

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this 15th day of September, 2015, by and between the COUNTY OF MARIN, hereinafter referred to as "County", on behalf of Marin Emergency Radio Authority (MERA) and Federal Engineering, Inc., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: wireless communications consulting; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$355,456.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on September 15, 2015, and shall terminate on September 15, 2016. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County and MERA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin, on behalf of MERA, as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin, on behalf of MERA.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California, MERA, or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, MERA, and their employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Craig Tackaberry
Department of Public Works
PO Box 4186
 Dept./Location: San Rafael, CA 94913-4186
 Telephone No.: 415-473-6582

Notices shall be given to Contractor at the following address:

Contractor: Rajit Jhaver, Federal Engineering, Inc.
10600 Arrowhead Drive
 Address: Fairfax, VA 22030
 Telephone No.: 703-359-8200

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

| | | |
|--------------------------|---|--|
| <u>EXHIBIT A.</u> | <input checked="" type="checkbox"/> Scope of Services | |
| <u>EXHIBIT B.</u> | <input checked="" type="checkbox"/> Fees and Payment | |
| <u>EXHIBIT C.</u> | <input type="checkbox"/> Insurance Reduction/Waiver | |
| <u>EXHIBIT D.</u> | <input checked="" type="checkbox"/> Contractor's Debarment Certification | |
| <u>EXHIBIT E.</u> | <input type="checkbox"/> Subcontractor's Debarment Certification | |

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 COUNTY OF MARIN:**

By: _____

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)



"Unleashing the Power of Technology"

Federal
Engineering®

Federal Engineering, Inc.

10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

STATEMENT OF WORK (SOW)
Issued: August 12, 2015

ATTACHMENT TO CONTRACT NAME
CONTRACT NO.: _____
Dated: _____

**PROJECT: MARIN COUNTY, CA-MERA
LAND MOBILE RADIO (LMR) NETWORK
PROCUREMENT SUPPORT**

EXHIBIT "A"
SCOPE OF SERVICES (required)

Phase 1—System Procurement

Task 1.1—Conduct Project Kickoff Meeting and Project Planning

Existing Documentation Review

Prior to the Project Kickoff Meeting, **FE** will request any additional system documentation not already made available from the County. We will review this information to update our understanding of the MERA project.

Project Kickoff Meeting and Requirements Review

FE will conduct a Project Kickoff Meeting with the County project manager and other officials identified by the County on a mutually agreed upon date following contract signing. This initial meeting will establish a common understanding of the project objectives, including those pertaining to the successful, on budget, and timely completion of the project, items best understood through a close working relationship between our respective management teams and staffs.

To ensure a mutual understanding of the County's radio system requirements, **FE** will construct a set of high level system requirements based on the original RFP, the subsequent system alternatives report, and the County's feasibility study. Mr. Neil Horden, our

**Project Kickoff Meeting
Agenda**

- Introductions
- Clarify roles
- Review project objectives and expectations
- Review key issues
- Review key milestones and schedule
- Review and clarify deliverables
- Outline site visit schedule
- Review status reporting methodologies
- Determine progress review meeting schedule
- Resolve immediate issues
- Build relationships

proposed technical lead for the County’s project, is presently a member of Project 25 Technology Interest Group (PTIG) executive board and has current, in-depth knowledge of P25 standards, their status, and their direction. He participates regularly on P25 Phase 2 standards committee meetings and roundtables. Mr. Horden will work with the County, as a member of the **FE** project team, to identify any areas of the P25 standard that have changed since the release of the original RFP, as well as provide specifications in the draft vendor RFP that stipulate that the vendor ensures compliance with P25 Phase 2 requirements.

