



# Naperville

## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Recommend Award of Sole Source Procurement 14-098, Harris Radio System Maintenance Agreement

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**TYPE OF VOTE:** Simple Majority

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**ACTION REQUESTED:**

Recommend the Award of Sole Source Procurement 14-098, Harris Radio System Maintenance Agreement with Harris Corporation-RFCD, for an amount not to exceed \$2,235,052.27 for years 4 through 9 (11/16/13 through 4/30/19).

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**BOARD/COMMISSION REVIEW:**

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**COUNCIL ACTION PREVIOUSLY TAKEN:**

Date	Item No.	Action
10/21/08	K 1	Original Award

**DEPARTMENT:** Police Department  
Procurement Services Team

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**SUBMITTED BY:** Michael Bevis, Chief Procurement Officer

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**FISCAL IMPACT:**

Budgeted Account: 010-2170-425.40-35

Budgeted Amount: \$278,196 FY13/14\*

\*\$170,908.42 will be used from the current fiscal year budget for current maintenance from 11/16/13 through 4/30/14. Staff will budget accordingly for this maintenance agreement for future years.

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**BACKGROUND:**

In October 2008, The City of Naperville awarded a contract for a new city wide voice radio system to Harris Corporation. The system was accepted in November 2010 at which time a three year prepaid maintenance contract went into effect, expiring 11/15/13.

**DISCUSSION:**

The interoperable voice/data radio system provides state of the art public safety communications on a federal, state and regional basis. The Harris Radio System infrastructure, subscriber equipment, hardware and software components are proprietary technology requiring maintenance by Harris Corporation. This includes all fixed site equipment, repeater stations, microwave equipment, consoles, control stations, other hardware, software, 352 mobile radios and 784 portable radios. The contract includes 24/7/365 monitoring and dispatching by Harris.

Staff requested a pro-rated maintenance contract for the period that covers 11/16/2013 until 04/30/2014 for the remainder of FY13-14 services. Harris Corporation complied and included the annual maintenance agreement rates for all of the current equipment for years four through nine. At this time, we are asking for City Council approval for the guaranteed maintenance rates for years four through nine. All future maintenance agreements will run concurrently with the fiscal year for budgeting purposes.

The original award estimated the annual maintenance cost for year four at \$376,033. (The annualized cost of proposed year four is \$372,890). Staff will budget accordingly for this maintenance agreement for the specified fiscal years. If any additional equipment is purchased and added to the maintenance agreement, staff will come back to City Council to request a change order. The maintenance rates are listed below:

Annual Rates	Start	End	Amount Billed at Start of Service
Year 4 Adjusted	11/16/13	04/30/14	\$170,908.42
Year 5 Billed Start	05/01/14	04/30/15	\$382,866.68
Year 6 Billed Start	05/01/15	04/30/16	\$398,698.17
Year 7 Billed Start	05/01/16	04/30/17	\$410,872.31
Year 8 Billed Start	05/01/17	04/30/18	\$427,307.20
Year 9 Billed Start	05/01/18	04/30/19	\$444,399.49

**RECOMMENDATION:**

Recommend the Award of Sole Source Procurement 14-098, Harris Radio System Maintenance Agreement with Harris Corporation-RFCD, for an amount not to exceed \$2,235,052.27 for years 4 through 9 (11/16/13 through 4/30/19).

**ATTACHMENTS:**

1. Original Award



# Naperville

CITY COUNCIL

10-21-08

AGENDA ITEM K1

## CITY COUNCIL AGENDA ITEM

**SUBJECT:** Recommend Award of RFP 08-015, Interoperable Voice/Data Radio System

**TYPE OF VOTE:** Simple Majority

**ACTION REQUESTED:**

Approve the award of RFP 08-015, Interoperable Voice/Data Radio System, to Tyco Electronics, for an amount \$10,098,414 plus a 5% contingency

**BOARD/COMMISSION REVIEW:**

N/A

**COUNCIL ACTION PREVIOUSLY TAKEN:**

Date of Action	Item No.	Action
11/6/2006	H12	Adopted Resolution 06-081 for a shared communications system and authorized the NICC agencies to release a joint Request For Proposal (Attachment D)

**DEPARTMENT:** Information Technology, Police and Fire

**SUBMITTED BY:** Michael Bevis, Chief Procurement Officer

**FISCAL IMPACT:**

**Amount of Award** \$10,098,414 (Purchase)

**Contingency:** 5%

**Maintenance:** \$376,033 (Maintenance per year starting in 2013 estimated)

This contract was budgeted in the CIP at \$1,500,000 over the next 15 years, this recommended award is substantially below the previously approved budget Financing and cost savings are discussed in more detail below

**BACKGROUND:**

The purpose of this recommendation is for the City Council to award the procurement of a new interoperable voice/data radio system The current, nearly 20 year old, system is both antiquated and lacks interoperability capabilities with surrounding agencies Additionally, there are

significant coverage issues, as a result front line public safety officials lose the ability to communicate with both dispatchers and other service providers from many locations within Naperville. Finally, it is increasingly difficult to locate repair parts for the system, because they are no longer manufactured, recently repair parts had to be bought on *eBay*. The current system is beyond its useful life and there is an immediate need to move forward with this procurement, in order to provide a highly reliable tool for the city's front line emergency response personnel.

