, and claims. Conveyance of the FCC Licenses and Microwave Channels shall be through that Assignment, attached hereto and incorporated by reference as Exhibit C ("Assignment"). Conveyance of the Property shall be through that Bill of Sale attached hereto and incorporated by reference as Exhibit D ("Bill of Sale").

4. **Wiztronics' Representations and Warranties.** Wiztronics represents and warrants to WTA that the following facts are true to the best of Wiztronics' knowledge following reasonable inquiry, as of the date of Wiztronics' execution hereof:

a. *Other Agreements.* At the time of execution of this Agreement, there are no other contracts or agreements for the sale or lease of all or any portion of the Radio System.

b. *Litigation.* There is no action, suit, investigation, or proceeding (administrative or otherwise) pending or threatened against or affecting the Radio System or any portion of it; the transactions contemplated in this Agreement; or which might affect the right of WTA to own, operate, use, develop, or possess the Radio System, or result in any liability to WTA.

c. *FCC Licenses.* The FCC Licenses are in good standing, all amounts due and owing have been paid, all documents have been timely filed, including, but not limited to, all necessary construction notifications for all of the FCC Licenses, and there are no existing or anticipated notices of violations, or known violations by Wiztronics of the FCC Licenses.

d. *Potential or Existing Claims.* There is no pending or threatened dispute or action concerning the Radio System.

e. *Liens.* All persons and entities supplying labor, materials, services, and equipment to the Radio System have been paid, and there are no claims of liens associated with the Radio System. There are no liens, security interests, UCC filings, judgments or other encumbrances secured against, applicable to or that could be enforced against any of the Radio System.

f. *Agreements or Leases.* Other than those Operational Leases to be disclosed under paragraph 6 and the Services Agreement, there are no agreements, leases, or other obligations relating to the Radio System.

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g. *Other Services Agreement.* Other than the Services Agreement and future services to WTA, any contract or other obligation requiring Wiztronics to provide radio services can and will be performed by Wiztronics after the Closing Date without the use of the Radio System or any component of the Radio System, unless approved by WTA in writing.

h. *Condition of Equipment.* Wiztronics has performed and maintained the Equipment in good condition, and performed all maintenance and repair work as would reasonably be undertaken by an owner or operator in the industry. Wiztronics has no knowledge of any damage or the need for any repair work to any of the Equipment.

i. *Operational Leases.* All Operational Leases are enforceable and in good standing, all payments due and owing under them have been made, and Wiztronics is unaware of any breach of such leases by any party.

j. *Marketable Title.* Wiztronics warrants that it alone has all right, title and interest in the Radio System. Wiztronics warrants that it will convey marketable title to the Radio System at the time of Closing, and that the Radio System will be free of any claims to ownership by any third party.

k. *No Violations or Actions.* To the best of Wiztronics' knowledge, its execution, delivery, and performance of its obligations under this Agreement do not constitute a default under any provision of any law, governmental rule, regulation, judgment, decree, contract, or order by which Wiztronics is bound.

l. *Assessments.* There are no currently due and payable assessments against the Radio System.

m. *Judgments.* There are no judgments of any kind that have been entered against Wiztronics which could be executed against the Radio System.

n. *Survival.* The representations and warranties made by Wiztronics shall be true and correct as of the date hereof and shall be deemed automatically reaffirmed on the Closing Date as true and correct.

5. **Contingencies.** WTA's obligations under this Agreement are subject to satisfaction of the following conditions precedent:

a. *Feasibility Contingency.* WTA shall be satisfied, at WTA's sole discretion, concerning all aspects of the Radio System, including, but not limited to, the physical condition of the Equipment, the potential performance of the Radio System, the title of any component of the Radio System, the availability of governmental permits and approvals, the availability for funding necessary for WTA's closing of this Agreement or

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needed for the intended use of the Radio System, the feasibility of the Radio System for WTA's intended purpose, and the existence and/or terms and conditions of any Operational Lease or any other lease, contract, or interlocal agreement that WTA will need to enter or secure in association with the Radio System ("**Feasibility Contingency**"). This Feasibility Contingency shall be subject to the following:

i. **Scope of Inspection.** As part of this Feasibility Contingency, WTA may, at its sole expense, review all aspects of the Radio System; the FCC Licenses; the Equipment; the Operational Leases; existing approvals and permits for the Radio System; UCC filings; the procedure and time period for obtaining approval for any needed permits or building approvals; the terms and conditions associated with any existing or potential interlocal agreement associated with the Radio System; and the sufficiency and availability of utilities.

ii. **Disclosure.** As part of WTA's inspection, within five (5) business days following complete execution of this Agreement, Wiztronics shall disclose any and all liens, claims, security interests, or judgments that may have been made or that may attach to any component of the Radio System.

iii. **Feasibility Time Period and Waiver.** WTA shall have sixty (60) days following full execution of this Agreement to conduct the inspection set out under paragraph 5(a)(i) herein ("**Feasibility Term**"). WTA may only waive the Feasibility Contingency by providing written notice to Wiztronics of such waiver by the end of the Feasibility Term. In the event WTA does not timely provide Wiztronics with such written notice, then this shall automatically terminate.

b. **Approval of Assignment of FCC Licenses.** The Closing is expressly contingent upon securing approval from the FCC for Wiztronics to assign the FCC Licenses to WTA. The parties will cooperate in seeking FCC approval, with Wiztronics paying any and all fees and costs associated with securing and completing such assignment.

c. **Securement of Satisfactory Leases.** The Closing is expressly contingent upon WTA's satisfaction and acceptance of the assignment of any Operational Leases, and/or negotiation of new leases with any property owner that are necessary for operation of the Radio System, including Wiztronics ("**Lease Contingency**"). WTA may only waive the Lease Contingency by providing written notice to Wiztronics of such waiver within ten (10) business days prior to Closing.

d. **Approval by the Whatcom Transportation Authority Board of Directors.** WTA is a Public Transportation Benefit Area, formed and operating under the authority of RCW Chapter 36.57A. Closing of the purchase contemplated under this Agreement is specifically contingent upon approval of the purchase by WTA from the Whatcom Transportation Authority Board of Directors. Confirmation of such approval

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shall be delivered to Wiztronics at least ten (10) days prior to Closing. If notice of such approval is not provided by WTA to Wiztronics by this date, then this Agreement shall automatically terminate, and neither party shall have any further rights or obligations under this Agreement, except Wiztronics' obligations under paragraphs 2(c) and (d), and each parties' obligations to indemnify, hold harmless, and defend the other party.

e. *Mutual Agreement on Future Service Agreement.* Closing shall be contingent upon the parties' mutual agreement on the terms and conditions of a Future Service Agreement for Wiztronics to provide radio services after Closing, at least ten (10) business days before the Closing Date.

f. *Satisfaction or Exercise of Contingencies.* At such time that all of the above contingencies are satisfied or terminated, WTA shall have no further right to terminate this Agreement, except in the event of a Wiztronics default. Should WTA timely notify Wiztronics that it terminates this Agreement based upon any contingency, or in the event of automatic termination, then neither party shall have any further rights or obligations under this Agreement, except Wiztronics' obligations under paragraph 2(c) and (d), and each parties' obligations to indemnify, hold harmless, and defend the other party.

6. **Operational Leases.** Some of the Equipment is located on real property that is owned by third parties, and subject to leases ("**Operational Leases**"). Within five (5) business days following execution of this Agreement, Wiztronics shall provide WTA with a true and correct copy of all written Operational Leases and shall disclose the terms and conditions of any oral Operational Leases.

7. **Closing.** The Closing shall be held, and delivery of all items shall be made, at the offices of _____ ("Closing Agent") twenty (20) calendar days following final approval from the FCC of the assignment by Wiztronics of the FCC Licenses to WTA, or August 20, 2021, whichever is later ("**Closing Date**"). The Closing Date may be shortened or extended subject to the written approval of both parties.

8. **Continuation of Service by Wiztronics.** Wiztronics shall continue to provide radio service to WTA as follows:

a. *Prior to Closing.* Prior to the Closing Date, Wiztronics shall continue to provide radio services to WTA pursuant to the terms and conditions of the Service Agreement, including, but not limited to, any time period that extends beyond expiration of the original Term of the Service Agreement, which is October 31, 2021 ("**Service Agreement Expiration Date**"). To the extent that Closing occurs after the Service Agreement Expiration Date, then this Agreement shall constitute an amendment of the Service Agreement, so that the expiration date of its initial term shall be the Closing Date.

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If this Agreement is terminated for any reason, then WTA's execution of this Agreement shall hereby constitute its exercise of its right to extend the initial Term of the Services Agreement for an additional five- (5-) year term, and Wiztronics hereby waives and releases WTA from any further obligation to provide written notice to extend as called for under paragraph 11 of the Services Agreement. Wiztronics shall thereafter continue to perform under the Services Agreement, subject to use of the Deposit as a credit as called for under paragraphs 2(c) and (d).

b. *Post-Closing Service.* After the Closing Date, WTA will require that Wiztronics continue to provide radio services to WTA using the Radio System, and other equipment and assets of Wiztronics. The parties will negotiate in good faith for entry of a new services agreement, or mutually agreeable amendments to the existing Service Agreement, under which Wiztronics will provide radio service after the Closing Date at the levels of service currently provided by Wiztronics under the Services Agreement. ("Future Service Agreement").

9. **Documents and Amounts to Be Delivered by Wiztronics for Closing.** On or prior to the Closing Date, Wiztronics shall deposit with Closing Agent, the following:

a. *Proof of Ownership.* In addition to the representations and warranties set out herein, Wiztronics shall provide any documents that may exist to confirm that title to the Radio System is in its name or provide such other reasonable documents or assurances requested by WTA to prove, to the satisfaction of WTA, that it has other legal rights to convey the Radio System.

b. *Conveying and Operational Documents.* The Assignment, Bill of Sale, Assignments of the Operational Leases, leases necessary to operate the Radio System, a Future Service Agreement, and any other document reasonably necessary to perform under this Agreement, all duly executed and acknowledged by Wiztronics, and any other documents.

c. *Clearing of Security Interests.* Any documents required to eliminate any existing security instruments or liens on the Radio System.

d. *Other Necessary Documents.* Such other instruments and documents as are reasonably required by this Agreement, or otherwise required to close and consummate the purchase of the Radio System in accordance with the terms hereof.

10. **Documents and Amounts to Be Delivered by WTA for Closing.** On or before the Closing Date, WTA shall deposit with Closing Agent the following:

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a. *Purchase Price.* The Purchase Price in cash, less any unused portion of the Deposit that has not been credited and applied towards amounts due and owing from WTA under the Services Agreement.

b. *Reimbursement of Credited Amounts Due Under Services Agreement.* As additional consideration for the sale of the Radio System pursuant to the terms and conditions of this Agreement, WTA shall, at the time of and conditioned upon Closing, reimburse Wiztronics for all portions of the Deposit that were used as a credit and applied to pay for amounts due and owing by WTA under the Services Agreement prior to the Closing Date.

c. *Approval.* Documentation confirming approval of the purchase by the Whatcom Transportation Authority Board of Directors as called for under paragraph 5(d).

d. *Conveying and Operational Documents.* The Assignment, Bill of Sale, Assignments of the Operational Leases, leases necessary to operate the Radio System, a Future Service Agreement, and any other document reasonably necessary to perform under this Agreement, all duly executed and acknowledged by WTA, and any other documents.

e. *Other Necessary Documents.* Such other instruments and documents as are reasonably required by this Agreement, or otherwise required to close and consummate the purchase of the Radio System in accordance with the terms hereof.

11. **Prorations.** All expenses of the Radio System, if any, shall be prorated as of 12:01 a.m. on the Closing Date, with the proration being performed by Closing Agent.

12. **Costs and Expenses Paid at Closing.** WTA shall pay all costs and expenses associated with Closing. WTA and Wiztronics shall bear their own costs and attorneys' fees related to the negotiation of and the preparation of documents for this transaction, including, but not limited to, this Agreement.

13. **Possession and Use of Radio System.** Full possession of the Radio System shall be delivered to WTA on the Closing Date, subject to the right of Wiztronics to continue to possess, use, and operate pursuant to a Future Service Agreement. Notwithstanding any right for Wiztronics to possess and use the Radio System or any portion thereof after the Closing Date, such use shall only be for the purpose of providing radio services to WTA, unless otherwise expressly authorized by WTA in writing.

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14. **Default and Remedies.** In the event that WTA fails, after the removal of the contingencies and without legal excuse, to complete the purchase of the Radio System, Wiztronics shall be entitled to retain any balance of the Deposit, but only for the purpose of applying or reimbursing such balance as set out in paragraphs 2(c) and (d).

In the event of Wiztronics' default, WTA may either seek specific performance of the Agreement and all of Wiztronics' obligations thereunder, or, unless otherwise prohibited by another term in this Agreement, terminate this Agreement subject to its rights under paragraphs 2(c) and (d) and 8. The parties expressly confirm that the Radio System is unique and impossible for WTA to replace, and therefore money damages for any breach by Wiztronics would be inadequate. Therefore, specific performance is an appropriate and agreeable remedy for WTA should Wiztronics breach the Agreement.

15. **Further Documentation.** Each of the parties agrees to execute, acknowledge, and deliver, upon demand by the other, any document which such other party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such demand imposes no different or greater burden upon such party than is imposed hereunder. This provision shall include, but not be limited to, the transfer of the FCC Licenses.

16. **Arbitration, Attorneys' Fees, and Governing Law.** Any action to enforce or interpret any term of this Agreement, or any instrument executed pursuant to this Agreement, shall be submitted to arbitration in Bellingham, Washington. The parties shall mutually agree upon an arbitrator to hear any action. The procedures for such arbitration shall be those applied in a mandatory arbitration in the Superior Court for the State of Washington, except that the arbitrator shall have the authority to grant equitable relief. The party prevailing in any action or proceeding shall be entitled to recover all costs and reasonable attorneys' fees from the other party in addition to all other relief allowed by law, including the obligation to pay all fees of the arbitrator(s).

This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the state of Washington.

17. **Brokers and Representatives.** Neither party has been represented by any broker or other agent.

18. **Notices.** All notices, demands, requests, consents, and approvals which may be, or are required to be, given by any party to any other party, shall be in writing and shall be deemed to have been given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

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Wiztronics at: Gerald L. Noe
1800 Ellis Street
Bellingham, WA 98225-4619

Wiztronics' attorney at: Robert H. Schwaninger
Schwaninger Law, Inc.
2724 Niagara Falls Court
Festus, MO 63028
rschwaninger@sa-lawyers.net

WTA at: Whatcom Transportation Authority
Attn.: Josh Nylander
4011 Bakerview Spur
Bellingham, WA 98226
joshn@ridewta.com

WTA's attorney at: Mark J. Lee
Wolf & Lee, LLP
230 E. Champion Street
Bellingham, WA 98225
mark@bellinghamlegal.com

or to such other address as either party hereto may designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original document. At the request of either party or Escrow Holder, the parties will confirm facsimile transmitted signatures by signing an original document. If the last day of a period falls on a day on which the recording office of Whatcom County is closed, the expiration of the period shall be extended to the first (1st) day thereafter in which any such recording office is open.

19. **Amendment.** No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all parties.

20. **Waiver.** No failure by Wiztronics or WTA to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver. Any party may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter this Agreement; and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

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21. **Survival.** All provisions of this Agreement which involve obligations, duties, or rights and all representations, warranties, and indemnifications made in or to be made pursuant to this Agreement shall survive the Closing Date and be separately enforceable as a contract.

22. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed an original instrument.

24. **Additional Acts.** Wiztronics and WTA shall perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, at the Closing, any and all such further acts, deeds, and assurances as WTA or Wiztronics, as the case may be, may reasonably require to: (a) evidence and vest in WTA the ownership of and title to the Radio System; and (b) consummate the transactions contemplated hereunder.

25. **Time of Performance.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties. The parties will take all reasonable actions to cause the Closing to occur as soon as possible.

26. **Legal Advice.** This Agreement has been prepared for WTA by the law firm of Wolf & Lee, LLP and for Wiztronics by Schwaninger & Associates.

27. **Entire Agreement.** The entire agreement between the parties is contained in this Agreement; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Wiztronics nor WTA shall be liable to the other for any representations made by any person concerning the Radio System or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

28. **Radio System and Grounds Maintained.** Until Closing and transfer of possession, Wiztronics shall maintain those portions of the Radio System and improvements and systems, in the same general condition as it is in at the time of full execution of this Agreement, including, but not limited to, maintaining good repair of all improvements and systems.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set below each of their signatures.

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**BUYER: WHATCOM TRANSPORTATION
AUTHORITY**

SELLER: WIZTRONICS, INC.

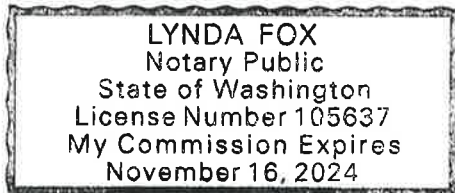

By: Les Reardanz
General Manager
Dated: 6/17/2021


Gerald L. Noe
President
Dated: 6/16/2021

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 17th day of June 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared **LES REARDANZ**, to me known to be the General Manager of **WHATCOM TRANSPORTATION AUTHORITY**, the Washington Public Transportation Benefit Area that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Public Transportation Benefit Area, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the Public Transportation Benefit Area.

Witness my hand and official seal hereto affixed the day and year first above written.