FE will review the high-level requirements with the County during the kickoff meeting and subsequently create a Requirements Tracking Matrix (RTM) to use throughout ensuing tasks. An example of an existing **FE** format is provided in Exhibit 1. At a minimum, we assign each requirement a unique identifier and classification, provide a brief requirement description and track the requirement through design, implementation and testing.

| <i>Requirement ID</i> | <i>Requirement Classification</i> | <i>Requirement Description</i> | <i>Architecture/ Design Document</i> | <i>System Component(s)</i> | <i>Test Case</i> | <i>Verification</i> | <i>Additional Comments</i> |
|-----------------------|-----------------------------------|--------------------------------|--------------------------------------|----------------------------|----------------------|---------------------|--------------------------------------|
| <i>ER 1.0</i> | <i>Equipment Requirement</i> | <i>Mobile installation</i> | <i>Design V2.6</i> | <i>Mobiles</i> | <i>1.3, 1.8, 2.6</i> | <i>Passed</i> | <i>Issues resolved in Vehicle #2</i> |

Exhibit 1—Sample Requirements Tracking Matrix Format

This matrix will facilitate RFP refresh activities, vendor proposal evaluation, and monitoring the radio system vendor’s consultants, partners, and subcontractors for compliance to each requirement during implementation. During each phase of implementation (detailed design through acceptance testing), **FE** will track deliverables against the RTM, checking to make sure each requirement is met. If a requirement is not met, the deliverable owner will be responsible for either correcting the deliverable or requesting a change be made to the requirement, if appropriate. The RTM will also track testing results against the requirements.

Task 1.1 Deliverable

FE will provide a high level system requirement summary document for review.

Task 1.2—Develop Communications Plan

Federal Engineering recognizes that the County’s project requires effective project management to secure quality, functional, economically feasible, interoperable, and operable mission critical radio communications. **FE’s** project management approach aligns closely with the Project Management Institute’s (PMI) methodologies documented in the *Project Management Body of Knowledge* (PMBOK). PMI methodologies are well-known and accepted across the industry. **FE’s** adherence to these methodologies facilitates timely deliverables that are within budget, and compliant with requirements.

FE applies continuous project management that supports the entire system lifecycle. We offer services from needs assessment and strategic planning through independent validation and verification of an installed system. Our project management team of Mr. Rajit Jhaver and Mr. Robert Simmons will work closely with the County to update requirements and specifications that reflect identified needs. We

recognize that these requirements and specifications should be complemented with effective design review, implementation oversight and component testing, system testing, and system testing support activities with validation of requirements throughout.

FE's project managers will continually coordinate activities with the County project manager, involve other stakeholders as needed, and serve as a primary resource to the County. They will focus on the County's needs, establishing a baseline project management process that centers on the discovery and minimization of risk, collaboration, open communications, and consensus building.

To facilitate program document distribution, maintain schedules, and delegate tasks, **FE** will make available **activeCollab**[®], our productivity enhancement tool for the mutual benefit of our clients and our professional staff. **activeCollab**[®] is a Web-enabled program management tool with a broad range of capabilities that provide a repository for program documents, and a rapid and efficient method for collecting information or transferring large files. We will determine the use of this tool with the County during the Project Kickoff Meeting.

Task 1.2 Deliverable

FE's project manager will develop status report templates and submit to the County's project manager for approval. The monthly written status reports will be provided to the County and MERA and will include one with the status of all project action items for use by the project team, and one with contracts entered into by the County, summary of all Project expenses to date, adherence to the Next Gen System Project budget approved by MERA, and on-time performance including milestone checks, and expected milestones during the upcoming reporting period. i.e., this is what we did, this is what we are doing, and these items are next. We will develop a Communications Plan which includes the approved status reports template as well as frequency of status reporting to the Next Generation System Oversight Committee and other entities and defined by the County during the project kickoff meeting. **FE** will report on information that is made available to us by the County, MERA, and/or the vendor.