This contract award recommendation is the result of a unique intergovernmental effort that has resulted in a recommended system and program that will save all involved agencies millions of dollars and provide state of the art public safety communications interoperability on a regional basis. On November 6, 2006 the Naperville City Council adopted Resolution 06-081 authorizing the execution of the Intergovernmental Agreement among the agencies making up the Northeast Illinois Communications Consortium (NICC) for jointly engaging in the Request for Proposals (RFP) process to acquire an interoperable and shared communication system. The agencies making up the NICC include Aurora, Elgin, Grundy County, Naperville (including the Naperville Park District), Northwest Central Dispatch and Will County (including Plainfield).

On June 1, 2007 the specifications for the Regional Interoperable Radio system were released in accordance with the Naperville Procurement Code, as agreed to by the agencies that entered into the Intergovernmental Agreement. On September 12, 2007 responses were received from 3 proponents.

#### **NOTIFICATION AND RESPONSE:**

Notices Sent. 558

Planholders 54

Proposals Received 3

Proposals were received from Motorola, Schaumburg, IL  
Tait Radio Communications, Houston, TX  
Tyco Electronics (M/A-COM), Lynchburg, VA

#### **EVALUATION PROCESS:**

The NICC agencies created a Technical Review Committee comprised of members from each agency. The Technical Review Committee made all scores based on a consensus of the members present at the different evaluation scoring meetings. Agencies did not score each proposal separately. The committee generated a score for each submitted proposal based on the following criteria:

<b>Evaluation Criteria</b>	<b>Percentage</b>
<b>Proposal Content:</b> All deliverables, and other supported documentation are included	10%
<b>Methodology/Timeline:</b> The methodology timeline and Also included was the project plan that detailed milestone dates, target delivery schedules and project completion and responsibilities	15%
<b>Prior Experience and References:</b>	20%
<b>Response To Desired Features And Functions:</b> The proposal submitter provided a response to the specific features, functions and details requested by the City. There were 43 items in this category.	55%

This intergovernmental effort included a complex and objective year long evaluation process that required full participation of all members. See Attachment "B" for a more detailed breakdown of the evaluation process. The resulting evaluation scores are as follows:

**Evaluation Score:**

Tyco Electronics	56.67
Motorola	49.93
Tait Communications	33.60

Following the evaluation, pricing was sought from each proposer. The pricing received was as follows (detailed pricing is provided in Attachment A)

Cost Component	Tyco	Motorola	Tait
Project Total	\$10,348,414	\$16,197,187	\$15,828,217
Additional Discount (award date driven)	-\$250,000	-\$2,229,890	\$0
Total Cost of System	\$10,098,414	\$13,967,297	\$15,828,217
Project Contingency (5%)	\$ 504,921	\$698,365	\$791,411
Total Cost of System W/Contingency	\$10,603,335	\$14,665,662	\$16,619,628
Annual Maintenance – Beginning Year 4	\$376,033	\$791,446	\$525,719

In accordance with the agreed and advertised process each firm's proposed cost was divided by the firm's qualifications score to arrive at an "adjusted cost." The firm with the lowest adjusted cost is recommended for award.

Vendor	Cost		Evaluation Score	Adjusted Cost
<i>Tyco Electronics (M/A-Com)</i>	<i>\$10,348,414</i>	<i>/</i>	<i>0.5667</i>	<i>\$18,260,833</i>
Motorola	\$16,197,187	/	0.4993	\$32,439,789
Tait Communications	\$15,828,217	/	0.3360	\$47,107,946

The system being proposed by Tyco Electronics had the lowest adjusted cost. It had the highest technical score, is being offered at the lowest initial purchase price and has the lowest annual maintenance cost. This system represents both the lowest cost and the best value for the City of Naperville.

**DISCUSSION:**

This recommendation is the result of an inter-governmental effort that has resulted in staff recommending the best product (highest qualitative score) at the best and lowest price. The NICC Technical Review Committee has spent a considerable amount of time evaluating the technologies proposed by the different proposal submitters. The technology proposed by Tyco Electronics (M/A-Com) scored higher in the technical review than Motorola and Tait Communications. In addition, the annual maintenance of the system being proposed by Tyco Electronics is the lowest after the initial three year warranty expires, up to the year 2020.

Naperville and Aurora are the first two agencies in the NICC group that were identified to procure the new system. At this time, Naperville and Aurora continue to work together and both communities are pursuing the procurement of the system proposed by Tyco Electronics. The

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other agencies in NICC are evaluating their options as provided in the Intergovernmental Agreement approved by the Agencies dated December 19, 2006.

No matter which vendor is chosen by the different agencies, the NICC agencies have committed to maintaining interoperability to the maximum degree possible with each other. Staff will be bringing an updated Intergovernmental Agreement between the NICC agencies for Council's consideration at a future date.

Staff has also realized that combining the agencies procurement process has allowed the agencies to evaluate the different technologies and obtain pricing that is very competitive. In addition, the RFP stipulated that the vendors would have to guarantee their pricing for a period of four years, allowing other agencies who may elect to purchase equipment under this procurement the same pricing Naperville and Aurora are receiving. This would be true for all vendors who submitted proposals.