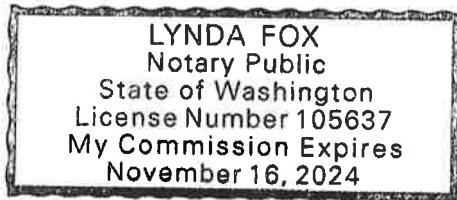

Printed Name: Lynda Fox
Notary Public in and for the state of
Washington, residing at Custer
My commission expires: November 16, 2024

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STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 16th day of June 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared **GERALD L. NOE**, to me known to be the President of **WIZTRONICS, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Lynda Fox
Printed Name: Lynda Fox
Notary Public in and for the state of
Washington, residing at Custer
My commission expires: November 16, 2024

EXHIBIT A

Exhibit A: Equipment

Lookout Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Squallcum
1	Netgear FS	Switch
Squalicum Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Lookout
1	Netgear FS	Switch
Devils Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Mount Constitution		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply

3	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Sumas Mountain		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
3	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Baldi Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Spares		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
6	Millicom	Power Amplifier
4	RF Technology	Power Amplifier
MISC		
QTY	PART NUMBER	DESCRIPTION
1	Gen2 System Upgrade	
1	KSGCP20000 Server	
1	KPG-1000SY System Software	Dell server & software
1	KPG-1002GW IP Gateway Software	Dell server & software

EXHIBIT B

CONTRACTUAL SERVICE AGREEMENT **Digital Radio System**

This CONTRACTUAL SERVICE AGREEMENT ("Agreement") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY (WTA), a Washington municipal corporation, and WIZTRONICS, INC, a Washington corporation (CONTRACTOR) for the use of the CONTRACTOR owned and operated radio network and frequencies. The Agreement term is for five (5) years with an option for WTA to extend the term for one (1) additional five (5) year term as set out below (collectively "Term").

WTA and CONTRACTOR agree as follows:

1. In addition to this document, the Agreement documents in order of precedence, and the terms and conditions that will govern this Agreement, are set out herein, and in the following documents, which are incorporated by reference:
 - Request for Proposal 2016-212
 - Addenda #1, Issued May 9, 2016
 - Addenda #2, Issued May 26, 2016
 - CONTRACTOR Price and Proposal Submission
 - CONTRACTOR interview responses and subsequent follow up responses
 - Technical Statement of Work to be mutually agreed to by the parties
 - Federal Communications Commission Licenses WNAR349 and WNPS655 (Exhibit A)
 - Purchase Orders issued by WTA
 - Any written and executed Change Orders
2. CONTRACTOR shall perform all the work required by the Technical Statement of Work
3. Contract price is firm fixed for Thirty and No/100 Dollars (\$30.00) per unit per month with a Thirty Five and No/00 Dollars (\$35) per unit configuration and implementation fee plus sales tax for the first five (5) years. A UNIT for this contract is any portable radio, mobile radio, base station, or console. Each unit will be identified with a unique number (UNIT ID).
4. No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's Procurement & Grants Coordinator. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's Procurement & Grants Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of WTA.
5. WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.
6. CONTRACTOR confirms that it currently has exclusive permissions to utilize two Federal Communications Commission ("FCC") licenses: (1) License WNAR349 with a current expiration of 10/31/20 and (2) WNPS655 with a current expiration of 9/8/19 (collectively "Licenses"). A copy of the Licenses as of contract execution date are attached and incorporated by reference as Exhibit A. CONTRACTOR shall maintain the Licenses in good standing, and shall take all actions to obtain extensions and/or continuations of the Licenses to fulfill the obligations under the Agreement. CONTRACTOR shall provide WTA with notice of any information it becomes aware of that relates to any changes or potential changes in the status of the Licenses. WTA will confirm all extensions and/or continuations through the Federal Communications Commission Universal Licensing System.
7. WTA reserves the right to add or delete services from this Agreement, and will make appropriate adjustments to the contract price.
8. In addition to all other rights under the Agreement and notwithstanding the stated Term of the Agreement, WTA may immediately terminate this Agreement pursuant to Part 7(17) of the Request for

Proposal 2016-212, if any of the Licenses expire or are terminated by the FCC based upon the actions, inactions or fault of CONTRACTOR, or should CONTRACTOR repurpose, lease or share the License with a third party. In such case, the Term of the Agreement shall be considered the term of the expired or terminated License. If any of the Licenses expires or is otherwise terminated, and WTA does not terminate, then CONTRACTOR shall take all reasonable actions to provide the services called for under the Agreement through any Licenses that remain in effect, and shall take all other reasonable actions to obtain additional licenses that it may need to provide the services called for under the Agreement. Notwithstanding the above, should the FCC terminate any of the Licenses for any other reason, then the Agreement will terminate as to that License, WTA shall have the right to terminate the Contract for cause under Part 7 Appendix A(17) of the RFP, but CONTRACTOR shall not be liable to WTA for any damages.

9. CONTRACTOR warrants and represents that the Licenses are not currently pledged as a security interest nor subject to any claim or lien, nor otherwise the subject of any option, first right of refusal, purchase and sale agreement, Spectrum Leasing Arrangement, or other transferring agreement.
10. CONTRACTOR warrants and represents that it shall not assign, pledge, transfer, lease or sell the Licenses, or enter any Spectrum Leasing Arrangement without requiring that the acquiring party accept an assignment of CONTRACTOR's obligations under this Agreement pursuant to Part 7, Appendix A(13) of the RFP. CONTRACTOR shall give written notice to WTA of any future transfer, lease, Spectrum Licensing Arrangement or assignment of the License at least sixty (60) days prior to the effective date of such transfer.
11. WTA may exercise its right to extend the Term for an additional five (5) years by providing CONTRACTOR with written notice of such extension by at least thirty (30) days before expiration of the initial five (5) year term. The terms and conditions for such extended period shall be those conditions on this Agreement. If the Agreement is extended, CONTRACTOR is permitted to request an Economic Price Adjustment to the service fee as outlined in Section 5.G of the RFP.
12. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated is excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.
13. Nothing contained herein shall be deemed to be CONTRACTOR's guarantee of the propagation of any radio signal which may be affected by weather, terrain and other factors outside of CONTRACTOR's control. Nothing contained herein shall be deemed CONTRACTOR's guarantee against power outages, lightning strikes, or other circumstances outside of CONTRACTOR's control. Accordingly, WTA agrees to hold harmless, but not indemnify nor defend, CONTRACTOR for any incident when a wireless communication is not received or transmitted due to any cause outside of CONTRACTOR's control.

EXECUTED this 31 day of October, 2016

WTA:


Peter L. Stark, General Manager
Whatcom Transportation Authority
4111 Bakerview Spur
Bellingham, WA 98226

CONTRACTOR:


Gerald L. Noe, President
Wiztronics, Inc.
1800 Ellis Street
Bellingham, WA 98225



**Whatcom Transportation Authority
REQUEST FOR PROPOSALS
FOR
VENDOR OWNED
2-WAY DIGITAL RADIO SYSTEM
#2016 - 212**

SOLICITATION RELEASE DATE:

April 22, 2016

PRE-PROPOSAL CONFERENCE:

Wednesday, May 25, 2016 at 1:30 PM

SOLICITATION DUE DATE AND TIME:

June 8, 2016 no later than 12:00PM

**Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9332
procurement@ridewta.com**



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Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. We operate 60 fixed route buses, 41 paratransit minibuses, and 39 vanpools. WTA also owns and maintains 30 staff vehicles. You can learn more about WTA by visiting www.ridewta.com

The Whatcom Transportation Authority's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Proposers are advised that they will be required to adhere to the terms and conditions of this solicitation packet. WTA will not make any concessions or negotiate any aspect of the required service or contract once the Intent to Award is issued.

WTA is requesting proposals for a vendor owned and operated two way digital radio system, including network and repeaters, for coverage throughout its service area ([Appendix B](#)). The vendor owned system must meet all FCC requirements and provide reliable, efficient, radio and network functionality to accommodate all WTA radio communications. Contractor shall provide guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.

WTA's service area includes the cities of Bellingham, Ferndale, Lynden, Blaine, Everson, Kendall, and Sumas as well as un-incorporated regions surrounding these communities (Whatcom County). In conjunction with Skagit Transit, WTA provides service from Bellingham to Mt. Vernon Monday through Saturday via the I-5 corridor.

This contract will cover network use and service for a term of five (5) years with an option to renew for an additional five (5) years. The length of the proposed contract has been approved by Procurement as authorized under WTA's Purchasing Policy, Section 5.

Throughout this RFP Vendor, Contractor, and Proposer are used interchangeably.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award. Marking an entire submission as Confidential or Proprietary does not relieve WTA from Public Disclosure requirements. It is the Vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.



Part 2 – Proposer Information & Instructions

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

2.A Proposal Schedule

Activity	Date - 2016
Solicitation Release	April 22
Pre-Proposal Conference	May 25 at 1:30 PM PST
Approved Request for Clarification & Equals	June 1 no later than 5:00 PM PST
Proposal Due Date*	June 8 no later than 1:00 PM PST
Proposer Demonstrations/Site Visits/Interviews**	June 20 - 24
Final Selection (Best and Final Offer)**	August 1
Notice of Intent to Award***	August 4
Estimated Award Date	No later than August 18

**The WTA will reject proposals that are submitted after this deadline*

***The WTA reserves the right to award a contract(s) without demonstrations or a Best and Final Offer.*

****Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.*

WTA reserves the right to modify the Procurement Schedule through written addenda.

The pre-proposal conference will be held at WTA's administrative offices located at 4111 Bakerview Spur, Bellingham, WA 98226. The pre-proposal conference is not mandatory, but will benefit interested proposers.

Proposers should be willing and able to attend any post-proposal interviews in person. Interviewee's will be notified by the close of business on June 15, 2016 that an interview has been scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials. Requirements of the interview & demonstration will be provided when the interview is scheduled.

2.B Proposal Guidelines

Proposers must pay close attention to and strictly follow all instructions.

Proposers are expected to fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposer acceptance of the terms and conditions of this solicitation request and subsequent contract(s).



The Proposer is responsible for all costs related to the preparation of the submitted proposal, demonstrations, interviews, or any other fees and charges relating to the preparation and submission of a proposal.

Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

Except as otherwise stated, incomplete or conditioned proposals, or proposals containing erasures, alterations, or items not called for or do not conform to the law, may be rejected as non-responsive.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes in the form of a written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is not received by the required deadline
- The proposal is not in the format as required
- The Proposer fails to meet the minimum requirements listed in [Part 3.B](#)
- Any required form is not signed
- Vendor information, references, or any other form is incomplete
- Any other reason determined to be in the best interest of the WTA
- The proposal does not meet required terms and conditions

Proposals may not be modified after opening unless requested by WTA. Proposals may be withdrawn at any time.

Proposals submitted will not be public information until after award. Refer to [Section 3.E](#) for more information.

Submissions become property of WTA. WTA reserves the right to request information to be displayed differently than presented (for example, request a bundled pricing structure be itemized). However, proposals with details that have been altered in any other way than requested will be rejected and not considered for award.

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline.



WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification will result in rejection of that proposal. WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible. Please refer to [Part 6](#) for more information.

3.B Minimum Proposer Qualifications

WTA requires all Proposers to meet and demonstrate the following qualifications when submitting a proposal. A proposal from a Proposer not meeting these minimum qualifications will not be reviewed.

- Own a local network or be able to cover all of WTA's service area with an existing network and be able to demonstrate the ability to maintain the network throughout the up to ten (10) year life of the contract.
- Employ trained staff available twenty four (24) hours a day/seven (7) days per week qualified to maintain network infrastructure.
- Guaranteed response to WTA issues within one (1) hour from notification. (Contracted answering services are not preferred for two (2) hour response.)
- Guaranteed response to Repair issues of no less than two (2) hours.
- The Proposer shall provide guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.
- The Proposer shall provide detailed coverage maps that support the coverage guarantees for this RFP. If the Proposer cannot cost effectively meet the coverage requirements, the Proposer is to note this in its response and provide the incremental cost to meet the coverage requirements.
- The Proposer shall have business insurance, including Professional Liability/Professional Indemnity as outlined in [Appendix A](#) #30.

A Proposer, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing (including appropriate insurance coverage) necessary to satisfactorily meet the requirements set forth or implied in the proposal. Failure to provide sufficient evidence when requested may be cause for proposal rejection. Please refer to [Part 6](#) for the handling of "Confidential" or "Proprietary" information.

2.C Proposal Submission

An electronic copy or a dedicated CD/USB Flash Drive is the preferred method of submission. The proposal is to be submitted to:

Magan Waltari, Procurement & Grants Coordinator/DBELO
Whatcom Transportation Authority
4111 Bakerview Spur Rd.



Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com

Hard copies will also be accepted in place of an electronic submission. Hard copies will be unbound (i.e. no staples, combs, binders, etc.) with envelopes plainly marked "Sealed Proposal RFP #2016-212." No responsibility will attach to the WTA for premature opening of proposals not properly addressed or identified.

WTA makes no provision for specifically collecting mail from its reception area, mail box, or receiving dock immediately prior to the deadline. Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) should, therefore, be sent in ample time to arrive before the actual due date and time. WTA shall not be liable for checking the reception area, mail box, or receiving dock immediately prior to the time of opening.

Proposers are asked not to include any marketing material, flyers, general information brochures, company promotional information, etc. Cut sheets and technical specifications are permitted only if they pertain to the equipment or service being proposed.

All proposals and submissions become the property of the WTA. Pages of the proposal should be numbered, and sections clearly outlined. Any confidential or proprietary information should be submitted separately and clearly marked as "Proprietary" or "Confidential." Please refer to [Part 6 Proposals as Public Records](#) for more information. THE SCOPE AND EXTENT OF PROTECTION THAT WTA CAN PROVIDE TO INFORMATION DESIGNATED AS PROPRIETARY AND CONFIDENTIAL IS LIMITED. ALL BIDDERS SHOULD REVIEW [PART 6](#) FOR A FULL EXPLANATION.

2.D Request for Exceptions, Approved Equals, and Clarifications

- A. If a Proposer finds discrepancies, omissions, or errors in the solicitation, specifications, or work scope, notify Magan Waltari, Procurement & Grants Coordinator, at the WTA no later than June 1 no later than 5:00 PM PST by using the Request for Clarifications/Approved Equal form ([Exhibit C](#)). The Request for Clarifications/Approved Equal form may be faxed, emailed, or sent via regular mail. Email inquiries will be accepted at procurement@ridewta.com.
- B. Proposers seeking alternatives, clarifications, or exceptions to any contract terms submit the Request for Clarifications/Approved Equal form ([Exhibit C](#)) as outlined above.
- C. Questions or clarifications pertaining to the RFP and subsequent contract(s) will be submitted on [Exhibit C](#).
- D. Where the approval of the WTA is specifically required by these provisions in connection with a proposal containing "approved equals" or "substitutions" from specific requirements of these provisions, the Proposer shall submit written



requests on [Exhibit C](#) provided by June 1 no later than 5:00 PM PST. Requests may be faxed, emailed, or sent via regular mail.

The offers of substitution shall be made in writing to the Procurement & Grants Coordinator and shall include sufficient data to assess the acceptability of the material or equipment for the particular application and requirements. Proposers must provide a detailed cost comparison between what is requested and what is being proposed as an alternate solution. This request must also demonstrate adequate and equivalent performance and durability of what is specified.

- E. Proposals shall be submitted containing any approved equals, or deviations confirmed in writing by WTA. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications may be cause for rejection as non-responsive. The burden of proof of the merit of the proposed substitute is upon the Proposer. WTA's decision of approval or disapproval of a proposed substitution shall be final.
- F. If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes. Vendor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the WTA. Within thirty (30) calendar days after receipt of the offer of substitution, the Project Team will review the material submitted and advise the Vendor of any objections, request further information, or approve the substitution in writing. Upon notification, the Vendor shall either provide material or equipment which complies with project specifications or furnish requested additional information.
- G. While the Project team might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any proposed cost differential associated with a substitution shall be reflected in the offer and, if the substitution is accepted, the Contract Documents shall be modified by a change order.
- H. If the Vendor wishes to offer a substitution, the Vendor shall bear WTA's cost for evaluating the requested substitution even though the request may be denied. Costs will be charged on a time-and-expense basis and will be deducted from progress payments due the Vendor.
- I. Requests will not be acknowledged or addressed from suppliers, distributors, or manufacturers unless they are bidding directly on the solicitation.

2.E Submission Package



All submittals become the property of WTA and are subject to public disclosure requirements.

Failure to include any of the requested information will render the proposal non-responsive.

Proposers must address the following areas in this order with each section clearly identified. Proposals must not exceed twenty five (25) single spaced pages with font no smaller than twelve (12) point and single columns. Proposals exceeding twenty five (25) pages will be considered not responsive and rejected. Failure to follow the below order will render the submission as non-responsive and it will not be evaluated.

Proposers are asked not to include any marketing material, flyers, general information brochures, company promotional information, etc. Cut sheets and technical specifications are allowed provided they pertain to the equipment or service being proposed.

1. Company Information:

- A. Provide a brief history and description of your firm. Include general information regarding organizational structure, size, capabilities, and the firm's qualifications and experience in executing similar scopes of work.
- B. Detail your firm's approach to supplying WTA with area wide radio service as required in the statement of work.
- C. Describe of your experience working with other government agencies regulated by State and/or Federal laws.

2. Project Plan

- A. Provide a brief schedule that describes major, upper level, activities and tasks, and how the Proposer will meet WTA's expectations. Detail how these tasks will be monitored and met to ensure timely delivery. Describe procedures including communication with WTA and escalation procedures in the event deadlines are missed.
- B. Illustrate your network coverage area & resources.
- C. Supply an implementation scenario that provides continuous communications between WTA facilities and vehicles during installation.
- D. Demonstrate your understanding of WTA's needs, and the requested scope of service. Provide capability statements regarding delivery of critical aspects of the project requirements. Specific, actionable, step-by-step descriptions of the Proposer's approach are encouraged. Proposers may also include performance information further describing the experience, expertise, and capability of their firm and project team individuals.
- E. Briefly summarize the major assumptions that have been made in preparing the proposal. Include items/tasks assumed WTA will perform, items/tasks required from WTA, and items/tasks that have not been included in the proposal (items that may be outside of the work scope).
- F. Identify any potential project risks that are outside of the firm's control. Include concerns relating to the project success, explain why the risk is a risk,

and make sure the risk is specific to the current project. Identify solutions to avoid or minimize the identified risks. Lay out a plan to reduce the impact to the project and prioritize the risks in order of importance.

- G. Include a detailed description of the Emergency Declaration features and program options.
 - H. Label any exclusions, where applicable, that will prevent the proposed system from functioning.
3. Network Coverage
Proposer will supply WTA their network coverage map for Whatcom County and Interstate 5 corridor from the Canadian border to Mount Vernon in Skagit County.
4. Equipment
Proposer shall submit the technical specifications on radio communication equipment that can be used with the system (i.e. in-vehicle radios, mobile hand held, dispatch consoles, etc.).
5. Client References
Provide reference information for at least five (5) clients from the last three (3) years. These customers will have similar scopes to what is being proposed. Other transit agencies are preferred but not required. Contact information must be current and accurate in order to be evaluated.
6. Provide price list
This should include labor, materials, equipment, profit, overhead, travel, insurance, freight, shipping, licensing, taxes, and any other reimbursable fees. (Use [Exhibit E format](#)).

Proposers are advised to review [Part\(s\) 5.J](#) and [5.K if their](#) proposal involves construction or installation at any of WTA's facilities.

On a separate sheet, express any value added options or ideas that may benefit the agency. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics. Before award, WTA will determine if the value added items will be accepted or rejected.

2.F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. It is WTA policy to have any officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract to recuse themselves from any evaluation decision pertaining to this proposal.



WTA requires that Proposers and staff declare any perceived or actual conflict of interest. A conflict of interest does not immediately prevent a Proposer from submitting a proposal. WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict. Failure to disclose any perceived or actual conflict of interest will render a proposal non responsive. Disclosure should be detailed on a separate sheet.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The vendor will be responsible for any additional costs incurred by WTA to engage another contractor to finish the work.

Conflict of interest would occur under the following:

- Vendor assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or encouraging the use of a particular brand or supplier/distributor.
- Vendor or supplier/distributor assists in the creation of a project budget.
- Vendor or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.

Proposers are required to submit [Exhibit F](#) and [Exhibit G](#) with their proposal indicating their understanding and acknowledgement of this section. Any perceived or real conflicts must be detailed in writing on a separate sheet.

2.G Addenda

Addenda will be issued to all Proposers should questions or clarifications be deemed significant enough to affect received bids. It is the bidders' responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on [Exhibit B](#).

Addenda is uploaded to each WEBS solicitation, sent to Proposers who have requested a bid packet from the procurement office, and posted on the WTA website.

Bids not acknowledging addenda will be considered not responsive and not reviewed.

2.H Contact with WTA

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, Procurement & Grants Coordinator/DBELO
4111 Bakerview Spur



Bellingham, WA 98226
360.788.9332
procurement@ridewta.com

2.J Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging the WTA staff or Evaluation Committee's recommendation of a potentially successful Proposer. The protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Procurement Action: meaning specific procurement steps, such as setting the calendar of events, producing the proposal/bid document, advertising the proposal or bid in legal paper of record, maintaining a list of proposal/bid holders, conducting a pre-proposal meeting, responding to all approved equals/clarifications received by the appropriate time and date, addenda issued straightforwardly to all proposal/bid holders, enforcing closing time and date, providing proctoring services to the project manager and evaluation committee, setting criteria weights, conducting interview process with top-scoring Proposers and evaluation committee, creating notes to file regarding the proposal/bid process, issuing award/non-award letters, and maintaining a written record of the procurement.)

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the vendor if a contract has been awarded. If no award has been made, notice will be provided to all solicitation holders.



Stay of Award. If a protest is filed, the award may be made unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be sustained.
- b) Stay of the award is not contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than 21 days after receipt.

2.K Inter-Agency Purchases

In accordance with the Washington State Interlocal Cooperative Act RCW 39.34, other municipalities or political subdivisions may purchase the same equipment or services from the vendor over the subsequent time period for which the vendor is willing to honor the bid price. WTA shall assume no legal or financial responsibility for any transaction between the contractor and another agency under this contract.

Proposer shall indicate in their proposal whether or not they are willing to provide access to this contract to other agencies. Participation is not mandatory.



Part 3 – Proposal Evaluation

The Procurement & Grants Coordinator will preside over the evaluation committee comprised of individuals from the project development team. They will be individuals involved in the research and drafting of the scope of work in [Part 4](#). The committee will be responsible for reviewing and evaluating the Submission Packages described in [Section 2.E](#) against the Evaluation Criteria in [Section 3.D](#).

The Procurement & Grants Coordinator will review the packages also, provide input, assemble evaluation aids, and perform other functions as needed by the team to appropriately evaluate the submissions. Scoring may be performed in isolation, together as a group, or a combination of both. Please note that the Procurement & Grants Coordinator does not score any proposal.

If necessary, committee members may be substituted.

WTA is using a Request for Proposal (RFP) negotiated procurement process for this contract. This process may or may not include interviews, demonstrations, and/or a Best and Final Offer (BAFO) process. Proposer shall not presume that any of these aspects will occur, nor that WTA is required to engage all Proposers in interviews, demonstrations or BAFO's.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award under the Washington State Public Records Act.

Proposal evaluations and any discussions/negotiations, including documentations, correspondence, and meetings, will be kept confidential until a contract has been fully executed by both WTA and the selected Proposer.

Evaluations will be made based on the evaluation criteria listed below ([Section 3.D](#)). WTA reserves the right not to award to the lowest cost Proposer. The Proposer that best fits the needs of WTA and provides the best overall value to the agency will be selected.

The Proposals will be opened by the Evaluation Committee in private.

Proposals that do not comply with these instructions and do not include the required information will be rejected as non-responsive and not be considered. Proposers must pay close attention to and strictly follow all instructions. Submittal of a proposal will signify acceptance of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully, and separately requested and agreed on before proposals are submitted. ([See 2.D Request for Exceptions](#)). WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

Proposals containing conditions, exceptions, or reservations to any Contract requirements, will be rejected as non-responsive unless previously discussed with WTA prior to proposal due dates. However, WTA reserves the right to instruct the Proposer to amend its proposal



and remove said conditions and/or exceptions. Any failure to do so will cause the proposal to be rejected as non-responsive.

All proposals of firms interviewed will be re-evaluated in all criteria, based on information received. WTA may also call for Best and Final Offers (BAFO) once the interviews have concluded. Please refer to the BAFO section below.

Upon written request, unsuccessful Proposers may be debriefed after the award has been confirmed by WTA's Board of Directors.

3.A Evaluation Procedures

1. The Procurement & Grants Coordinator will review proposals received by the deadline for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements provided throughout this RFP will be rejected as non-responsive. Proposers will also be reviewed against section [3.C Responsibility](#). Any submissions from Proposers not meeting these requirements will be rejected as not responsible.
2. The Evaluation Committee will review Submissions against the Evaluation Criteria listed in [3.D.1 through 3.D.3](#) below. The top 3 - 4 scoring proposals will be selected for Competitive Range. These are the Proposers that will be invited for interviews and BAFO (See section [3.E Best and Final Offer](#)).
 - a. The Procurement & Grants Coordinator will review pricing and score the submissions for price using the following normalizing formula.
$$\frac{\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}}{\text{Possible}} = \text{Score}$$
 - b. A Total Cost of Ownership evaluation may also be performed as part of the price evaluation
 - c. Competitive Range Proposers will have their references checked by a member of the Evaluation Committee, the Procurement & Grants Coordinator, or a combination of both.
3. Once interviews and BAFO are complete, the Evaluation Committee will rescore submissions against the criteria listed in [3.D](#) based on information provided by interviewees. The highest scoring Proposer will be selected.

3.C Responsibility

WTA determines whether the Proposer and proposed subcontractors are capable of successfully completing contracts of this type, including but not limited to meeting the following minimum requirements:

- Not be suspended or debarred on Sam.gov and lni.wa.gov
- Proposers must also ensure they have all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that it has obtained any local business registrations or permits that may be required.

- That it is skilled and regularly engaged in the general class or type of work called for under the contract.
- That it has the requisite experience and ability, sufficient financial, facilities, personnel and plant resources to enable it to prosecute the work properly and successfully, and to complete it within the time stated in its proposal.
- That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress.
- There are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

WTA will review all material submitted with the proposal to establish Proposer and subcontractor responsibility and performance history. This includes (but is not limited to) obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses to establish responsibility.

A Proposer, if requested, must present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal. Please refer to [Part 6](#) regarding public records. WTA may reject a Proposer refusing to present any requested material citing confidentiality or proprietary information.

3.D Evaluation Criteria

WTA will evaluate responsive proposals based on the Proposer's qualifications, understanding of WTA requirements, professional approach, performance history, and cost of services. The highest scoring Proposers may be invited to phone or in-person interviews for additional evaluation. Proposals shall be evaluated as follows

Criteria	Points
Network & Service Capability	50
Past Performance Information	20
Price	30

WTA reserves the right to award a contract without interviews, demonstrations, or a BAFO stage.

The final selection will be the Proposer which, in the opinion of WTA, best meets the requirements set forth in the solicitation and is in the best interest of WTA. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer.

3.D.1 Network & Service Capability



Proposers will be evaluated on the project plan information provided in response to [2.E Proposal Submission](#). This will include all technical specifications on the proposed equipment.

Capability differentiates a Proposer's ability to execute the project. Proposers should identify key areas of how the project will be executed. These may consist of technical terms or critical aspects of performing the work. Proposers should clearly demonstrate their understanding of the contractual undertaking, including their approach to the project, management plan, and alignment to the scope of work. This may include documented performance of the firm or key individuals. For example, how a firm can prove its expertise or sell its abilities, where similar solutions have been implemented in the past, etc.

WTA intends to review a Proposer's ability to service the radio network, coverage area as it pertains to the technical specifications, and provisions for emergency service. This will include a description of back-up power, and a narrative of the Proposers plan in the event of an ongoing power outage. Part of the evaluation will also consider the ability to meet WTA's network requirements, the ability to maintain that network, and provide ongoing radio service. Staff qualifications and capabilities are an important aspect of providing service.

Network & Service Capability should also address any risk items that Proposers can identify. These should be items outside of the Proposers control and a plan should be clear on how the Proposer intends to mitigate them.

3.D.2 Past Performance Information

WTA will review all material submitted with the proposal to establish all Proposers performance history. This includes but is not limited to past project performance, contract management, and time for project execution. WTA reserves the right to interview references, perform internet searches, and use any other investigative means it chooses in establishing Proposers past performance.

3.D.3 Pricing List and Value Add Items

This must contain all services and resources to meet the requirements provided in this RFP. Ongoing costs for maintenance, insurance, license renewals, warranties, emergency service, etc. will also be considered.

WTA requires quotes to be as a monthly charge for the service on a per subscriber unit basis. Any costs associated with this project including but not limited to taxes, licenses, permits, bonds, insurance, labor, materials, equipment, overhead, profit, travel, expenses, shipping, and freight should be included in the monthly charge.

Display any implementation charges separately.

Proposers are advised to review [Part\(s\) 5.I](#) and [5.K if their](#) proposal involves construction or installation at any of WTA's facilities.



Proposers are required to use [Exhibit E](#). Use of any other form or alteration of [Exhibit E](#) will render the proposal not responsive and it will not be reviewed.

As an additional submission page, identify any value added options, ideas, or services that are beyond the standard requirements in [Part 4](#). An explanation must be provided for each item. The corresponding cost impact of each value added option must be included. These items should be represented as separate, detailed line items.

3.D Best and Final Offers (BAFO)

Selected Proposers may be afforded the opportunity to amend its proposal and make its BAFO. The requests for BAFO's shall include:

- Notice that this is the opportunity for submission of a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format.
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified by WTA for the receipt of BAFO's.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, its immediate previous offer will be construed as its BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the [Evaluation Criteria in 3.D](#).

WTA reserves the right to award without a BAFO.

3.E Notice of Intent to Award

Upon selection of the successful Proposer, WTA will issue a Notice of Intent to Award to all plan holders. The Notice of Intent in no way constitutes a promise to award, rather it is WTA's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before the Board of Directors meeting.

Neither party is obligated to perform any item within the scope until a formal contract is signed by both parties.

Proposers are permitted to request a debriefing from the Procurement and Grants Coordinator after the intent is issued.

Part 4 – Technical Specifications/Scope of Work

The RFP shall control if there is any conflict between the scope of work and the submitted Proposal, or any brochures, manuals or other submissions by the Proposer. WTA may require the Proposer to meet requirements, guarantees, warranties, and standards of quality or performance incorporated in the Proposer's submission (or any brochures, manuals or other submissions) if they differ from the scope of work. The proposal shall become a part of any contract awarded.

The proposed radio system shall support the following features and functions:

1. Provide clear voice communication by rejecting static noise throughout WTA's service area.
2. Enable added functionality such as dispatch data and enhanced signal calling.
3. Support digital transmissions by operating in a TDMA, FDMA or CDMA digital mode, include imbedded digital forward error connection technology to increase clarity throughout the range
4. The system must include imbedded software based privacy or scrambling to protect user privacy during communications.
5. Network must include Emergency Declaration capability with single button activation.
6. The system may include the option for imbedded text messaging capabilities.
7. The repeater equipment must have backup power systems in case of a power failure.
8. Guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.
9. The system shall be able to handle a minimum of four (4) talk groups simultaneously over the entire coverage area. WTA reserves the right to negotiate an increase to this amount during the life of the contract if warranted. If Proposers network will supply more or less than four (4) simultaneous talk groups in certain areas of WTA's service area, those areas must be delineated and described during the RFP response.
10. Proposed network must meet the manufacturer performance criteria, if that criteria is greater than the minimum coverage levels listed in #8 above. Proposer must supply technical reports demonstrating the network performance.
11. Preventative maintenance activity shall be scheduled and communicated to WTA to prevent interruption of network service to WTA. A one (1) week written notification must be supplied on any scheduled maintenance work that may impact WTA.
12. Preventative maintenance shall be performed at regular scheduled intervals per manufactures recommendations.



13. Selected Vendor must be willing and able to coordinate its system with future equipment purchases WTA makes from an outside vendor. This may or may not involve working directly with a 3rd party to provide a seamless system.

The Vendor shall provide a complete and fully operational system that meets or exceeds the specifications described.

4.A Current Environment

The existing WTA environment includes three (3) tower sites located at Sumas Mountain, Sehome Hill and Squalicum Mountain. WTA utilizes eight (8) licensed channels in a simulcast/multisite configuration. The current system is an 800MHz analog voice radio system that provides communications to approximately one hundred thirty one (131) vehicles, two transit stations, operations base, four (4) dispatch consoles, four (4) mobile units in dispatch, and thirty (30) portable units.

WTA is located in Whatcom County in the northwest corner of Washington State. Buses travel on major local arterials, as well as on Interstate 5 (including between Bellingham and Mt. Vernon) and State Highway 542 (Mt. Baker Highway). Paratransit minibuses also cover smaller streets throughout its service area including mountainous topography. See [Appendix B](#) for coverage area. Whatcom County has a population of approximately two hundred thousand (200,000) and has seen a population growth of thirteen percent 13% in the last ten (10) years.

4.B Name Brand Specifications

Where WTA has identified a particular brand within these specifications, doing so is a means to describe an item with the desired characteristics and not a requirement of the scope. Any brand name used is merely as a reference and not as a statement of a requirement or preference for the product specified and not intended to be restrictive. Proposers are encouraged to submit products and services that operate in a similar fashion and have the same or similar characteristics of what is listed here.

If the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

All proposals shall be in strict compliance with the requirements of this solicitation including the provisions regarding "clarification," "approved equals," and "substitutions."



Part 5 – Contract Details

All submittals become the property of WTA and are subject to public disclosure after award.

Any awarded contract and subcontracts will be subject to the following terms and conditions:

5.A Contract Term and Invoicing

The Contract will be for five (5) years. WTA reserves the exclusive right to extend the Contract for one (1) additional term not to exceed five (5) years.

Payment will be based on successful task completion at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15 days, etc.), Firm Fixed Fee milestones, and corresponding milestone payments. Final project/task order invoices are due within 30 days of project/task order final acceptance. WTA reserves the right not to pay invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable, WTA, 4111 Bakerview Spur, Bellingham, WA 98226 or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

5.B Contract Modifications

- 1) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of the Contract shall be effective without endorsement of the Procurement & Grants Coordinator **and** prior written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and will not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of WTA.
- 2) Changes that result in pricing adjustments will be required to be submitted with Vendor cost data. This includes the Vendors profit as it pertains to the change. Profit will reflect the complexity of the work, contractors risk including investment, and what is typical for the industry. WTA reserves the right to negotiate profit as part of the change order¹. Similarly, all changes will show allowable indirect costs (overhead and General & Administrative). Indirect costs will be allowable according to FAR Part 31.
- 3) Either party may initiate a Change Request to the other in writing. After receipt of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the

¹ FTA C4220.1F rev G, Chapter VI, 6, a, (2).

meaning of the clause of this Contract titled "Disputes" ([Appendix A #20](#)) however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.

- 4) WTA reserves the right to add or delete items or locations, as determined to be in its best interest, provided such items or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original proposal, and will be evidenced by issuance of a written contract Amendment issued by WTA.
- 5) Any plan or method of work suggested by WTA to Contractor, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and WTA shall assume no responsibility therefore.
- 6) Changes that result in pricing adjustments will be required to be submitted with Vendor cost data. This includes the Vendors profit as it pertains to the change. Profit will reflect the complexity of the work, Contractors risk including investment, and what is typical for the industry. Similarly, all changes will show allowable indirect costs (overhead and General & Administrative). Indirect costs will be allowable according to § FAR Part 31.

5.C Independent Contractor

The Parties agree that an independent contractor relationship will be created by the Contract whereby, in the performance of this Contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor.

5.D Performance Standards

- 1) The word "*service(s)*" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 2) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the contract requirements, WTA will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any

- other rights, WTA may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with the Contract requirements, at Contractor's sole expense; 2) refund WTA the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.
- 3) Contractor shall acknowledge this written notice within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the WTA Project Manager, or designee.
 - 4) If the condition cannot be fixed immediately, within seven (7) calendar days of acknowledging said notice, Contractor must provide WTA with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will include specific measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
 - 5) In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) verbally direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
 - 6) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice to Cure ([Appendix A #18](#))" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three (3) business days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.