### **THE NEED FOR AWARD AND COST SAVINGS:**

The cities of Naperville and Aurora are in a unique position to obtain the best product at the lowest cost, by doing so we have the opportunity to improve communication capabilities for first responders ultimately allowing them to better serve our communities. This solicitation and the unique level depth and breadth of intergovernmental cooperation that it represents has resulted in the ability to take advantage of a competitive market, grant funding from other agencies and significantly improved market power. Specifically, in addition to the improved safety of our citizens, the following savings can be obtained by acting to award this contract now:

<i><u>Savings associated with buying now</u></i>	<i><u>Amount</u></i>
Early Commitment Savings	250,000
Aurora/Naperville State Grant (total value \$200,000)	100,000
Public Safety Interoperability Communications Grant (\$600,000 to NICC, at least \$100,000 of award expected to be Naperville's share; this grant also awarded but subject to 2010 spending deadlines)*	100,000
Total	<u>\$450,000</u>

\*other grant monies may become available if awarded agencies cannot spend their funding by the deadline

As a result of the combined procurement process, Naperville and Aurora along with other agencies have achieved some significant cost savings. In the past each agency would have a backup master switch that would maintain system communications should the primary system fail. With the proposed technology, Naperville will back up Aurora and visa-versa eliminating the need for each agency to have a backup switch, resulting in a savings of nearly \$500,000 per agency. With regards to portable and mobile radios, the volume discount received because of the agencies working together amounts to nearly \$400 per unit. For Naperville, this translates to a savings of nearly \$440,000. Instead of each agency purchasing on-site spare parts, that cost nearly \$300,000, we will be sharing a set of spare parts saving each agency about \$150,000. There are many additional cost savings that have been realized by each agency. Staff will be continuing to investigate other options for the future that can further reduce annual costs once the systems are operational. These savings are summarized in the following chart:

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<u>Total Saving from this project</u>	<u>Amount</u>
Award Based Savings (from above)	450,000
Switch Savings	500,000
Portable Radio Savings	440,000
Spare Parts Savings	150,000
Financing Savings (discussed below)	1,050,000
<b>TOTAL</b>	<b>\$2,590,000</b>

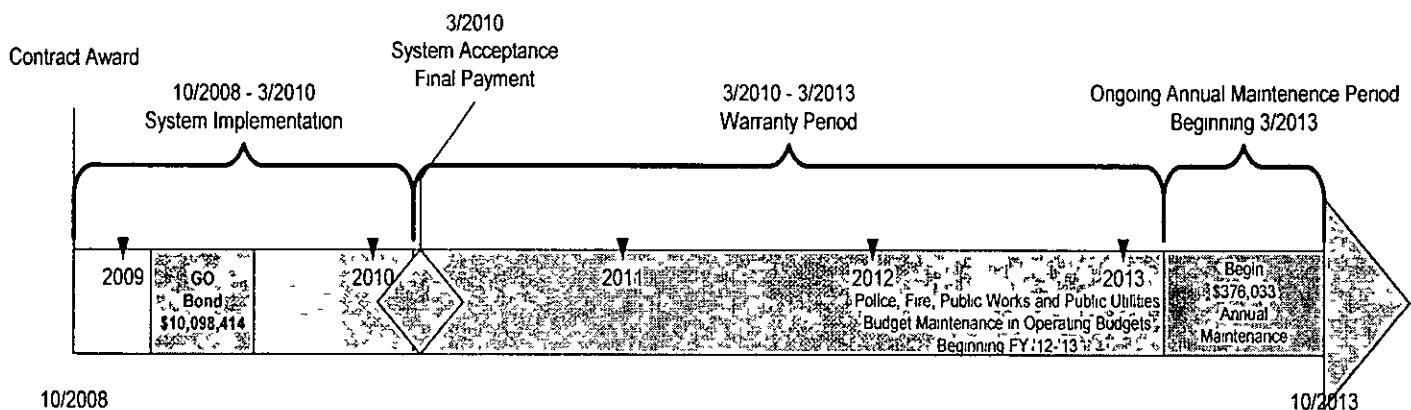
### **FINANCING THE SYSTEM:**

In September of 2004, at a Council Workshop, staff recommended as an option, the City Council leasing the new system over a period of 15 years instead of bonding for the estimated 20 million dollars for the new system. Based on borrowing 10.5 million, the annual payment, in arrears, with a 4.69% fixed interest rate would be \$1,339,403.

After further evaluation from Finance, staff no longer recommends this approach to paying for the system. With the recent changes in economic conditions, finance has recalculated the lease versus direct purchase option. Outright purchasing the system with bond funds will save the city an estimated \$70,000 per year which amounts to \$1,050,000 over the 15 year period. Staff recommends the issuance of General Obligation Bonds in early calendar year 2009 to fund this purchase.

### **SYSTEM IMPLEMENTATION AND FUNDING TIMELINE:**

As described below, staff recommends that this project be funded through the issuance of General Obligation Bonds in early calendar year 2009 for the installation costs and that ongoing maintenance (beginning in 2013 at the end of the warranty period) be funded through the operating budgets of the appropriate departments. The following timeline depicts the ongoing implementation, warranty and maintenance periods above the line, the fiscal programming inside the line.



### **INTEROPERABILITY WITH FEDERAL STATE AND LOCAL AGENCIES:**

The NICC technical review committee has verified that the system proposed by Tyco Electronics will be interoperable with the State of Illinois StarCom21 system and other local agencies such as DuPage County. The system being procured by Naperville and Aurora contains all of the necessary components on our side to achieve the interoperability defined above. See Attachment "C" for a more information about interoperability.

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**PROJECT CONTINGENCY:**

The implementation of this system will be quite complicated. One result will be the ability of providing public safety communication capacity inside every building in Naperville (an "in-building" system). Staff has asked the vendor to design the system so we have in-building system coverage guaranteeing front line users will be able to communicate with each other, even in our most heavily construction-rated buildings. There may be some buildings where the coverage prediction model indicates there will be coverage, however that cannot be verified until the system is actually installed. Some of these buildings include Edward Hospital, Lucent Technology and other heavy buildings along the Illinois Tollway corridor.