- 7) **Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

5.D Enforcement Costs

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of the Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorneys' fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

5.E Supervision and Coordination

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

5.F Suspension of Contract

WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

5.E Warranty

In the event of conflict between Contract terms and conditions and any Contractors submitted warranty, the contract terms and conditions shall prevail. However, to provide WTA the maximum value, WTA may chose the Contractors warranty if deemed more beneficial.

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall conform to the requirements and specifications of this RFP. Acceptance of any materials, supplies, services, equipment, or labor, does not alter or affect the obligations of the Contractor or the rights of WTA.

All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in



addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.

Contractor warrants that it has the right to sell the products delivered or render services to WTA and that such products/service will be of the highest quality; free from liens, infringements of any third party intellectual property rights, and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all products delivered, including, but not limited to WTA's costs and attorneys' fees. All products not so conforming to these standards shall be considered defective. If required by WTA, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products.

5.F Sub-Contracts

Any subcontractors must be pre-approved by WTA. WTA reserves the right to investigate sub-contractor responsibility prior to confirming award. WTA will not approve change orders to the price for replacing rejected contractors.

Before the project starts, sub-contractors will submit the following documents:

- Insurance requirements listed in [Appendix B](#) #30 or furnish proof of inclusion of the Prime Contractors insurance
- Submit signed [Exhibit B](#), [Exhibit D](#), [Exhibit F](#), and [Exhibit G](#)
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor and any subcontractor will be jointly and severally, and vicariously liable to WTA and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for or mediate the contractual relationship between subcontractors and the Contractor. The Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete the project.

5.G Economic Price Adjustments

Beginning in 2022, WTA will consider a rate adjustment to the service fee, if requested by the Contractor in writing prior to January 1 of each year of the Contract after 2022. Rates may be adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Services.



Rates will not be adjusted more than fifteen percent (15%) above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request by January 31. If approved, a rate increase shall take effect on February 1.

To illustrate:

The service cost proposed on Exhibit D is \$35 per radio. Using the above CPI for Annual Average 2014 and Annual Average 2015 (published in the December CPI Index).

2015 CPI Annual Average for	239.630*
Less 2014 CPI Annual Average for Previous Year	222.578*
Equals index point change	17.052
Divided by 2014 CPI Annual Average	222.578*
Equals	0.077
Result multiplied by 100	0.077 x 100
Equals percent change	7.7

*The figures in this table are fictitious and only used for illustration.

The adjustment will be based on the 7.7% change.

The adjustment of 7.7% would then be calculated: $\$35 \times 7.7\% = \$37.69$. The service cost would then be increased to \$37.69.

Should the referenced CPI-W index be discontinued, the index for All Items will be used.

5.H FCC Licensing

At the time of contract execution, the Vendor will possess all required FCC licenses, pay all applicable fees, and renew licenses to maintain the radio system for the term of this contract and subsequent contract renewals.

WTA will require copies of these licenses as part of the contract execution.

5.I Access to Records and Sites of Project Performance

As a recipient of FTA and State funds, WTA agrees to:

1. Provide, and require its Contractors at each tier to provide sufficient access to inspect and audit records and information pertaining to the Project to the:
 - a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
 - b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
 - c. WTA and its Contractors



5.J Prevailing Wage

If applicable, Prevailing Wage may apply to some aspects of the work.

- A. If applicable to any work under the Contract, RCW Chapter 39.12 requires Prevailing Wage to be paid to all workers on this Contract. The described work may include more positions or less, depending on the final negotiated scope of work. Complete job descriptions can be found in Chapter 296-127 WAC. Contractor is responsible for correct applicability and reporting of Job Descriptions.
- B. Applicable Prevailing Wage rates for Whatcom County may be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- C. Contractors will use wage rates effective as of the bid due date listed in [Section 2.A](#). A copy of the applicable wages rates is available for viewing by request. WTA will also mail a hard copy of the wage rates upon request.
- D. If required under applicable law, the Vendor will be required to meet Washington State Prevailing wage rates in effect at the time of RFP release for the first year of the Contract, unless exempt under WAC 296-127-430, "Conditions for Granting a Sub-prevailing Wage Certificate".
- E. The Contractor and all subcontractors are required to file the Intent to Pay Prevailing Wage form with the State of Washington before invoices are paid, where prevailing rates are required. An Affidavit of Wages Paid must be filed at project completion. Certified payrolls must be included with invoices as proof of payment of prevailing wages. Contractor agrees to pay the Department of Labor and Industries the required fee with each Statement of Intent to Pay Prevailing Wages and each Affidavit of Wages Paid submitted, and those costs may be included in the Base Bid.
- F. Contractor, each subcontractor, and other person required to pay the prevailing rate of wage shall post in a location(s) readily visible to workers at the job site: (1) a copy of the statement of intent to pay prevailing wages approved by the industrial statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing rates may be made.
- G. Davis Bacon wage rules do not apply to this contract.

5.K Sales Tax on Installation

If applicable to any construction work under the Contract, WAC 458-20-171 exempts WTA from the payment of Sales Tax on materials in certain areas of WTA's facilities. Please



notify the Procurement and Grants Coordinator for a copy of the binding ruling from the Department of Revenue prior to preparing a proposal involving construction.



Part 6 Proposals as Public Records

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

Proposals Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any Proposer labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify the Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that bidder may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert costs, and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Vendor, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the vendor. Vendor will need to seek judicial approval to prevent such disclosure, at its expense. Vendor, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

Part 7 – Appendix

Appendix A: General Contract Terms and Conditions

The Contractor agrees by submitting a proposal to WTA that in addition to those terms and conditions set out in Part 5, the following general provisions will be included in any final contract between the WTA and the successful Proposer, unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control. Similarly, all terms and conditions will be included in any subcontracts let as part of this contract.

1. **Contract Documents:** in order of precedence, include:
 - Request for Proposal 2016 - 212 including Part 4 and Part 5
 - Scope of Work in [Part 4](#)
 - RFP Appendices
 - Issued Addenda (if applicable)
 - Contractor Pricing & Response
 - Completed Exhibits
 - Executed Contract
 - Purchase Orders
 - Change Orders
2. **Contract Representatives:**
 - a. WTA's contract administrator: Magan Waltari, maganw@ridewta.com, 360.788.9332
 - b. WTA's project manager Mike Bozzo, mikeb@ridewta.com, 360.788.9351.
3. **Notices:** All contract notices and waivers must be in writing. Verbal notices will not be accepted. Notice is considered received within 5 business days after issue.
4. **Payments:** Invoices are paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work. WTA will adhere to a previously negotiated payment schedule, including any terms based upon negotiated milestones.
5. **Taxes:** A Contractor should include applicable Washington State Sales and local tax as a separate line item on the invoice, exclude Federal Excise Tax, and supply exemption certificate when necessary.
6. **Guarantee:** Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of one (1) year after final invoice payment unless agreed upon otherwise.
7. **Inspection and Acceptance:** Services performed and goods provided to WTA will be monitored, inspected, and conditioned upon acceptance by WTA or designee. Acceptance of any portion of the services or goods to be provided does not release the Contractor from liability for faulty workmanship or goods, or failure to comply with all contract terms and conditions. WTA may inspect all goods and services at any time during the contract term. WTA may, in its discretion, reject goods or services not conforming to specifications. Until delivery & acceptance by WTA, risk of loss or

damage to goods will be with the Contractor unless the loss or damages is caused by WTA's negligence.

8. **Change Orders:** WTA's General Manager and Procurement & Grants Coordinator or designee must approve any change orders in writing. Work performed without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete work from this contract, and will make appropriate adjustments to the contract price. Any additions or changes to the scope of work that WTA determines are significant must be submitted to a competitive bidding process outside of this contract.
9. **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. Any contract financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required.
10. **Licenses, Permits, And Taxes:** Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods to WTA.
11. **Civil Rights Requirements and Discrimination:** Contractor shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this contract, or in any hiring or employment resulting from this contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
12. **Personal Liability:** In no event shall any official, officer, employee, or agent of the WTA be liable or responsible for any term or condition of this contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.
13. **Assignment:** This contract may not be assigned or subcontracted by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. **Project Time Limit:** All goods and services shall be provided within negotiated time periods. Modifications to any time periods will only be granted by WTA if contractor is delayed by causes outside of its control, such as weather, nature, labor stoppages, ware or similar cause. If Contractor fails to work for more than seven (7) working days as called for under the Contract, and is not excused, WTA may terminate the contract and complete the contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the work, above and beyond the original contract price, and all legal, or other costs associated with the contract termination.
15. **Delays and Extensions of Time:** Contractor waives claims for damages for any hindrance or delay in performing under the contract, except those incurred for

unreasonable delays caused by WTA. Contractor may be granted equivalent extensions of time under the following circumstances:

- Contractor shall be granted an extension for a delay caused by any suit or other legal action against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a contract termination or grant a further extension of time, whichever is in the best interest of WTA.
- Time lost due to inclement weather which could not have been anticipated by Contractor, but only subject to the approval of the WTA.
- Time lost due to a strike, fire, flood, a natural disaster, or events which are not the fault of or are beyond the control of the Contractor, but only subject to the approval of WTA.

If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

16. **Termination for Convenience:** WTA may terminate all or part of this contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods completed, and equipment or property of WTA. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods.
17. **Termination for Breach / Default:** If Contractor breaches any term of the contract, WTA may terminate this contract for default by providing written notice to Contractor. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods. In addition to the right to terminate, WTA shall be entitled to seek and recover all available remedies against Contractor and its sureties caused by default.
If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.
18. **Opportunity to Cure:** Where Contractor has breached this contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach. In such case, WTA will detail in writing what Contractor must do to remedy the breach. If Contractor does not satisfactorily remedy the breach, WTA may terminate the contract without any further obligation to Contractor.
19. **No Waiver of Rights by WTA:** WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the contract for any other breach by Contractor.
20. **Indemnification/Hold Harmless:** Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, liability or damages of any kind arising out of (a) Contractor's goods or services provided to WTA; (b) Contractor's actions or business operations; (c) Contractor's actions taken under the Agreement, or for breach of the Agreement; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct,

violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51. Notwithstanding the above, Contractor shall be strictly liable to indemnify, hold harmless and defend WTA from and against any claim, suit, demand, action, remediation expenses, judgment or occurrence arising out of a release of any hazardous substance as that term is defined under the Washington State Model Toxics Control Act, RCW Chapter 70.105D.

21. Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any dispute to interpret or enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this court. In any action to enforce or interpret this contract, the prevailing party shall be entitled to recover, in addition to all other remedies, recovery of its reasonable attorneys' fees incurred.
22. Refusal to Execute Contract: If Contractor refuses to execute the contract, furnish performance specific bond, or provide proof of insurance within fifteen (15) days of contract award, the WTA General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.
23. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.
24. Severability: If any portion of this contract is legally unenforceable or invalid that portion shall be renegotiated. The remaining portions of the contract shall remain in full force and effect.
25. Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract. Notice given by WTA under this contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners.
26. Notice of Breach: Contractor will notify WTA immediately if it/he/she becomes aware of any breach of this contract, or commission of an error or omission. Any work done by Contractor after such discovery will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.
27. Audit, Inspection and Retention of Records: If a Federal contract or if a state grant contract, WTA, or its agents, may inspect and audit all of Contractor's records relating to the contract. Contractor agrees to retain records relating to the contract for three (3) years after final payment.
28. Dispute Resolution: If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to the WTA Director of Finance or Designee within ten (10) business days after Contractor becomes aware of such dispute. The Director of Finance will provide a written determination within three

(3) business days of notification. An appeal of the Directors decision must be made to WTA's General Manager within three (3) working days of receipt of the decision from the Director of Finance. The General Manager will make a written determination to the Contractor that shall be final and conclusive within three (3) business days. Additional appeals will be made at the Contractor's expense in the Superior Court for the State of Washington, Whatcom County. Compliance with this dispute resolution procedure shall be a condition precedent to Contractor's right to commence an action against WTA. Pending final decision of any dispute, Contractor shall proceed diligently with the performance of the contract. This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

29. **Force Majeure:** The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

a. **Notification:** If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

b. **Rights Reserved:** WTA reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against WTA.

30. **Contractor's Liability and Insurance:** Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner². Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work. Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with

² RCW 48

insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

- a) Coverage will include claims for damages arising from Contractor's performance for:
- Property Damage including Premises and Operations
 - Explosions, Collapse and Underground Hazards
 - Medical Expenses
 - Protective Liability
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Contractors
 - Personal/Advertising Injury
 - Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
- Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

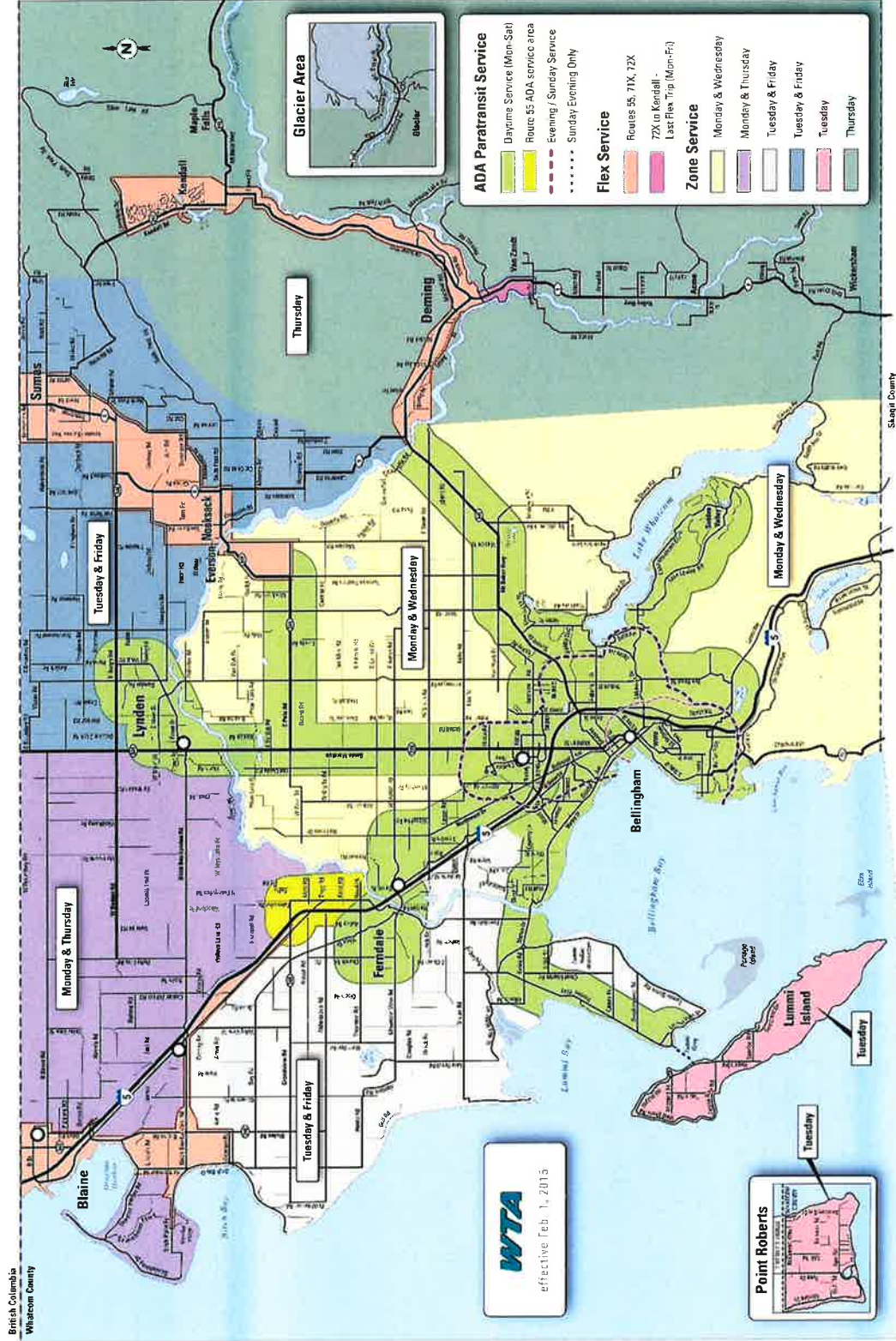
Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

Where applicable, Contractor and its subcontractors will take out and maintain during the life of this Contract, Professional Liability Insurance.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

-
31. Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor and all subcontractors will follow all rules and regulations of the Washington State Department of Labor and Industries, OSHA, WISHA, and all other applicable safety standards. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours. The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.
32. Project Time Limit: Contractor agrees to pursue completion of the project at all reasonable times within the agreed timeline. Project delay is allowed only if delayed by inclement weather, or other element of nature preventing work from continuing. Should Contractor fail to proceed with the work for more than seven (7) working days with no notice to WTA, Contractor is considered to have abandoned the project. WTA may elect to terminate the contract and proceed to complete the contract using its own forces or an independent third party. In such event the Contractor will be responsible for all reasonable expenses incurred by WTA to complete the work. The Contractor will also be responsible for all legal, engineering or other costs caused by their abandonment, failure or refusal to complete the project within the time provided.
33. Compliance with State, Local, and Federal Rules and Regulations: Contractor will ensure they are properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. Contractor shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.

Appendix B: WTA Service Area – Whatcom County ONLY





Part 8 – Exhibits

Exhibit A: Proposer's Checklist

This checklist is a tool to assist Proposers in the submission of a proposal and is not required as part of the proposal submission.

By submitting a proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this solicitation document.

The following information, forms, and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Failure to include any of requested information and properly completed forms and may be cause for immediate rejection of the proposal.

- ☐ Proposal Confirmation & Cover Sheet ([Exhibit B](#))
- ☐ Vendor info & References ([Exhibit D](#))
- ☐ Price Proposal Sheet ([Exhibit E](#))
- ☐ Value Added Options, if applicable (no form or exhibit)
- ☐ Identified Risk Items, if applicable (no form or exhibit)
- ☐ Conflict of Interest Certification ([Exhibit F](#))
- ☐ Conflict of Interest Declaration, if applicable (no form or exhibit)
- ☐ Debarment, Compliance, & Conflict of Interest Acknowledgement ([Exhibit G](#))
- ☐ Submission Package ([Section 2.E](#))

Inclusion of any other information or marketing material will not be reviewed or considered in evaluations or award.

Submission of a proposal acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the RFP packet.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



Exhibit B: Proposal Confirmation & Cover Sheet

All fields must be completed if applicable. Failure to complete this form in its entirety will result in the proposal being rejected as non-responsive.

Proposers Business Name:		
Type of Business ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation (State of Incorporation ____) ☐ Other		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Business License# & State of Issue	EIN#	
Receipt is hereby acknowledged of Addenda No(s): ____ _		
NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the proposal		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER

"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other Proposer has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other Proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the Proposer are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges it has read and is familiar with the requirements set forth in this Packet."

<u>Signature</u>	<u>Date</u>
<u>Print Name & Title</u>	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit C: Request for Exceptions, Approved Equals, and Questions/ Clarifications

Please submit one form per request by June 1, no later than 5:00 PM PST

Project Title: Radio System

Project #:2016 - 212

Company Name: _____ Date: _____

Document Reference (Check one)

- ☐ General Requirements Change/Question
- ☐ Specifications/Scope of Work Change/Question
- ☐ Contract Terms & Conditions Change/Question

Section Title: _____

Proposer's Request:

WTA Response: Approved: ☐ Denied: ☐

WTA Comments:

WTA Authorized Signature

Date



Exhibit D: Vendor Information & References

In the section below, please provide the requested information about your organization. This exhibit is not to be submitted in place of the proposal summary letter outlined in Section 2.E. **Failure to provide ALL requested information will result in rejection of the submission as non-responsive.**

BUSINESS NAME	
PRIMARY CONTACT • Name • Title • Phone • Email	
YEARS IN INDUSTRY	
ANNUAL REVENUES*	☐ Less than \$500,000 ☐ \$500,000-\$1 million ☐ \$1 – 2 million ☐ \$2 – 5 million ☐ \$5 – 10 million ☐ More than \$10 million
MBE/DBE ☐ Yes ☐ No DBE Registration# _____	SBA ☐ Yes ☐ No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	
CUSTOMER LIST (3-5 additional customers besides references below)	
NAICS NUMBERS (naics.org for more info)	

* WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit D: Vendor Information & References, Continued

Please list a total of 5 customers from the last three (3) years for whom you have performed service similar to what the WTA is seeking in this RFP. Please use the following format:

1. Name
Address
Contact Name, Phone number, Email address
Length of service
Service Performed
Total contract value



Exhibit E: Price Proposal Sheet

Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA requires quotes to be as a monthly charge for the service on a per subscriber unit basis. Any costs associated with this project including but not limited to taxes, licenses, permits, bonds, insurance, labor, materials, equipment, overhead, profit, travel, expenses, shipping, and freight should be included in the monthly charge.

Display any implementation charges separately.

Express any value added options or ideas that may benefit the agency on a separate sheet. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics. Before award, WTA will determine if the value added items will be accepted or rejected.

The Proposer agrees that the WTA shall not be liable on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Proposer's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

Contract through 2018 **Monthly Service Charge per unit \$** _____

Contract through 2019 **Monthly Service Charge per unit \$** _____

Contract through 2020 **Monthly Service Charge per unit \$** _____

Contract through 2021 **Monthly Service Charge per unit \$** _____

Implementation Charges **\$** _____

Some aspects of work may involve WAC Rule 171. Please see [Part 5.K](#) for more information.

Please list any price breaks for units. Example: 100-150 subscriber units receive a 2% discount off monthly rate.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit F: Conflict of Interest

STATE OF WASHINGTON }

} ss.

COUNTY OF }

The undersigned, being first duly sworn, on oath, states on behalf of the Proposer:

1. Conflict of Interest

The Proposer, by entering submitting this proposal to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees and ensures, that it has no direct or indirect financial or proprietary interest. Proposer shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Proposer shall not employ any person or agent having such interest. In the event that the Proposer or its agents, employees or representatives acquires such a conflict of interest, it shall immediately disclose such interest to the WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as the WTA may require.

2. Contingent Fees and Gratuities

That the Proposer, by entering into this contract with the WTA to perform or provide services or materials for the WTA has thereby covenanted, and by this affidavit does again covenant and assure:

That no person or selling agency except bona fide employees or designated agents or representatives of the Proposer has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Date: _____ Signature: _____

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by the _____ - (firm) to execute the affidavit and did so as his/her free act and deed.

SEAL:

_____ residing at _____.

Expiration of Commission: _____.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit G – Debarment, Compliance, Conflict of Interest

By submitting a signed proposal, Proposers are assuring the WTA of the following:

1. Proposers are not on the current list of Federally or Washington State debarment lists
2. Proposers agree to adhere to ADA requirements
3. Proposers will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Provider or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
5. The Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the Proposer assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the Proposer assures that the company is fully licensed, bonded, and insured. A copy of the successful Proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish Proposer responsibility as part of the evaluation process.

Proposer's Initials

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS PART MUST ACCOMPANY THE PROPOSAL



**Whatcom
Transportation
Authority**

Addenda #1
**RFP 2016-212 Vendor Owned Radio
Network**

Form #SETU05 v.a

Procurement & Contracts

To be considered responsive ALL proposers must acknowledge ALL addenda on Exhibit B of the RFP.

ADDENDA # 1

DATE ISSUED: May 9, 2016

Part 3 Section B "Minimum Proposer Qualifications"

☒ Change ☐ Clarification ☐ Addition

Original Language:

The Proposer shall provide guaranteed radio system reliability at a minimum coverage level of 95% and reliability level at 99% utilizing the International Fire Code (IFC) 510 standards.

Rationale for Addenda:

Removal of this bullet

Explanation:

The IFC 510 standard was required to ensure the proposers radio network will operate inside WTA's buildings. Since it would be onerous for the proposers to meet this specification in our buildings the requirement is removed. Each proposed network will be evaluated and rated during the evaluation under the Network & Service Capability Criteria for in building performance.

Part 2, Section E – Submission Package Item #4

Part 4 – Technical Specifications

☐ Change ☒ Clarification ☐ Addition

Rationale for Addenda:

A bidder has asked the following question



**Whatcom
Transportation
Authority**

Addenda #1
**RFP 2016-212 Vendor Owned Radio
Network**

Form #SETU05 v.a

Procurement & Contracts

"The RFP it seems to be limited to the "system service" and does not include the equipment or installation. Is this correct or am I reading it wrong?"

Explanation

This RFP is for a vendor owned service only at this time. However, WTA will be upgrading equipment as part of a separate procurement so we're asking for tech specs on equipment that can be used with the system. See 2.E "Submission Package" #4



To be considered responsive ALL proposers must acknowledge ALL addenda on Exhibit B of the RFP.

ADDENDA # __2__

DATE ISSUED: May 26, 2016

Pre-Proposal Meeting Minutes
Mike Bozzo, Director of Fleet & Facilities
Josh Nylander, Director of IT
Shonda Shipman, Director of Finance
Paul Schramer, Director of Operations
Chuck Boyle, Operations Supervisor
Magan Waltari, Procurement & Grants Coordinator
Jerry Noe, Wiztronics
Staney Bronisz, Wiztronics
Eric Youngberg, McLoughlin Long (Kenwood)
Robert Armijio, Day Wireless
Curtis Moon, NW Communications Inc.

Introductions around the table

Direct all questions and issues with the RFP to Magan. Contact information is in the RFP. The RFP will be evaluated by a team after close. Presentations will be scheduled with individual proposers after the proposals are read. Presentation materials and topics will be requested at that time.

WTA is looking at the system only for this contract. Equipment such as radio's and consoles will be purchased AFTER the installation of the network and will not be part of this contract. For this reason WTA is looking for a list of all or a good sample of all radio equipment that will work on the proposed system. Once the network is installed and working properly, WTA will begin a procurement for new equipment based on what will work on the new network.



Conflict of Interest needs to be notarized. All forms need to be completed and signed as directed for the proposal to be considered responsive.

If the business is owned by a "disadvantaged" category (i.e. Veteran, Minority, Woman, Small) please indicate that as it will count towards our state requirement.

For the compatible equipment list. Vendors are instructed to provide a list of makes and models of radio equipment that are compatible with the vendor owned radio system being proposed. For example, Motorola MOTOTRBO, Kenwood NEXedge, etc. WTA encourages proposers to detail the differences, similarities, pros, and cons of specific makes and models as they may relate to the use. For example, the MOTOTRBO Mobile Radio is ideal for in-vehicle while the MOTOTRBO Portable has data applications and longer battery which works well for supervisory and office staff. Kenwood NEXEDGE allows users to communicate through analog and digital and the DMR has improved spectrum efficiency.

Emergency repair notification to WTA Staff – If an issue can't be fixed within the required 2 hour how do we want to be notified? WTA can negotiate with the winning proposer on a proper emergency timeframe in the plan. However, WTA is evaluating provisions for emergency service as part of the evaluation criteria listed in Section 3D1 of the RFP.

Reduced initial talk group plan to 4. Please propose a minimum of 4 talk groups. Additional can be priced in the value add.

Do we want emergencies (referred to as Code 13 at WTA) to be routed through one of the 4 channels or have its own dedicated? The RFP is written with a request for a minimum of 4. However, any value added items can be addressed separately. The language of the last paragraph of Section 3D3 of the RFP reads "As an additional submission page, identify any value added options, ideas, or services that are beyond the standard requirements in Part 4. An explanation must be provided for each item. The corresponding cost impact of each value added option must be included. These items should be represented as separate, detailed line items."

For current "Code 13" notification, we have an alarm trip that notifies dispatch, which is the minimum requirement of the RFP. If there is a value add like open mike, multiple notifications, etc. then propose that separately as mentioned in Section 3D3 of the RFP. Right now the alarm sends a squelch code burst that ID's the vehicle number to dispatch



and the squelch can be heard through the whole WTA radio network. There is no current AVL on the bus right now, but we are looking at adding that in the future. When the alarm trips, all drivers know to stop communicating until the alarm is cancelled. If an operator doesn't respond when the alarm trips, dispatch calls out "Code 13" a couple of times. If there is no response, we call 911, provide location approximation and direction of travel. Most of the time the alarms are tripped as an accident and there is protocol for that. WTA wants to retain the all bus notification of the emergency notification system. Currently it goes out on the current channel so fixed route and paratransit are typically separate. WTA is open to options here.

International Fire Code mentioned in Addenda #1 describes that we will examine the IFC capability during the demonstrations scheduled the week of June 20 – 24. Part of the range test will be similar to "man in a van" and we will drive around testing the radio network. We will also verify the radios work in main areas of our current facilities. Magan will contact proposers individually for scheduling of demonstrations that week.

Ideally, WTA drivers want to be able to push the button and have it work. They want the emergency buttons to work. We want to subscribe to a network that meets our needs.

☐ Change ☒ Clarification ☐ Addition

Question:

I am in process of filling out the Conflict of interest form and need to know what goes in the top of the form I know Whatcom county. What is the ss? Does the company name go in the blank area after the State of Washington?

Explanation:

The "ss." Stands for something and its escaping me right now. But, you don't need to do anything with the top of the form other than fill in "Whatcom" for the county. Then when you have it notarized, you'll sign it in front of your notary. I attached an example from a previous solicitation so you can see

☐ Change ☒ Clarification ☐ Addition



**Whatcom
Transportation
Authority**

Addenda #2
**RFP 2016-212 Vendor Owned Radio
Network**

Form #SETU05 v.a

Procurement & Contracts

Question:

Once a decision has been made on the service, is there a time line for the other RFP's to come out? Equipment, consoles, etc.

Explanation:

The time frame for Equipment and Consoles is not confirmed yet, but could reasonably be expected almost immediately after the new network is up and running.



Exhibit B: Proposal Confirmation & Cover Sheet

All fields must be completed if applicable. Failure to complete this form in its entirety will result in the proposal being rejected as non-responsive.

Proposer's Business Name: Wiztronics, Inc.		
Type of Business ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☒ Corporation (State of Incorporation <u>WA</u>) ☐ Other		
Physical Business Address (Must NOT be a PO Box) 1800 Ellis Street		
City Bellingham	State WA	Zip Code 98225-4619
Business Telephone # (360) 380-0300	Business Fax # (360) 380-0375	Business Email Jer@wiztronics.com
Business License# & State of Issue C-371-012-447	EIN# 91-0847820	
Receipt is hereby acknowledged of Addenda No(s): <u>1</u> <u>2</u>		
NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the proposal		

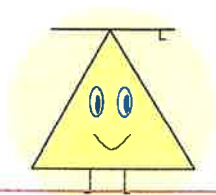
OFFICIAL AUTHORIZED TO SIGN FOR BIDDER

"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other Proposer has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other Proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the Proposer are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges it has read and is familiar with the requirements set forth in this Packet."

<u>Signature</u> 	<u>Date</u>
<u>Print Name & Title</u> Gerald L. Noe	The individual named herein is duly authorized to obligate the firm to a contract.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Wiztronics, Inc.

**1800 Ellis Street
Bellingham, WA 98225-4619**

Phone: (360) 380-0300

Fax: (360) 380-0375

Email: Sales@Wiztronics.com

2-Way Digital Radio System ITB # 2016 - 212 Proposal

Company history:

Wiztronics, Inc. began in 1967 as a repair facility of 2-way radios, aircraft, & marine radios.

The company is owned by two Vietnam Veterans (United States Navy) The owners are Gerald L. Noe, and Stanley Michael Bronisz. Wiztronics has grown since 1967 to include multiple tower sites in the state of Washington providing tower access to various entities ie: Federal Government, County and Local governments.

Also we provide many choices of repeater coverage ranging from 49.00 Mhz, 150 Mhz, 450 Mhz, & 800 Mhz conventional and LTR trunking, and NEXEDGE digital trunking systems. The NEXEDGE 450 Mhz trunking wide area system covers from Cambell River British Columbia to Portland, including the San Juans' Port Angeles, and parts of central Washington. This system has over 2000 users in British Columbia and Washington State, including Handi-Dart Transit in Vancouver.

These systems are used by businesses such as contractors, city agencies, school districts, trucking and transit agencies. All of these systems are owned and operated by Wiztronics. Since we are a private carrier all FCC requirements are met by Wiztronics in regards to licenses and regulations.

Wiztronics is a Kenwood Dealer and repair facility serving Skagit, Whatcom, San Juan, & parts of Island counties.

Wiztronics will provide WTA with area wide radio service on our existing 800 Mhz NEXedge 6.25 khz Digital network. This network is comprised of the following sites: Lookout Mtn., Squalicum Mtn., Sumas Mtn., Scott Mtn., and Mt. Constitution.

Our company has built and maintained microwave systems, radio repeater systems for many entities such as; City of Bellingham, Whatcom County, Whatcom Transit Authority, Mt. Baker Ski Area and other entities around the state of Washington.

Our customers include cellular carriers, Federal agencies, Local governments, commercial FM broadcast stations, and private contractors.

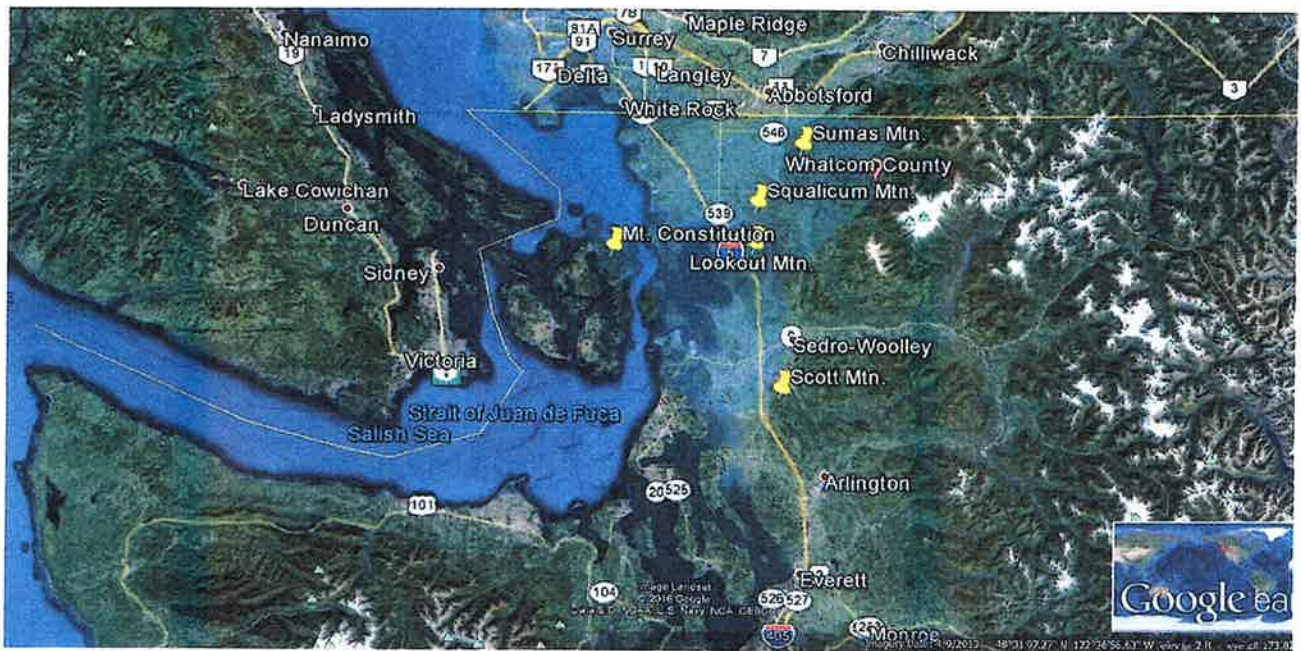
2A) Project Plan:

Immediate implementation can be made once the RFP is awarded, the network is available to the user in a basic mode just utilizing radio equipment. The implementation will be contingent on how soon WTA issues a request for consoles and radio equipment. Upon acceptance of Wiztronics proposal WTA will have to determine what type of console it will purchase. As to how any other plans can be made is entirely dependent on selection of console whether software console. As for radio equipment able to be used on the NEXEDGE network, Kenwood NX series radios are the only radios allowed on the system due to Programming license key issue, and Over The Air Programming. The system key is a secure part of this system and is held only by Wiztronics the owner of the system.