The pricing and scope of this project are accurate and complete, however, with a project of this size unexpected needs can and do arise. Staff wants to ensure that if during implementation, unexpected circumstances, changed conditions, or the need to increase system coverage should occur the funds are available to handle it. Any use of the contingency funds would be with all City requirements for the use of contingencies. For these reasons staff recommends a 5% contingency.

**RECOMMENDATION:**

Based on the information detailed in this report, Staff recommends that the City Council approve the award of RFP 08-015, Interoperable Voice/Data Radio System, to Tyco Electronics, for an amount of \$10,098,414 plus a 5% contingency.

**ATTACHMENTS:**

- |                |   |   |
|----------------|---|---|
| Attachment "A" | - | Total Cost of System                            |
| Attachment "B" | - | Evaluation Process                              |
| Attachment "C" | - | Interoperability with other Jurisdictions       |
| Attachment "D" | - | Intergovernmental Agreement – December 19, 2006 |
| Attachment "E" | - | Capital Improvement Program Budget LR036        |



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AGENDA ITEM: **X/ 6**ATTACHMENT "A" – Total Cost of System

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Item	Description		Tyco	Motorola	Tait
1	Portable Radios (784)		\$4,332,384	\$4,616,506	\$3,969,235
2	Mobile Radios (352)		\$1,938,394	\$2,340,096	\$2,079,898
3	Gateways and Interfaces		\$160,073	\$272,675	\$117,400
4	Transmit Site Equipment/Work - 5 sites		\$1,800,514	\$3,120,352	\$4,092,521
5	Master Switch/Interfaces		\$949,769	\$1,245,596	\$963,754
6	Dispatch Consoles		\$1,568,030	\$1,153,040	\$1,412,504
7	System Maintenance (3 Years)		\$368,083	\$1,947,764	\$1,070,472
8	System Training		\$133,405	\$151,646	\$54,000
9	Project Management, Installation and staging		\$1,026,465	\$1,045,410	\$267,350
10	Key Loader (Encryption)		\$1,883	\$6,669	\$7,263
	Base Total - Before Discount		\$12,279,000	\$15,899,754	\$14,034,397
	Initial Discount		-\$4,052,070	-\$2,458,074	-\$1,512,283
	Base Cost With Initial Discount		\$8,226,930	\$13,441,680	\$12,522,114
A1	Performance Bond		\$45,248	\$67,844	\$375,223
A2	APCO Upgrade		\$289,800	\$1,392,342	\$1,848,780
A3	Additional items, interfaces, StarCom21, spare parts		\$1,786,436	\$1,295,321	\$1,082,100
	Project Total With Additional Items		\$10,348,414	\$16,197,187	\$15,828,217
	Additional Discount		-\$250,000	-\$2,229,890	\$0
	Total Cost of System		\$10,098,414	\$13,967,297	\$15,828,217
	Project Contingency (10%)		\$504,921	\$698,365	\$791,411
	Total Cost with Contingency		\$10,603,335	\$14,665,662	\$16,619,628

Annual Maintenance Beginning With Year 4

Vendor	Annual Cost	Annual Increase
Tyco Electronics	\$ 376,033	CPI or 4% Max
Motorola	\$ 791,496	CPI
Tait Communications	\$ 525,719	8%

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## ATTACHMENT "B" – Evaluation Process

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### Step 1: Initial Review:

The initial review evaluated all submissions for conformance to stated guidelines. The purpose of the initial review was to eliminate any proposal that deviated substantially from the basic intent of the RFP specifications. No proposals were eliminated

### Step 2: Technical Evaluation of Proposal

The NICC Technical Review Committee evaluated and compared proposals received. The NICC Technical Review Committee also developed a list of questions about the proposals received that were used in the proposal submitter interview step.

The Technical Review Committee made all scores based on a consensus of the members present at the different evaluation scoring meetings. Agencies did not score each proposal separately. The committee generated a score for each submitted proposal based on the following criteria:

Item	Percentage
<b>Proposal Content:</b> All deliverables, and other supported documentation are included, and the evaluation of the content by the NICC Technical Review Committee, excluding the cost.	10%
<b>Methodology/Timeline:</b> The methodology is included, and the evaluation of the methodology by the NICC Technical Review Committee. The timeline is included, and the starting and ending dates, resources, and time duration are appropriate as determined by the NICC Technical Review Committee. The proposal submitter also provided a project plan that details milestone dates, target delivery schedules and project completion and responsibilities.	15%
<b>Prior Experience and References:</b> Appropriate references are included, and the evaluation and appropriateness of the references by the NICC Technical Review Committee.	20%
<b>Response To Desired Features And Functions:</b> The proposal submitter provided a response to the specific features, functions and details requested by the City. There were 43 items in this category.	55%

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ATTACHMENT "B" – Evaluation Process

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**Hardware Evaluation Criteria**

The NICC Technical Review Committee reviewed the submitted equipment and technical documentation from the following perspectives related to the features and functions:

- a Expandability
- b Hardware architecture/modularity
- c Availability of parts and equipment
- d Encryption
- e Service life
- f Diagnostic capability including the ability to self diagnose and report problems from all user sites
- g System monitoring and reporting capabilities, including real-time system analysis such as system busies, PTT analysis, management alarms and channel usage etc.
- h Maintainability reliability
- i System operating environment (temperature/humidity tolerances)
- j Ease of use by non-technical staff
- k Operation and maintenance training requirements
- l Service and support capabilities in the region served by NICC
- m Warranties
- n Safety and security features
- o Maintenance information
- p Network architecture

**Software Evaluation Criteria**

The Technical Evaluation Committee reviewed the submitted software and technical documentation from the following perspectives related to the features and functions

- a Type of software being proposed Is it custom, package, or a combination.
- b Does the application use standard application features?
- c Does the application lack any significant features?
- d Does the proposal submitter offer the software required or is it supplied by a 3<sup>rd</sup> party vendor?
- e Can software changes be performed by in-house staff, or is it proprietary in nature?

The agencies established criteria that identify the importance factor for each detailed item in the specifications This factor was used in evaluating the hardware and software components detailed in the proposals that were received.

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ATTACHMENT "B" – Evaluation Process

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**Mandatory Requirement:** The NICC Technical Review Committee considered the function and/or features a mandatory component of the system or proposal response and had the highest value when evaluating proposals received

**High Priority:** The NICC Technical Review Committee considered the function and/or features very important component of the system or proposal response and had a higher value when evaluating proposals received.

**Medium Priority:** The NICC Technical Review Committee considered the function and/or features a somewhat important component of the system or proposal response and had a lower value when evaluating proposals received.

**Low Priority:** The NICC Technical Review Committee considered the function and/or features a lower level component of the system and had the lowest value when evaluating proposals received

**Step 3: Identify Proposal Submitters to Interview/Equipment Demonstration:**

The Technical Review Committee identified the top proposal submitters to interview and observed a demonstration of their proposed equipment.

**Step 4: Re-score Proposal Submitters After Interview/Equipment Demonstration:**

The Technical Review Committee had the opportunity to re-score submitted proposals after the interview and equipment demonstration. This process was completed in June, 2008.

**Step 5: Provide Cost Form to Proposal Submitters:**

The Technical Review Committee provided cost forms for proposal submitters to complete in July, 2008.

**Step 6: Proposal Submitters Cost Forms Returned:**

Proposal submitters returned their cost forms to the City on July 10, 2008.

**Step 7: Evaluation of Cost Proposals**

The Technical Review Committee evaluated the cost forms for accuracy and ensured all equipment was included. The Technical Committee's goal was to break down the cost proposals to make as close to possible, an apples-to-apples comparison.

**Step 8: Cost Evaluation of Proposal – Adjusted Cost:**

The "true" cost of the proposal is based on the Adjusted Cost. The Adjusted Cost represents the dollars Naperville would have to spend for the vendor to provide a

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ATTACHMENT "B" – Evaluation Process

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system that complied with 100% of the specification requirements. This number is calculated by dividing the cost of the system by the technical evaluation score.

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Recommend Award of RFP 08-015  
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ATTACHMENT "C" – Interoperability With Federal, State and Local Agencies

The NICC technical review committee committed to making sure any system purchased would be interoperable with the State of Illinois StarCom21 system and other local agencies such as DuPage County. NICC Interoperability with our system and others can be achieved through a variety of methods including:

1 Interoperability Gateways All that is needed is a control station from the DuPage County network or some source of audio from their proprietary network. The audio is then connected to a DVU card and Interoperability Gateway of Aurora/Naperville system. Talk groups can then be networked together to provide interoperability on demand between DuPage County and the Aurora/Naperville users, or for that matter any other users that are connected to the Aurora/Naperville interoperability network.

2. Mutual Aid This provides open protocol conventional channels to any user in the same frequency band. This way, with Mutual Aid repeaters provided in place by any agency, users can simply select the channel and talk with different users. In addition, the Mutual Aid channels can be networked into the Aurora/Naperville system to provide even more capability.

3 Standard Interfaces: The Aurora/Naperville system is capable of utilizing the network connection standard from the APCO Project 25, ISSI (Inter Sub System Interface) standard. The Project 25 ISSI standard is a non-proprietary interface that enables radio frequency subsystems built by different manufacturers to be connected together into wide area networks. The wide area network connections using the ISSI provide an extended coverage area for users that are roaming and outside of their own system coverage footprint. An ISSI connection is required from 'both sides' of the systems, in this case ISSI at the Aurora/Naperville switch and ISSI at DuPage County switch.

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(12)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE ILLINOIS CITIES AND AGENCIES  
MAKING UP THE NORTHEAST ILLINOIS  
COMMUNICATIONS CONSORTIUM (NICC) FOR AN INTEROPERABLE  
AND SHARED COMMUNICATIONS SYSTEM**

THIS AGREEMENT is entered into this 19<sup>th</sup> day of DECEMBER, 2006,  
between the Cities and Agencies making up the Northeast Illinois Communications  
Consortium (NICC) for jointly engaging in the Request for Proposal (RFP) process to  
acquire an interoperable and shared communication system.