The existing Wiztronics environment includes 5 tower sites located at Sumas Mtn., Lookout Mtn., Squalicum Mtn., Scott Mtn., and Mt. Constitution. The current system is a NEXEDGE Digital Trunked 800 Mhz 6.25 khz Wide Area IP Network which allows 3 talk channels per licensed frequency apposed to DMR which allows 2 talk channels per licensed frequency, causing NEXEDGE greater advantage in spectrum useage. Wiztronics utilizes 14 licensed channels in a multi-site configuration which can be expanded to 24 plus licensed channels. (See Exhibit 1)

2B) Area coverage & Sites Maps:





2C) Leave old 800 Mhz LTR system in place while consoles and radios are installed with the new 800 Mhz NEXEDGE radio system, then LTR system will then be discontinued.

2D) It is our understanding that WTA requires coverage throughout their area of operation with four (4) groups, individual calls, and emergency alert fleet wide. Ease of transition after system is awarded. See Exhibit 1. All existing connections in vehicles remain the same.

2E) System is constructed and operational. Tasks will be addressed upon selection of console and radios that will be used by WTA.

Step 1. Meet with WTA personnel to evaluate connection to NEXEDGE network via public vpn or fiber LAN.

Step 2. Address what radios and consoles need to have programmed.

Step 3. Order appropriate equipment to be used on the NEXEDGE network (must be addressed after purchase order of equipment is issued by WTA).

Step 4. Program radios and consoles to meet WTAs' specific needs.

Step 5. Discuss with WTA IT personnel and Maintenance personnel the implementation and installation of consoles, and radio equipment in vehicles.

2F) Wiztronics NEXEDGE Wide Area Digital 800 Mhz system is operational and being used by customers!

Risk 1 Acts of God.

Risk 2 Manufacture delays.

2G) Emergency declaration shows unit assigned id and alert signal.

2H) Not applicable.

Network coverage : See Area coverage maps.

Wiztronics does not support GPS or AVL on this system.

WTA Subsection 3B

3B) Minimum Proposer Qualifications: Wiztronics meets all of the proposer minimum qualifications and has been operating Kenwood trunking systems for the past 20 years.

EXHIBITS:

Proposed Network diagram, proposed console, equipment exhibits & Summary of Wiztronics proposal:

Exhibit # 1 Proposed Network Diagram

Exhibit # 2 NexeTalk Software Console Features and Specifications

Exhibit # 3 NEXEDGE Intelligibility Features

Exhibits # 4 NEXEDGE Reliability Features

Exhibit # 5 NEXEDGE Flexibility Features

Exhibits # 6&7 Scalability Features

Exhibits # 8&9 Manageability Features

Exhibit # 10 Durability

Wiztronics Proposal Summary:

Wiztronics 800 Mhz NEXEDGE Digital 6.25 khz Network is the only system that will cover the area requested by perspective customers request. This system will be built as shown in Exhibit #1.

Our system at this time is operational on Squalicum Mtn with 2 channels, Lookout Mtn with 2 channels and Mt Constitution with 2 Channels. Upon acceptance of Wiztronics proposal, we will build out the rest of our system as per Exhibit #1 in this proposal. The initial testing of our system will include three sites, Lookout, Squalicum, & Mt Constitution, Sumas may be used in the test as an LTR channel due to Whatcom Transit Authority is currently using one of our 800 Mhz channels in their current configuration. The installation of all equipment should take a very short time, per Exhibit #1. When we are awarded the RFP we will order the site equipment right away.

The cut over from LTR to NEXEDGE will be coordinated with WTA.

The 800 Mhz NEXEDGE system is the same band that is current being used by WTA. The only things in the mobile units that will need to be changed out, are the radio units and mounts. When delivered the emergency function switch will have the correct plug on the radio. All power cords, emergency connectors, and antenna connectors stay in mobiles.

This system is a proprietary using only Kenwood NX Series 800 Mhz equipment as explained under "2A Project Plan".

The consoles will do NEXEDGE as per NEXEDGE options. The NexeTalk is in its final stages of interfacing NEXEDGE and LTR to operate on the console with Raven equipment. The Raven equipment is in its final testing stages.

The Zetron MAX Dispatch will not do both LTR & NEXEDGE together on a MAX Dispatch Console. MAX Dispatch will do one or the other, not both. Our recommendation is going with the NexeTalk system at a much lower cost.

The connection to the NEXEDGE network will be implemented by WTA with either a public IP connected with a VPN, or through a LAN direct connection with fiber provided by WTA.

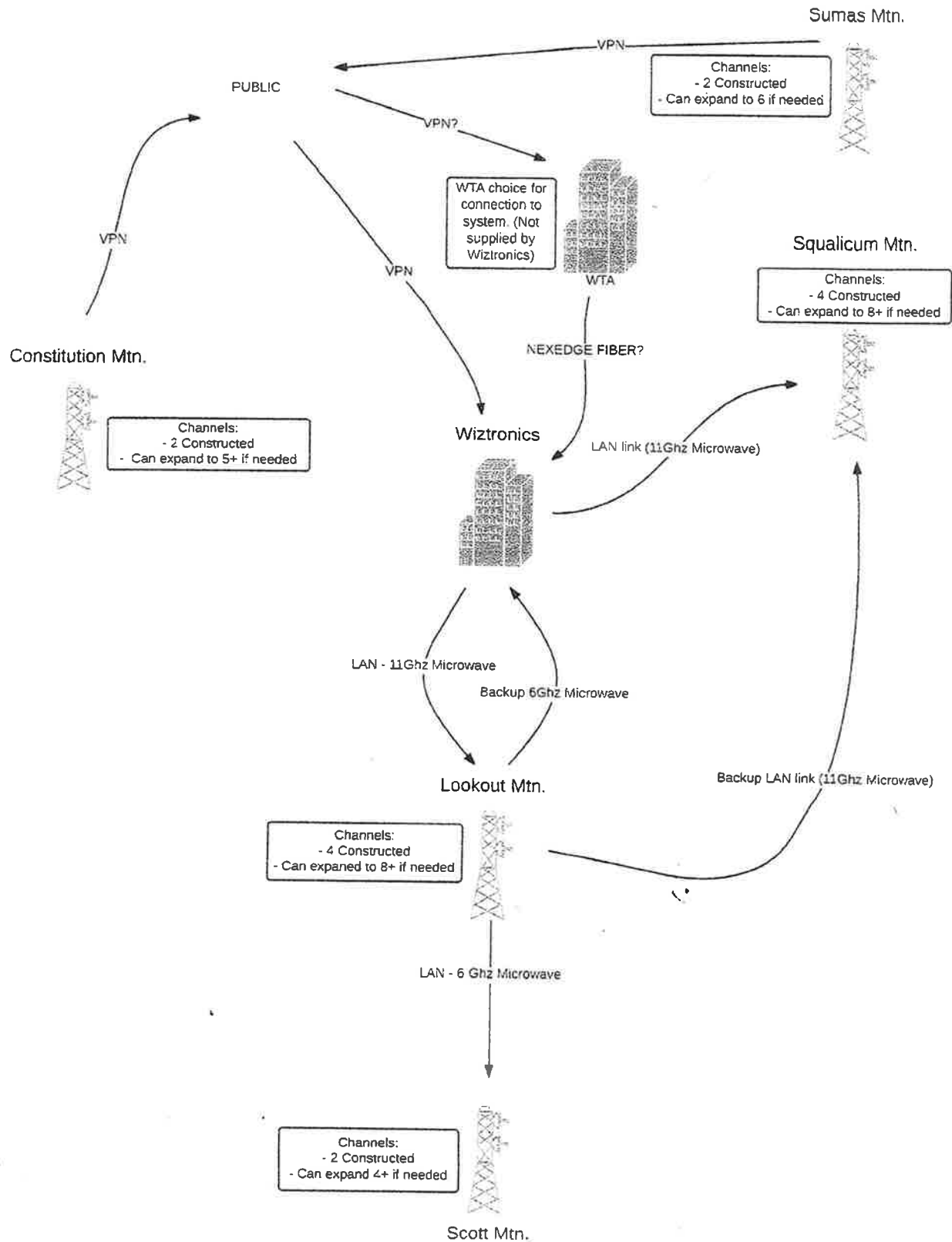
All matters with consoles, and radios will be coordinated with WTA as to what will be done by each party, and implementation will then go forward.

At this time we would suggest that the switch over would go as follows: Old system stays online until all new equipment is online.

The two transit stations will need a temporary antenna to allow both systems to work side by side.

Since the NEXEDGE system is available at this time, when consoles are in place and running the switch over can take place.

Exhibit # 1 Proposed Network Diagram



NexeTalk Software Console Exhibit #2

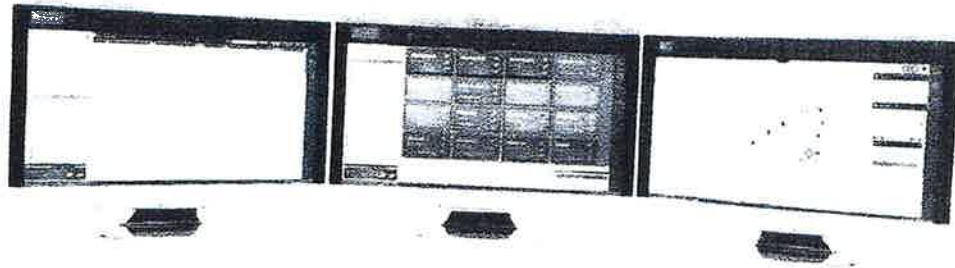


Newsletter

PHAEETON

June 2015 NexeTalk v 3.5

Version 3.5 is a major update containing new features that will make your NexeTalk experience even more enjoyable and efficient.



HIGHLIGHTED FEATURES

On-Screen Dial Pad

A dial pad has been added to the dispatch console. This enables dispatchers to make and receive full duplex phone calls. The console operator can have up to six simultaneous conversations. Dispatchers are now able to patch an incoming or ongoing telephone call to a radio or talkgroup. With a large network, dispatchers can be divided between different Dispatch Centers. Someone could call an individual dispatcher if they have their extension or calls could simply go to the dispatch center and any of the dispatchers could take this call.

Cross Mute

The cross mute feature is used to fully mute one or more consoles. This can be especially useful when two or more dispatchers are working in close proximity. In these situations, operators can often hear the live voices of each other in addition to hearing the same speech over a radio channel. By enabling the cross mute capability these dispatchers will avoid hearing the duplicate speech of other participants over the channel.

Talkgroup Patch

With this interoperability feature, a dispatcher can patch communications between trunked and/or conventional talkgroups. You can have up to eight talkgroups for each patch. When created, the patch appears in a separate box on the screen. These patches can easily be activated or disabled by the dispatcher. In future, it will be possible to patch NEXEDGE® radio users and talkgroups from other radio systems.

Default Lists

The system administrator is able to create default lists of talkgroups and radio users. If a dispatcher is assigned one or more default lists, they can transmit and receive audio and data from talkgroups and radios included in any of these lists. One of possible scenarios is when all radio users and talkgroups are divided between all the dispatchers in a control room, with each operator able to communicate with

Key Features as of June 2015

➤ Fleet Management

- Support of shared radio networks (SMR operators)

➤ Voice Dispatch & Recording

- Unlimited number of talk groups per dispatcher
- Multiple group calls
- Private calls
- Emergency calls
- Voice recording
- Remote monitor
- Dynamic regrouping
- Telephone calls
- Talkgroup patch
- Calls history
- Select / Unselect channels
- Alert Manager

➤ Data Processing

- Real-time GPS tracking
- OpenStreetMap and Bing Maps support
- Changeable GPS update interval
- Remote Stun/Revival
- Text messages
- Status messages
- GPS history

➤ Telephone Interconnect

➤ Other Features

- Multiple users support
- PTT devices support
- Lone Worker

System Requirements

Windows 7/8 Windows Server 2008/2012

DISPATCH SOFTWARE

Intelligibility

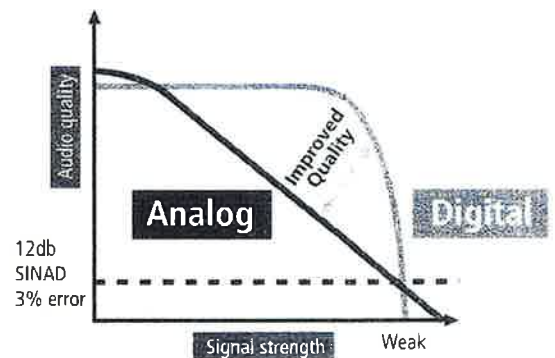
NEXEDGE®

NEXEDGE® uses the AMBE+2™ VOCODER, a state-of-the-art voice digitalization and compression technology offering enhanced Forward Error Correction (FEC) and noise reduction for superior clarity at varying signal strengths in all digital call features.

Advanced Digital Processing

A key element of the NXDN® air interface is the AMBE+2™ vocoder which digitizes speech while retaining natural voice nuances, performs noise reduction, introduces FEC and compresses voice data to accommodate land mobile radio spectrum bandwidth and data rates. Next, the radio's digital signal processor (DSP) protocol packages the vocoder, signaling, control, and FEC data together, converting it to a uniquely filtered 4-Level FSK digital waveform that modulates the transmitter. This results in a low bit-error-rate (BER) digital air interface so you get robust communications even in weak signal strength areas.

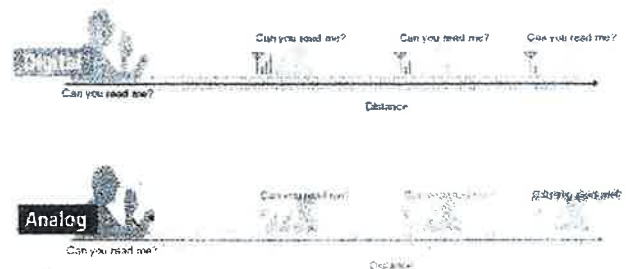
Digital VOCODER



Superior Clarity in Extended Coverage

As RF signal strength weakens with distance, analog reception becomes increasingly noisy and intermittent. NXDN®'s low BER improves reception in fringe areas, thereby "effectively" increasing coverage as much as twenty percent over analog.

Coverage differences in fringe areas



Digital Call Features

All NEXEDGE® units support common call features in both digital conventional and trunked modes.

- **All Group Call** A selectable All Call Group ID (GID) calls all talk groups on the system for facility wide announcements, emergencies and critical incidents.
- **Paging Call** Up to five UID unit-to-unit pages are dated, time stamped and stored for recall and review. This is useful for unattended radio messages and non-voice selective paging operations.
- **Emergency Call** Subscriber units can declare an Emergency to a console, an individual, a group or all groups. This signal can be triggered by manual key, a footswitch (mobiles) or Man-Down Switch (portables).

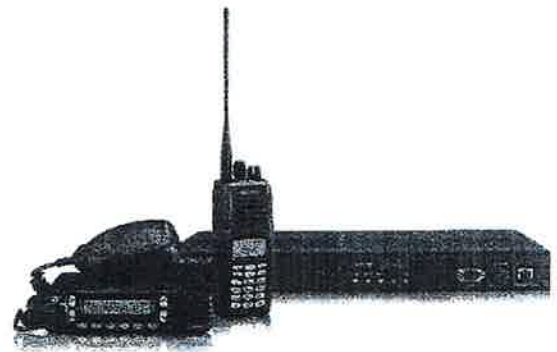


Exhibit # 4 NEXEDGE Reliability Features

Reliability

NEXEDGE®

NEXEDGE® systems use the NXDN® digital air interface, a suite of digital communications protocols using 4-Level FSK (4LFSK) modulation capable of operating in 12.5 kHz and 6.25 kHz bandwidths. NEXEDGE® voice security enhances personnel safety, reduces risk and thwarts possible information breaches by protecting sensitive communications for your facilities and operations.

Rock Solid Stability

NXDN® is capable of both 12.5 kHz and 6.25 kHz bandwidth channel operation to ensure rock-steady frequency stability, exceeding all regulatory and emissions mask requirements in all bands. NEXEDGE® systems do not drift and cause adjacent channel interference issues in properly coordinated spectrum.

Channelize

NXDN® equipment will program on any channel center or offset (2.5, 3.125, 5, 6.25, 7.5 kHz PLL channel steps) providing more potential to find frequencies which is important where narrower channel migration is being forced or there is a need to maximize use of geographical licenses and use split-channels where permitted.

Voice & Data Security

The NXDN® digital air interface offers inherent security against casual electronic eavesdropping, and subscriber units also include the NXDN® 15 bit key scrambling function for secure voice & data. IP links are further secured through VPN tunneling to authenticate and encrypt all inter-site communication. Kenwood offers AES & DES encryption option modules for government-grade security against more sophisticated adversaries. These modules have a unique embedded crypto-ESN which will erase its encryption keys (zero-ize) if an attempt is made to place it in any other radio unit. In addition, if greater than 15 radio-password attempts are made, the module's encryption keys are also erased, preserving the fleet's current secure voice integrity.

User Validation

All NEXEDGE® system configurations validate unit and group IDs for subscriber access. Commercial and private operators can easily activate & deactivate subscriber units via remote programming or system management software. This is ideal for organizations with frequent personnel changes, so radios can be used by contractors, vendors and seasonal/temp workers.