**RECITALS**

**WHEREAS**, Aurora, Elgin, Grundy County Emergency Telephone System Board (GCETSB), Plainfield, Naperville, Northwest Central Dispatch System (NWCDS) and Will County, here-in referred either individually or collectively to as the Charter Agencies are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

**WHEREAS**, Aurora, Naperville and Plainfield previously entered into a Confidentiality and Non-Disclosure Agreement for the purpose of permitting the Charter Agencies to participate in discussions regarding each party's public safety communications systems, future interoperable communications system upgrades and performing a Request For Information (RFI) process to determine specific facts and details about current and future communication systems capabilities, while protecting the confidential and proprietary information disclosed by all involved parties; and

**WHEREAS**, GCETSB, Elgin, NWCDS and Will County requested to become involved in the RFI Process during the evaluation phase and therefore did not enter into the Confidentiality and Non-Disclosure Agreement; and

**WHEREAS**, the Charter Agencies have evaluated the proposals received and pre-qualified two vendors for the RFP; and

**WHEREAS**, the Charter Agencies are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 (1994) *et seq.*; and

**WHEREAS**, the purposes of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois include fostering cooperation

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between units of local government in planning and providing services to their constituents; and

**WHEREAS**, the respective Charter Agencies have determined it is in their mutual best interests to acquire and maintain interoperable communication systems for use by on-duty public safety officers and other governmental employees; and

**WHEREAS**, the respective Charter Agency representatives believe it is imperative to expand and enhance the interoperable shared nature of their respective communications systems; and

**WHEREAS**, the Charter Agencies have determined it is in their mutual best interests to acquire and maintain interoperable communication systems for use by on-duty Police, Fire, Emergency Management Agency, Emergency Medical Services, Public Works officers and all other employees of local government by seeking systems that will accomplish this objective; and

**WHEREAS**, the Charter Agencies have previously identified themselves as the Northeast Illinois Communications Consortium (NICC) for identification purposes; and

**WHEREAS**, the Charter Agencies have determined it is in their mutual best interests to include other surrounding agencies in this endeavor and allow for the expansion of the NICC to include Associate Agencies to further develop interoperable communication systems for use by on-duty Police, Fire, Emergency Management Agency, Emergency Medical Services, Public Works officers and all other employees of local government by seeking systems that will accomplish this objective.

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, the Charter Agencies agree as follows:

**1. RECITALS INCORPORATED**

- 1.1. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

**2. RECOGNITION OF NICC**

- 2.1 The Charter Agencies named herein and other agencies that elect to become part of NICC do hereby agree to become members of and support NICC for the purposes set forth in this Agreement. Notwithstanding the foregoing, no Charter Agency shall be subject to a financial commitment for the purposes set forth in this Agreement, except as provided in paragraph 3.5 below. Membership in the NICC is voluntary and may, at the sole discretion of the respective Charter Agency, terminate at any time.



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2.2 All Charter Agencies agree that NICC shall be the primary organization acting on behalf of the Charter Agencies in order to process necessary documentation for the Request for Proposal (RFP) process for the future procurement of an interoperable communications system.

2.3 The Charter Agencies shall develop an organizational structure and business plan for NICC which shall be brought forward for approval by the governing boards of the Charter Agency.

3. **SCOPE OF REQUEST FOR PROPOSAL (RFP) PROJECT**

3.1. The Charter Agencies agree to release a Request for Proposal (RFP) document that identifies the specifications for an interoperable communications system.

3.2. The Charter Agencies agree that the City of Naperville Purchasing Division will coordinate the RFP process, with the understanding that the City of Naperville will follow all mandated State of Illinois procurement requirements.

3.3. The Charter Agencies agree that the City of Naperville will not serve as the Agency responsible for the actual purchase of any equipment or services that could result out of the RFP process.

3.4. The Charter Agencies agree that the actual purchase of any equipment or services will be coordinated by each respective Agency.

3.5. The Charter Agencies agree that they will not be subject to any financial commitment for the procurement of an interoperable communications system until such time as the proposals have been received, evaluated and approved by each respective Charter Agency. Approval of any proposal is at the sole discretion of each respective Charter Agency. Should a Charter Agency, in its sole discretion, not approve any proposal that Charter Agency shall not be subject to any financial commitment for any purpose contemplated by this agreement.

3.6. The Charter Agencies agree that they will be responsible for the procurement of equipment related to their organization, which will not require authorization from the other Charter Agencies.

3.7. In order to receive the best-cost estimates, the Charter Agencies shall identify the anticipated dates they would be able to procure their appropriate interoperable communications system equipment.

4. **THE CHARTER AGENCIES MUTUAL RESPONSIBILITIES**

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- 4.1. **Confidential and Proprietary Information.** "Confidential and Proprietary Information" means the specifications and related documentation for Aurora, Elgin, Grundy County Emergency Telephone System Board (GCETSB), Plainfield, Naperville, Northwest Central Dispatch System (NWCDS) and Will County radio systems; plans for current and future upgrades; product strategies; detailed information about or related to system functions; functional specifications; and other confidential and proprietary information made available by Aurora, Elgin, Grundy County Emergency Telephone System Board (GCETSB), Plainfield, Naperville, Northwest Central Dispatch System (NWCDS) and Will County to each other and which each party knows or should have reason to know is confidential and proprietary. Each party's Confidential and Proprietary Information includes the above information however it may be provided or stored, whether on paper, electronically, or other form.
- 4.2. **Use of the Confidential and Proprietary Information.** Each party shall use the other's Confidential and Proprietary Information solely for the purposes of evaluating and providing recommendations with regard to each party's public safety radio systems.
- 4.3. **Confidential Nature of the Confidential and Proprietary Information.** Each party agrees to safeguard the other's Confidential and Proprietary Information and to prevent its unauthorized use or disclosure to any other person or entity. No other person or entity is allowed access to said information, unless otherwise provided by law. Each party shall advise its employees and agents having access to the other's Confidential and Proprietary Information of the confidential and proprietary nature thereof.
- 4.4. **Non-Disclosure.** The parties shall disclose or give access to the Confidential and Proprietary Information only to such of the parties' employees having a need-to-know in connection with use of the parties' Confidential and Proprietary Information for the purposes contemplated herein. The parties shall advise their Personnel having access to the Confidential and Proprietary Information of the confidential and proprietary nature thereof.
- 4.5. **Return of the Confidential and Proprietary Information.** The parties shall, upon termination of this Agreement for any reason, or upon demand by the other party, return all copies of the Confidential and Proprietary Information in the parties possession or under the party's control to the party entitled to such proprietary information, or if requested by the other party, the party will destroy all copies of the

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Confidential and Proprietary Information in the parties possession and to certify such destruction to the other party in writing.

- 4.6. **Injunctive Relief.** The parties acknowledges that the use or disclosure of the Confidential and Proprietary Information in a manner inconsistent with this Agreement or by a parties employees or anyone who obtains the Confidential and Proprietary Information from or through the party's employees will cause irreparable harm and that an action for damages will not be a sufficient remedy, therefore each party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure of any of the Confidential and Proprietary Information as the parties hereto waive all other remedies available at law or equity without having to post a bond.
- 4.7. **Unauthorized Use.** Each party shall promptly advise the other party in writing if a party learns of any unauthorized use or disclosure of the Confidential and Proprietary Information, and shall immediately take all steps within that party's reasonable control to stop any unauthorized use by or disclosure of the Confidential and Proprietary Information by a party's employees or former employees or any third party.
- 4.8. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 4.9. **Survival.** The obligations set forth herein shall survive termination of this Agreement and any attempted assignment hereof.
- 4.10. **Notices.** Any notice, request, demand, or other communication required or permitted hereunder will be given in writing, charges prepaid, to the party to be notified. All communications will be deemed given upon receipt. The addresses for the parties for the purpose of such communication are the addresses as set forth below on the signature page of this Agreement or such other address as the party receiving the notice has previously notified the other parties of, in writing.
- 4.11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements or understandings between the parties as to the subject matter hereof. No further modification of this instrument shall be effective unless in writing and signed by duly authorized representatives of each party hereto.
- 4.12. **Attorneys' Fees and Costs.** In the event any party hereto is required to bring suit to enforce any of the provisions of this Agreement by or through an attorney at law, then the party prevailing in such suit shall

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be entitled to recover all costs of such enforcement, including but not limited to, reasonable attorneys' fees incurred in bringing such suit, whether such fees and costs are incurred before trial, at trial or upon all appellate levels.

- 4.13. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted; provided, however, this provision shall not operate to materially alter the effect or intent of this Agreement.
- 4.14. **Headings.** The headings of the several divisions of this Agreement are for convenience only and shall not be construed to be a part of this Agreement.
- 4.15. **Assignment.** The Agreement and all rights and obligations hereunder may not be assigned or conveyed by any party.
- 4.16. **Binding Effect.** The undersigned representatives of the respective parties hereby bind themselves and their successors under this Agreement as of the dates of their respective signatures, or as of the date the Confidential and Proprietary Information is first disclosed, whichever is earlier.

## 5. TERMS OF THE AGREEMENT

- 5.1. This Agreement shall be executed for and on behalf of the Charter Agencies pursuant to appropriate Resolutions or Ordinances approved by their respective legislative bodies.
- 5.2. This Agreement shall be effective for a period of five (5) years after the date it is fully executed by all parties hereto as specified in paragraph 5.1 unless amended through legislation.
- 5.3. This Agreement may be amended or modified at any time only by written instrument signed by the Charter Agencies and approved by their respective legislative bodies.

## 6. ENTIRE AGREEMENT

- 6.1. This Agreement represents the entire agreement between the Charter Agencies and supersedes all prior negotiations, representations or agreements, either written or oral, relative to the Shared Communications System.

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The parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

CITY OF AURORA

Signature

Thomas J. Weisner 12-19-06  
 Print Name & Title Date

CITY OF ELGIN

Signature

Edward Schoch, Mayor  
 Print Name & Title Date

GCETSB

Signature

Tony M. Marletti  
 Print Name & Title Date 9-25-06

CITY OF NAPERVILLE

Signature

A. George Pradel  
 Print Name & Title Date  
 MAYOR 12-05-06

NWCDS

Signature

Matthew Zimmerman Board Chairman  
 Print Name & Title Date 09-21-06

VILLAGE OF PLAINFIELD

Signature

James A. Waldorf 10/20/06  
 Print Name & Title Date  
 Village President

WILL COUNTY

Signature

See Attached Resolution 06-394

Print Name & Title Date

## RESOLUTION NO. 06 – 081

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE ILLINOIS CITIES AND AGENCIES MAKING UP  
THE NORTHEAST ILLINOIS COMMUNICATIONS CONSORTIUM (NICC)  
FOR AN INTEROPERABLE AND SHARED COMMUNICATIONS SYSTEM**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority as follows:

**SECTION 1:** The Intergovernmental Agreement between the Illinois Cities and Agencies Making Up the Northeast Illinois Communications Consortium (NICC) for an Interoperable and Shared Communications System, attached to this Resolution as Exhibit A, is hereby approved

**SECTION 2:** The Mayor and City Clerk are hereby directed to execute the attached agreement on behalf of the City of Naperville

**SECTION 3:** This Resolution shall be in full force and effect upon its passage and approval

ADOPTED this 6<sup>th</sup> day of November, 2006

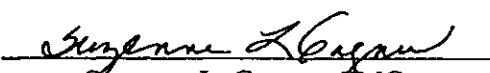
AYES           SENGER, WEHRLI, PRADEL, BOYAJIAN, ELLINGSON,  
                  FURSTENAU, KRAUSE, MILLER ROSANOVA