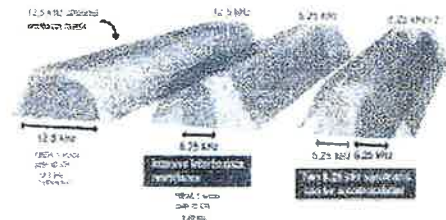
ESN Radio Validation

Each NEXEDGE® subscriber radio has a unique and unchangeable factory embedded Electronic Serial Number (ESN) that can be validated for trunked system access. In the event a radio is lost, stolen or compromised, disabling the ESN will deny access while all other radios continue to communicate in their talk groups without disruption. The operator's original ID numbering system is preserved because only one subscriber unit is disabled and not one or more talk groups shared by many users.

Radio Password Protection

Each radio can have a required password to authorize operation, thus adding an extra level of security against unsanctioned radio use.

NXDN® 12.5 & 6.25 kHz



Secure Voice

Top Secret User: Government	KWD-AE20/21 AES Encryption
Top Secret User: Public Safety	KWD-DE21 DES Encryption
Confidential User: Industrial	NEXEDGE® Scrambler
Unclassified User: Commercial	NXDN® Digital Scrambler

Flexibility

NEXEDGE®

NEXEDGE® supports both NXDN® digital and analog modes via a common transceiver technology, which creates a self-paced migration path to accommodate budgetary, administrative, organization and time line demands.

Conventional Mixed Mode

Current analog and NXDN® digital fleets can share the same frequency in conventional Mixed Mode, providing service to aging analog fleet radios as new digital radios are deployed. NEXEDGE® radios, capable of both conventional analog and digital operation, can talk to both old and new radios. The Mixed Mode operation is available in base, repeat and direct modes in the following bandwidth combinations: 25 or 12.5 kHz analog with 12.5 or 6.25 kHz NXDN® (25 kHz mode capable equipment is only available where permitted by government regulation).

Trunked Channel Shared Mode

NEXEDGE® trunked system traffic channels can be shared with existing external analog conventional or analog trunked logic controllers, extending service to analog fleets as they transition to NXDN® trunking.

Telephone Interconnect System

The Interconnect Adapter (KIT-4), connected to a NEXEDGE® Trunked System, converts analog telephone voice into digital and enables communication between a telephone and a radio. It connects to PABX/PSTN through analog telephone patch equipment like Zetron Model 30 or Zetron Model 735 (for export market only).

OTAA: Over-The-Air-Alias

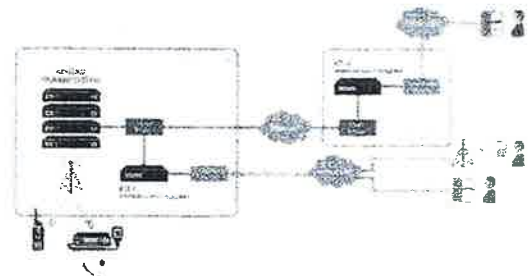
A calling unit's User ID (UID) alphanumeric alias is sent over the air and displayed on the receiving unit's LCD, so there is no need to program every fleet alias in every radio.

OTAP: Over-The-Air-Programming

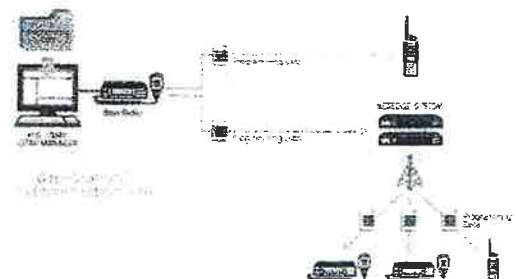
The NEXEDGE® OTAP Manager software (KPG-150AP) provides wireless programming for subscriber units in the field. Over-the-air changes to large fleets will save thousands in extensive travel, labor and fuel costs as well as in lost productivity caused by radio downtime.

- Programs Subscribers Over-the-Air
- Full & Partial Programming
- OTAP Session Scheduling
- Auto Retries & Pass / Fail Logging
- Fail Safe
- Works with all NEXEDGE® Subscribers
- Adds savings for operators and customers.

Telephone Interconnect System



NEXEDGE® OTAP (KPG-150AP)

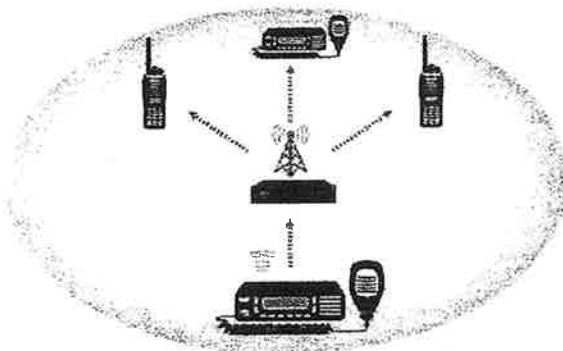


Scalability

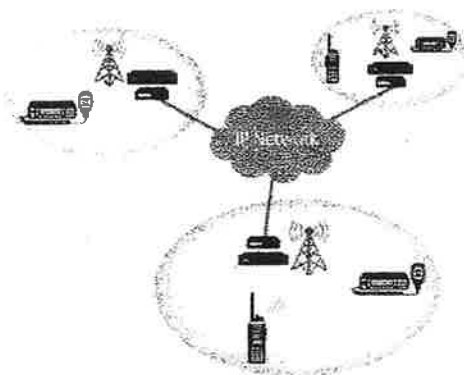
NEXEDGE®

NEXEDGE® is configurable in traditional conventional, conventional IP networks and trunked networks. Many modes are either included or available as software license upgrades. NEXEDGE® digital modes employ common feature sets and functions and are continually upgraded.

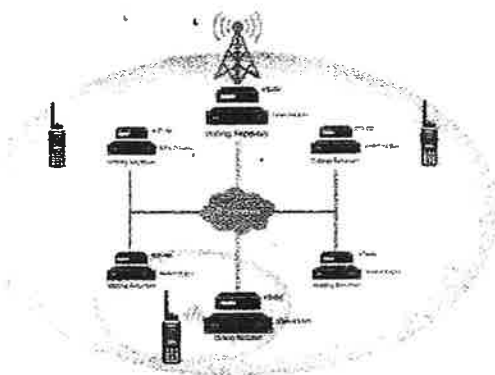
Conventional System



Conventional IP Network



Voting Receiver System



Digital Conventional Systems

NEXEDGE® conventional systems offer capabilities beyond analog conventional systems. With large unit ID and talk group ID capacity, users can identify and segment different departmental/agency groups and sub-groups on shared channels. Mixed Mode allows service to both analog and digital fleets at the same time.

- **RAN (Radio Access Number)** base units include a 16 RAN capacity conventional repeater controller for 16 user group site sharing (RAN range: 1-64, this is similar to CTCSS/DCS use in FM).
- **1,000 GIDs** Large talk group ID capacity for group selective calling.
- **1,000 UIDs** Large unit ID capacity for individual selective calling.
- **Mixed Channel Type** FM & NXDN® conventional units can share the same RF channel. Both subscriber units and bases demodulate incoming analog FM or NXDN® digital calls and talkback or repeat the same mode (this is on conventional channels only with 12.5 kHz narrow bandwidth).

Digital Conventional IP Networks

NEXEDGE® Conventional IP Networks offer wide area coverage or coverage fill-in extensions.

- **16 or 48 Site* Configurations** NEXEDGE® Conventional IP links up to 16 or 48 digital conventional repeaters into one system for wide area coverage or coverage fill-in extensions.
- **Beacon Signals** As users roam throughout the network, the subscriber units use the beacon signals to choose the best repeater for communications.
- **Normal or Automatic Site Roam (per Zone)** Subscriber zones can be programmed for "Normal Channel Select," for traditional conventional operation, and/or "Automatic Site Roam," which allows subscribers to scan for site beacon signals to lock on to in order to make or receive network calls.
- **Receiver Voting** Voting systems extend the portable talk-in range of a NXR-710/810 conventional repeater by utilizing a constellation of satellite receivers linked to the repeater site. Portable signal strength data (RSSI) is sent via IP link to the repeater site which compares and selects the receiver site with the best audio quality for re-transmission.

* Version 2.0 or later and certain routing type required [16 (unicast), 48 (multicast)] for maximum number of repeaters per network.

Manageability

NEXEDGE®

NEXEDGE® Application Software and Dispatch system effectively and efficiently manage your fleet.

Centralized System Management

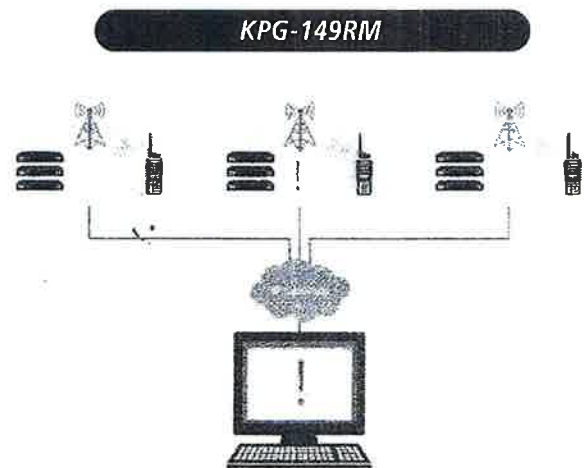
The NEXEDGE® System Manager (KPG-110SM) for NXDN® trunked sites and networks reduces operation and maintenance costs with remote programming, firmware uploading, subscriber unit access management, monitoring and diagnostic capabilities, all from a secure Windows® based application via on-site direct connection, IP connection or dial up modem.

- **Secure Access** USB secure hardware keys limit System Manager and site access to authorized personnel only.
- **System Parameters** Operators are provided with full site and network configuration control by remote connection. Sites can be accessed directly on-site or through dial up modem or IP connection.
- **Subscriber Privileging** UID/GID validation, 127 UID/127GID Class-of-Service entries and 5,000 Fleet UID/GID lists permit operators to grant certain access privileges, call types, inter-site call capabilities and queue priority for any groups and/or individuals on a system.
- **Real-Time Activity Monitoring** All sites traffic can be monitored real time for management and troubleshooting purposes.
- **Call Logs** Operators can download detailed call activity of any channel, site, individual or group for traffic, security and incident analysis.
- **Channel Loading** Graphs peak usage and blocking statistics to identify possible system traffic / capacity issues.
- **NXR Diagnostics** Operators can remotely monitor each NXR unit's hardware and Ethernet network interface to identify possible problems at any site.
- **NXR Firmware Uploading** Operators can remotely update operational firmware in all NXR units without having to drive to a site.

Repeater Monitor

The KPG-149RM application enables around-the-clock remote IP monitoring of all repeaters on an NXDN® single-site or multi-site trunked network and on NXDN® conventional IP networks. This software alerts supervisors and technical personnel of systemic problems or failures of any repeater at any site. Also, the KPG-149RM can be set to sound a PC alarm and send multiple emails or SMS text messages upon receiving an alert, with all events recorded in a log file.

- **Repeater Diagnostics Via IP**
- **WAV File Alarms**
- **Email/SMS Alert Notifications**
- **Log File Download**
- **Single-Site Trunked & Multi-site Networks**
- **Conventional & Conventional IP**
- **Network Link Notification** When a trunked network IP link is disrupted, the site reverts to single site trunked operation and can broadcast a network link message over the air and sound an alert tone to a system operator's and on-call technician's radios.

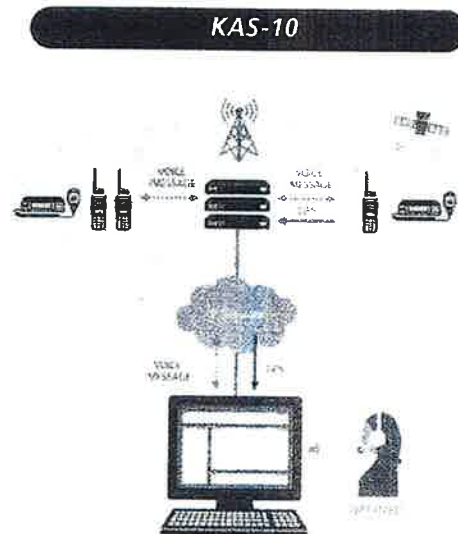


Exhibits #8 & 9 NEXEDGE Manageability

NEXEDGE® AVL & Messaging

Kenwood's KAS-10 dispatch application easily integrates with a NEXEDGE® control station radio for operation on all system types or as a virtual PC radio via an IP connection to a NEXEDGE® network. The voice/messaging and AVL functions run independently.

- 999 Mobile ID Capacity
- NEXEDGE® Conventional & Trunked Systems
- Analog Conventional & LTR® Systems
- Microsoft® MapPoint® 2006/2009/2010/2011/2013 Mapping
- Google Earth™ Maps (KML Output)
- NEXEDGE® VoIP Dispatch over Conventional & Trunked IP Network
- 100 Group Scan with 4 Priority Monitor ID's
- NXDN® Voice Scrambling
- Dispatch Console Window



MAX Dispatch Console System

Kenwood's MAX Dispatch System is a pure end-to-end, IP-based telecommunications console system designed for medium to large business or industrial applications.

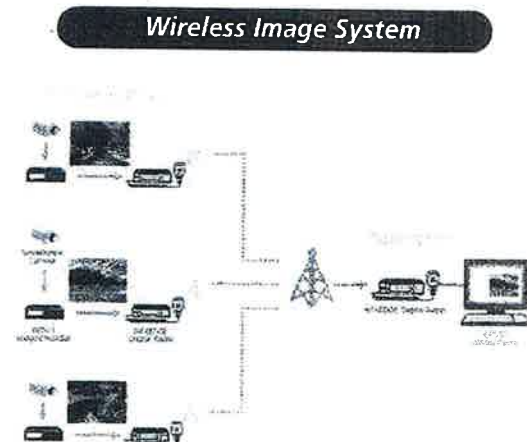
- IP Gateway Connection to NEXEDGE® Trunked Repeater Group, Individual, Emergency, Status, Encryption
- Analog/NEXEDGE® Conventional Radio Gateway
- Patching at Dispatch Console
- Network Redundancy & Hot Standby Provide 99.999% Availability
- System-Wide Aux I/O
- Supports Distributed Console System Design



Wireless Image System

This innovative system consists of a monitor station (KVT-11) and a base station (KAS-11), linked via NEXEDGE® digital transceivers. Still images are transmitted from the remote site to the base station computer, which serves as the control center. Several sites can be monitored simultaneously.

- Remote Wireless Camera
- Base Monitoring / Image Viewer
- NEXEDGE® System Compatible
- 900KB VGA-Res Color or B&W Images
- MPEG-4 AVC/H.264 Video Compression
- Transfers in 1.5 Minutes or Less



Durability

NEXEDGE®

NEXEDGE® Repeaters and Base Stations are designed for the demands of public safety, utilities and other heavy industrial applications where continuous duty operation is required.

NEXEDGE® Portables and Mobiles have the power and performance to surpass the toughest job requirements, due to our long-standing commitment to quality construction and a tough platform design that is compliant with MIL-810 and IP-54/55 weather-proofing.

NEXEDGE® VHF/UHF
Digital & FM Portable Units
NX-200/300



The NX-200/300 radios are compact and fully equipped for both digital and analog operating modes. The clear backlit display and user friendly controls enhance operating ease, while the rugged MIL-STD construction ensures all-weather reliability.

- VHF (136-174 MHz) 5W
- UHF (400-470, 450-520 MHz) 5W
- GPS Models Available

NEXEDGE® VHF/800/900 MHz
Digital & FM Portable Units
NX-210/410/411



For users desiring a larger keypad for frequent selective paging, phone interconnect, dispatch center signaling or remote control signaling, the NX-210/410/411 offers a rugged platform with the same display as the NX-200/300 in a larger unit.

- VHF (136-174 MHz) 5W
- 800 (806-870 MHz) 3.0W
- 900 (896-941 MHz) 2.5W

NEXEDGE® VHF/UHF/800 MHz
Digital & FM Portable Units
NX-220/320/420



The NX-220/320/420 is a full ten percent smaller than prior models, retaining the ultra rugged features including compliance with MIL-STD 810 and IP54/55 standards while offering the flexibility of a VHF/UHF non-display model for those users who do not need to display talk groups or channels.

- VHF (136-174 MHz) 5W
- UHF (400-470, 450-520 MHz) 5W
- 800 (806-870 MHz) 3.0W

NEXEDGE® VHF/UHF
Digital & FM Portable Units
NX-240VK/340UK



The NX-240VK/340UK is extremely durable yet relatively small and lightweight. Offering an array of loaded features, including compliance with MIL-STD 810 makes this radio a great choice for many industry's.

- VHF (136-174 MHz) 5W
- UHF (450-520 MHz) 5W

NEXEDGE® VHF/UHF/800/900 MHz Digital & FM Mobile Units
NX-700(H)/800(H)/900/901



The sleekly designed NX-700(H)/800(H)/900/901 radios allow you to take full advantage of both digital and analog operating modes. Mobile users will appreciate the large dot-matrix LCD, intuitive controls and multi-scan capabilities.