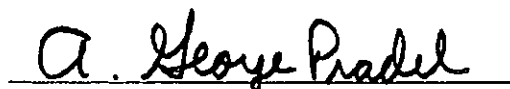
NAYS          NONE

ABSENT       NONE

APPROVED this 7<sup>th</sup> day of November, 2006

ATTEST

  
Suzanne L. Gagner, OMC  
City Clerk

  
A. George Pradel  
Mayor

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AGENDA ITEM: K1 (20)

Health, Aging & Education Committee  
Resolution #06-394RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS

**Authorizing the County Executive to Execute Intergovernmental Agreement  
Between the IL Cities and Agencies Making up the Northeast IL Communications  
Consortium for an Interoperable and Shared Communication System**

WHEREAS, for the past two years 9-1-1 has been participating with other area governmental agencies in a consortium to determine the equipment needs and cost of developing a regional public safety radio system. The charter agencies include Elgin, Naperville, Aurora, DuComm, DuPage Sheriff, Plainfield, and Will County 9-1-1. Several other municipal and county governments have also expressed an interest in joining the project, and

WHEREAS, the consortium has completed an extensive technical review of the components needed in the new radio system. Preliminary equipment and budget information has been gathered and developed. The consortium is preparing a RFP to formalize the process, determine actual costs, and make a vendor selection, and

WHEREAS, to continue this process the Chief Administrator of 9-1-1 has recommended that the County Executive be authorized to execute the attached Intergovernmental Agreement prepared to document the membership of the Northeast Illinois Communication Consortium and its intentions, which has no financial commitment, and

WHEREAS, the Health, Aging & Education Committee agrees with this request and recommends its approval by the full County Board.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute an Intergovernmental Agreement Between the IL Cities and Agencies Making up the Northeast IL Communications Consortium for an Interoperable and Shared Communications System with no financial commitment.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 21<sup>st</sup> day of September, 2006

Vote: YES 26 No 0 Pass 0 (SEAL)

*Nancy Schultz-Voots*  
Nancy Schultz-Voots  
Will County Clerk

Approved this 12 day of October, 2006

*Lawrence M. Walsh*  
Lawrence M. Walsh  
Will County Executive

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Project Number LR036 Project Title, Citywide Communications System Upgrade  
 Department Name Information Technology CIP Status Recurring  
 Category Code A  
 Criteria High Priority  
 Sector Various  
 WF Number (none)

**Project Purpose:**  
 Replace the City's 20 year old public safety radio system with a new nonproprietary system that is interoperable with surrounding agencies and communities. There are significant radio signal coverage issues that affect front line public safety responders. The current system is no longer supported by the manufacturer.

**Project Narrative**  
 During the FY06-07 capital improvement budget review, Council approved the staff recommendation to pay for the system via the use of a capital lease over a period of 15 years. Staff has worked with seven surrounding agencies and communities to determine the feasibility of implementing a regional interoperable system. On November 6, 2006 Council approved the intergovernmental agreement for jointly engaging in the Request for Proposal (RFP) process to acquire a new radio system. Seven agencies are currently involved with this project that make up the Northeast Illinois Communications Consortium (NICC). Staff is confident that significant savings can be achieved by sharing the radio infrastructure and volume discounts on equipment purchased. The Naperville portion of the system is expected to cost nearly 20 million dollars over 15 years.

**External Funding Sources Available**  
 State of Illinois grant through the NICC & settlement with Sprint/Nextel

#### Projected Timetable

A Request for Proposal was released in June 2007. Three proposals were received in September that are being evaluated. Award of a contract is expected in January 2008, with system implementation July 2009.

#### Impact on Operating Budget

System maintenance will be covered as part of the annual system payment which will reduce the operating budget by the amount of the contract maintenance.

#### Project Budget Impact Summary

	FY08-09	FY08-10	FY10-11	FY11-12	FY12-13	Total CIP
Impact Detail	0	0	(150,000)	(150,000)	(150,000)	(450,000)
Subtotal	0	0	(150,000)	(150,000)	(150,000)	(450,000)
	Prior Year(s) Expenditures					0
	Total Project Impact					(450,000)

#### Funding Source Summary

	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	Total Source
Funding Source	150,000	0	0	0	300,000	450,000
Water Utility	225,000	0	0	0	450,000	675,000
Electric Utility	0	1,500,000	1,500,000	1,500,001	0	4,500,001
Private Contributions	375,000	0	0	0	750,000	1,125,000
Unfunded Capital	750,000	1,500,000	1,500,000	1,500,001	1,500,000	6,750,001
Subtotal	1,500,000	1,500,000	1,500,000	1,500,001	1,500,000	6,750,001
	Prior Year(s) Expenditures					500,000
	Total All Sources					7,250,001

#### Project Cost Summary

Expense Category	Prior Year(s) Expenditures	FY07-08 Budget	FY07-08 Estimate	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13	Total CIP
Consultant	0	15,000	0	0	0	0	0	0	0
Equip. & Furnishing	0	1,485,000	500,000	750,000	1,500,000	1,500,000	1,500,001	1,500,000	6,750,001
Subtotal	0	1,500,000	500,000	750,000	1,500,000	1,500,000	1,500,001	1,500,000	6,750,001
	Prior Year(s) Expenditures								500,000
	Total Project Cost								7,250,001