- VHF (136-174 MHz) 30/50W
- UHF (400-470, 450-520 MHz) 30/45W
- 800 (806-870 MHz) 15W
- 900 (896-941 MHz) 15W



Exhibit D: Vendor Information & References

In the section below, please provide the requested information about your organization. This exhibit is not to be submitted in place of the proposal summary letter outlined in Section 2.E. **Failure to provide ALL requested information will result in rejection of the submission as non-responsive.**

BUSINESS NAME	Wiztronics, Inc.
PRIMARY CONTACT • Name • Title • Phone • Email	Gerald L. Noe President (360) 380-0300 Jer@wiztronics.com
YEARS IN INDUSTRY	49 years
ANNUAL REVENUES*	☐ Less than \$500,000 ☒ \$500,000-\$1 million ☐ \$1 - 2 million ☐ \$2 - 5 million ☐ \$5 - 10 million ☐ More than \$10 million
MBE/DBE ☐ Yes ☐ No DBE Registration# _____	SBA ☐ Yes ☐ No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	Gerald Noe - Technician Bryan Noe - IT Technician Colin Davidson - IT & Field Technician Bob Baker - Sales Stanley Bronisz - Accounting
CUSTOMER LIST (3-5 additional customers besides references below)	
NAICS NUMBERS (naics.org for more info)	No number listing applicable to our business

* WTA reserves the right to request financial statements from Proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit D: Vendor Information & References, Continued

Please list a total of 5 customers from the last three (3) years for whom you have performed service similar to what the WTA is seeking in this RFP. Please use the following format:

1. Name : Cowden Sand & Gravel
Address: 3463 CEDARVILLE RD., Bellingham, WA
Contact Name: **Steve Cowden**. Phone number (360) 592-4200. email: steven@cowdeninc.com
Length of service 3 years
Service Performed **Provide Wide Area NEXEDGE Digital Radio Coverage**
Total contract value : **Not Applicable (Monthly Billing)**
2. Name: **Aeronautical Services.**
Address: 112 AIRPORT CIRCLE, Friday Harbor, WA 98250
Contact Name: **Mark Franklin**, Phone Number 360 298-1262. Email: asi@rockisland.com
Length of service 2 1/2 years
Service Performed: **Provide 800 Mhz NEXEDGE Digital Radio Coverage**
Total Contract Value: **Not Applicable (Monthly Billing)**
3. Name: **Meridian School District**
Address: 214 W. LAUREL RD., BELLINGHAM, WA 98226-962
Contact Name: **Mark Dennis**, Phone Number (360) 398-2707. Email: mdennis@meridian.wednet.edu
Length of Service: 1 Year
Service Performed: **Provide Wide Area NEXEDGE Digital Radio Coverage**
Total Contract Value: **Not Applicable (Monthly Billing)**
4. Name: **Lummi Tribal School**
Address: 2616 KWINARD., BELLINGHAM, WA 98226-9291
Contact Name: **Solomon Lane**, Phone number (360) 319-6347. Email: solomon.lane@lummi-k12.org
Length of Service: 2 years
Service Performed: **Provide Wide Area NEXEDGE Digital Radio Coverage**
Total Contract Value: **Not Applicable (Monthly Billing)**
5. Name: **Conway School District**
Address: 19710 WA-534, Mount Vernon, WA 98274
Contact Name: **Angela Pederson**, Phone Number 360 445-5785. Email: apederson@conway.k12.wa.us
Length of Service: 1 year
Service Performed: **Provide Wide Area NEXEDGE Digital Radio Coverage**
Total Contract Value: **Not Applicable (Monthly Billing)**



Exhibit E: Price Proposal Sheet

Any costs associated with this project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA requires quotes to be as a monthly charge for the service on a per subscriber unit basis. Any costs associated with this project including but not limited to taxes, licenses, permits, bonds, insurance, labor, materials, equipment, overhead, profit, travel, expenses, shipping, and freight should be included in the monthly charge.

Display any implementation charges separately.

Express any value added options or ideas that may benefit the agency on a separate sheet. This could include ideas or suggestions on alternatives in implementation strategy, timelines, scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics. Before award, WTA will determine if the value added items will be accepted or rejected.

The Proposer agrees that the WTA shall not be liable on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Proposer's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

Contract through 2018	Monthly Service Charge per unit \$ <u>30.00 + 8.7% tax</u> Includes 4 talk groups, individual call, emergency alert
Contract through 2019	Monthly Service Charge per unit \$ <u>30.00 + 8.7% tax</u> Includes 4 talk groups, individual call, emergency alert
Contract through 2020	Monthly Service Charge per unit \$ <u>30.00 + 8.7% tax</u> Includes 4 talk groups, individual call, emergency alert
Contract through 2021	Monthly Service Charge per unit \$ <u>30.00 + 8.7% tax</u> Includes 4 talk groups, individual call, emergency alert
Implementation Charges	\$ <u>35.00 times number of units on system + 8.7% tax</u>

Some aspects of work may involve WAC Rule 171. Please see [Part 5.K](#) for more information.

Please list any price breaks for units. Example: 100-150 subscriber units receive a 2% discount off monthly rate.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL



Exhibit F: Conflict of Interest

STATE OF WASHINGTON }

} ss.

COUNTY OF whatcom }

The undersigned, being first duly sworn, on oath, states on behalf of the Proposer:

1. Conflict of Interest

The Proposer, by entering submitting this proposal to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees and ensures, that it has no direct or indirect financial or proprietary interest. Proposer shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Proposer shall not employ any person or agent having such interest. In the event that the Proposer or its agents, employees or representatives acquires such a conflict of interest, it shall immediately disclose such interest to the WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as the WTA may require.

2. Contingent Fees and Gratuities

That the Proposer, by entering into this contract with the WTA to perform or provide services or materials for the WTA has thereby covenanted, and by this affidavit does again covenant and assure:

That no person or selling agency except bona fide employees or designated agents or representatives of the Proposer has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Date: 5/26/2016 Signature: Gerald Noe

On this 26 day of May, 2016 before me appeared Gerald Noe, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by the WIZTRONICS INC - (firm) to execute the affidavit and did so as his/her free act and deed.

SEAL:

[Signature] residing at Whatcom County.

Expiration of Commission: 09/24/2017.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY PROPOSAL





Exhibit G – Debarment, Compliance, Conflict of Interest

By submitting a signed proposal, Proposers are assuring the WTA of the following:

1. Proposers are not on the current list of Federally or Washington State debarment lists
2. Proposers agree to adhere to ADA requirements
3. Proposers will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Provider or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
5. The Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the Proposer assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the Proposer assures that the company is fully licensed, bonded, and insured. A copy of the successful Proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish Proposer responsibility as part of the evaluation process.

Proposer's Initials

G.L.N.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS PART MUST ACCOMPANY THE PROPOSAL

EXHIBIT C

ASSIGNMENT OF LICENSES

THIS ASSIGNMENT OF LICENSES ("Assignment") is made this _____ day of _____, 2021, by and between **WIZTRONICS, INC.**, a Washington State corporation ("Assignor"), and **WHATCOM TRANSPORTATION AUTHORITY**, a Washington State Public Transportation Benefit Area ("Assignee"). This Assignment is entered under the following agreed facts:

A. Assignor owns and operates a community radio system that includes, but is not limited to, the following components:

- those licenses issued by the Federal Communications Commission ("FCC") under the call signs WNMT373, WNAR349, WNPS655, WNMR629, and all channels that are associated with such licenses, a true and copy of which are attached hereto and incorporated by reference as Exhibit A ("FCC Licenses");
- those separate microwave channels (10735.000 MHz and 11225.000 MHz) that are associated with the microwave link between Squalicum Mountain and Lookout Mountain, Whatcom County, Washington ("Microwave Channels");

B. Assignor and Assignee have entered a Radio System Purchase and Sale Agreement ("Agreement") under which Assignor is selling, inter alia, the FCC Licenses and Microwave Channels to Assignee.

C. Assignment of the FCC Licenses is contingent upon the approval from the FCC, which has been secured, as evidenced by that notice of approval attached hereto and incorporated by reference as Exhibit B.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of All Right, Title, and Interest in Leases

Assignor hereby conveys and assigns all right, title, and interest that it has in the FCC Licenses and Microwave Channels, and correspondingly waives any and all rights that it may have in the FCC Licenses and the Microwave Channels.

2. Representations and Warranties From Assignor

To the best of its knowledge, Assignor represents and warrants as follows to Assignee:

ASSIGNMENT OF LICENSES

a. there is no other person or entity who has any right, title, or interest in the FCC Licenses or the Microwave Channels;

b. Assignor is authorized to execute and enter this Assignment;

c. Assignor's execution of this Assignment will not cause a breach of any agreement, statute, or regulation; and

c. in addition to the above, Assignor makes those representations and warranties separately made in the Agreement, which are renewed herein by reference.

3. Representations and Warranties From Assignee

Assignee represents and warrants as follows to Assignor:

a. Assignee is authorized to execute and enter this Assignment; and

b. Assignee's execution of this Assignment will not cause a breach of any agreement, statute, or regulation.

4. Indemnity, Hold Harmless, and Duty to Defend

Assignor shall hold harmless, defend, and indemnify Assignee from and against all claims, demands, judgments, or actions raised by any third party arising out of the FCC Licenses or Microwave Channels, and relating to events that occurred prior to the date of execution of this Assignment.

Assignee shall hold harmless, defend, and indemnify Assignor from and against all claims, demands, judgments, or actions raised by any third party, and arising out of the FCC Licenses or Microwave Channels, and relating to events that occurred after the date of execution of this Assignment, except for those claims covered by any separate indemnity, hold harmless, and duty to defend obligation contained in any Service Agreement between the parties.

5. Attorneys' Fees

In any suit commenced to enforce or interpret this Assignment, the prevailing party shall be entitled to be awarded from the other party its attorneys' fees and costs.

ASSIGNMENT OF LICENSES

6. Choice of Law and Venue

This Assignment is governed by the laws of the state of Washington. Any action to enforce or interpret this Assignment shall be commenced in the Superior Court for the State of Washington, Whatcom County.

Executed on the dates set forth below.

ASSIGNEE:
WHATCOM TRANSPORTATION AUTHORITY

By: Les Reardanz
General Manager
Dated: _____

ASSIGNOR:
WIZTRONICS, INC.

By: Gerald L. Noe
President
Dated: _____

EXHIBIT A

ULS License

800 MHz Trunked SMR (SMR, Site-specific) License - WNAR349 - WIZTRONICS INC

Call Sign	WNAR349	Radio Service	YM - 800 MHz Trunked SMR (SMR, Site-specific)
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Status	Active	Auth Type	Regular
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Dates

Grant	10/20/2020	Expiration	10/31/2030
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Effective	10/20/2020	Cancellation	
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Control Points

1	1800 ELLIS ST, WHATCOM, BELLINGHAM, WA P: (360)380-0300
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Licensee

FRN	0001575760	Type	Corporation
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Licensee

WIZTRONICS INC 1800 ELLIS ST BELLINGHAM, WA 98225-4619 ATTN STANLEY M BRONISZ	P:(360)380-0300 F:(360)380-0375
--	------------------------------------

Contact

Wiztronics, Inc. Stanley M Bronisz 1800 Ellis Street Bellingham, WA 98225-4619 ATTN Stanley M. Bronisz	P:(360)380-0300 F:(360)380-0375 E:stan@wiztronics.com
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Land Mobile Data

Extended Implementation (Slow Growth)	Assoc.Call Signs
---	------------------

Eligibility

90.603C - APPLICANT PROPOSES TO PROVIDE ON A COMMERCIAL BASIS MOBILE RELAY FACILITIES TO ONLY THOSE ELIGIBLE UNDER RULE PART 90 OF THE FCC RULES AND REGULATIONS. APPLICANT WILL EMPLOY INTERCONNECT IN ACCORDANCE.

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

ULS License

800 MHz Trunked SMR (SMR, Site-specific) License - WNPS655 - WIZTRONICS INC

Call Sign	WNPS655	Radio Service	YM - 800 MHz Trunked SMR (SMR, Site-specific)
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Status	Active	Auth Type	Regular
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Dates

Grant	10/07/2019	Expiration	09/08/2029
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Effective	10/07/2019	Cancellation	
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Control Points

1	1800 ELLIS ST, WHATCOM, BELLINGHAM, WA P: (360)380-0300
----------	--

Licensee

FRN	0001575760	Type	Corporation
-----	------------	------	-------------

Licensee

WIZTRONICS INC 1800 ELLIS ST BELLINGHAM, WA 98225-4619	P:(360)380-0300 F:(360)380-0375
--	------------------------------------

Contact

Wiztronics, Inc. Stanley M Bronisz 1800 Ellis Street Bellingham, WA 98225-4619 ATTN Stanley M. Bronisz	P:(360)380-0300 F:(360)380-0375 E:stan@wiztronics.com
--	---

Land Mobile Data

Extended Implementation (Slow Growth)	Assoc.Call Signs
---	------------------

Eligibility

90.603C - APPLICANT PROPOSES TO PROVIDE ON A COMMERCIAL BASIS MOBILE RELAY FACILITIES TO ONLY THOSE ELIGIBLE UNDER RULE PART 90 OF THE FCC RULES AND REGULATIONS. APPLICANT WILL EMPLOY INTERCONNECT IN ACCORDANCE WITH ALL.

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

4/26/2021

ULS License - 800 MHz Trunked SMR (SMR, Site-specific) License - WNPS655 - WIZTRONICS INC

Race

Ethnicity

Gender

ULS License

**Business/Industrial/Land Trans, 809-824/854-869 MHz, Conv. License
- WNMT373 - WIZTRONICS INC**

Call Sign	WNMT373	Radio Service	GJ - Business/Industrial/Land Trans, 809-824/854-869 MHz, Conv.
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Status	Active	Auth Type	Regular
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Dates

Grant	01/04/2012	Expiration	03/05/2022
-------	------------	------------	------------

Effective	12/18/2014	Cancellation	
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Control Points

1	1800 ELLIS ST, WHATCOM, BELLINGHAM, WA P: (360)380-0300
----------	--

Licensee

FRN	0001575760	Type	Corporation
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Licensee

WIZTRONICS INC 1800 ELLIS ST BELLINGHAM, WA 98225-4619 ATTN Stanley M. Bronisz	P:(360)380-0300 F:(360)380-0375
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Contact

EMR CONSULTING, INC 8801 SARGENT RD INDIANAPOLIS, IN 46256 ATTN JENNY ADKINS	P:(317)436-8875 F:(317)436-8874 E:JADKINS@EMRCONSULTS.COM
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Land Mobile Data

Extended Implementation (Slow Growth)	Assoc.Call Signs
---	------------------

Eligibility

90.75A1

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	No

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

4/26/2021

ULS License - Business/Industrial/Land Trans, 809-824/854-869 MHz, Conv. License - WNMT373 - WIZTRONICS INC

Race

Ethnicity

Gender

ULS License

800 MHz Trunked SMR (SMR, Site-specific) License - WNMR629 - WIZTRONICS INC

Call Sign	WNMR629	Radio Service	YM - 800 MHz Trunked SMR (SMR, Site-specific)
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Status	Active	Auth Type	Regular
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Dates

Grant	09/11/2013	Expiration	09/29/2023
-------	------------	------------	------------

Effective	07/17/2018	Cancellation	
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Control Points

1	24922 SE 406th ST., KING, ENUMCLAW, WA P: (206)825-1011
----------	--

Licensee

FRN	0001575760	Type	Corporation
-----	------------	------	-------------

Licensee

WIZTRONICS INC 1800 ELLIS STREET BELLINGHAM, WA 98225-4619 ATTN STANLEY M BRONISZ	P:(360)380-0300 F:(360)380-0375
--	------------------------------------

Contact

Wiztronics, Inc. Stanley M Bronisz 1800 ELLIS STREET BELLINGHAM, WA 98225-4619 ATTN Stanley M. Bronisz	P:(360)380-0300 F:(360)380-0375 E:stan@wiztronics.com
--	---

Land Mobile Data

Extended Implementation (Slow Growth)	Assoc.Call Signs
---------------------------------------	------------------

Eligibility

90.603C - PROVIDES RADIO SERVICE TO ELIGIBLES.

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected No

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

EXHIBIT D

BILL OF SALE

This BILL OF SALE is entered into as of _____, 2021, by WIZTRONICS, INC., a Washington State corporation, with its principal place of business located in Bellingham, Washington (“**Seller**”), and WHATCOM TRANSPORTATION AUTHORITY, a Public Transportation Benefit Area under RCW Chapter 36.57A, with its principal place of business located in Bellingham, Washington (“**Buyer**”). This Bill of Sale is made pursuant to the Radio System Purchase and Sale Agreement (the “**Agreement**”) dated June ____, 2021, between Seller and Buyer, which includes the transfer of that personal property set out in Exhibit A, which is attached hereto and incorporated by reference (“**Equipment**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree and confirm as follows:

1. Conveyance. For good and valuable consideration in the form and amount paid under paragraph 1(b) of the Agreement, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title, and interest in and to the Equipment.

2. Representations and Warranties. Seller represents and warrants that (1) Seller is conveying good and valid title to all Equipment, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (2) Seller has the right to sell the Equipment to Buyer and shall warrant and defend the right against the lawful claims and demands of all persons in accordance with the terms and conditions of the Agreement.

3. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer and its successors and assigns title to the Equipment transferred by this Bill of Sale.

4. Governing Law. This Bill of Sale and all related documents, and all matters arising out of or relating to this Bill of Sale, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the state of Washington, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of Washington.

5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Seller's representations, warranties, covenants, and agreements relating to the Equipment, as if each term was fully set forth herein. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Bill of Sale as of the date first written above.

Wiztronics, Inc.

By: _____

Name: Gerald L. Noe

Title: President

EXHIBIT A

Exhibit A: Equipment

Lookout Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Squallcum
1	Netgear FS	Switch
Squallcum Mountain		
QTY	PART NUMBER	DESCRIPTION
4	Kenwood NXR-900	800mHz Repeater
4	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
4	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Avait Microwave	Hop to Lookout
1	Netgear FS	Switch
Devils Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Mount Constitution		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply

3	Millicom	Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Sumas Mountain		
QTY	PART NUMBER	DESCRIPTION
3	Kenwood NXR-900	800mHz Repeater
3	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
3	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
	Related combiners, cavities and antenna	
Baldl Mountain		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
2	Kenwood KSGPG91800	Repeater Trunking Feature
1	Samlex SEC-100-BRM	100A Power Supply
2	Kenwood KSGPA24181	75w Power Amplifier
1	ICT 180S-12IRC	Power Distribution Panel
1	Netgear FS	Switch
Spares		
QTY	PART NUMBER	DESCRIPTION
2	Kenwood NXR-900	800mHz Repeater
6	Millicom	Power Amplifier
4	RF Technology	Power Amplifier
MISC		
QTY	PART NUMBER	DESCRIPTION
1	Gen2 System Upgrade	
1	KSGCP20000 Server	
1	KPG-1000SY System Software	Dell server & software
1	KPG-1002GW IP Gateway Software	Dell server & software