The Communications Plan will include our intent for the following and evaluate opportunities to reduce costs by combining meetings:

- MERA Operational Issues Working Group (Ops) meeting attendance, preparation of written staff reports, and making presentations
- Next Generation System Project Oversight Committee (NGPOC) meeting attendance, preparation of written staff reports, and making presentations
- MERA Governing Board (GB), Executive Board (EB), and Finance Committee (FC) attendance, presentation of written staff reports, and making presentations
- Weekly teleconferences with the County and MERA staff
- Monthly (once per month) face-to-face meetings on-site (these will occur in place of that week's teleconference) to review deliverables and work products
- Monthly reports, meeting minutes, and project deliverables

Federal Engineering will submit the Communications Plan to the County, MERA staff, and the NGPOC for review and comment, update accordingly, and revise as needed as the project progresses. In addition, **FE** will develop a project schedule using Microsoft Project[™]; adjust the schedule as necessary to reflect the nature of the project as it evolves through deliverables, approval processes, and meeting schedules.

Task 1.3— Site Surveys

1.3.1 Site Surveys

During the original RFP preparation effort in 2010, FE gathered site survey information for the following locations which included accurate latitude and longitude and an assessment of the tower antenna locations.

| East Simulcast 11 Channels | West Simulcast 7 Channels | Intelli-repeater 3 sites |
|-------------------------------|------------------------------|---------------------------------|
| <i>Big Rock</i> | <i>Barnabe</i> | <i>Bay Hill Road—5 channels</i> |
| <i>Burdell</i> | <i>Mt. Tamalpais</i> | <i>Sonoma Mt. — 6 channels</i> |
| <i>Dollar Hill</i> | <i>Pt. Reyes</i> | <i>Stewart Point—5 channels</i> |
| <i>Forbes</i> | | |
| <i>Mill Valley City Hall</i> | | |
| <i>Mt. Tamalpais</i> | | |
| <i>Mt. Tiburon</i> | | |
| <i>San Pedro</i> | | |

FE will provide site inventories for seven sites that were identified as optional in the Feasibility Study referenced in the RFP. These surveys will be site summaries, not detailed, to determine site feasibility. The site inventory information will be added to the 2010 site survey list noted above. Five of these seven sites are greenfield and two are existing. Site surveys for the greenfield sites will be assessments to determine if the site can be used.

FE will update existing survey documentation using information gained during site surveys, documentation reviews, and the project initiation meeting.

Task 1.3.1 Deliverable

FE will add site inventory information, for seven sites that were identified as optional, to the 2010 site inventory list.

Task 1.3.2 FCC Frequency Review

FE will facilitate a one-day meeting to review and discuss the existing Region 6 frequency plan for Marin County, strategy for approval of the plan and licensing the frequencies in the Next Gen project Phase 2 and summarize in a memo.

Task 1.3.2 Deliverable

FE will provide a frequency review summary memo.

Task 1.4—Specification Writing and Request for Proposal

Task 1.4.1—Life Cycle Recommendations

Manufacturers also offer many different service and equipment upgrade packages, providing extended service packages up to and including full system hardware and software “refresh” (replacement) at some

contacted date. While these options are not inexpensive, they allow customers to effectively spread the eventual life cycle cost of a system over many years.

P25-compliant radio systems permit the use of subscriber equipment from any vendor that manufactures user radios that are P25-compliant. However, system manufacturers continue to offer features (e.g. over the air re-programming) that, while attractive, will only work for that one manufacturer's subscriber radios, effectively requiring the use of one brand of radio. As the County considers the purchase of new user radios, **FE** will identify system and user radio features that may limit the County's ability to safely deploy a multi-vendor subscriber fleet.

FE will work with County to identify options to define and mitigate the County's exposure to unexpected or unplanned for system and equipment upgrade costs. We will require the vendors to propose extended support and to include one or more "system refresh" periods in that planned for lifespan.

Task.1.4.1 Deliverable

FE will identify the recommendations in the *Lifecycle Recommendations Report* and submit the report to the County, MERA staff, Ops, and the NGPOC for review and comment. The *Lifecycle Recommendations Report* will be updated with comments, then **FE** will provide one presentation to the EB for approval, and will include these requirements in the RFP.

Task 1.4.2 Coverage and Spectrum Analysis

FE's coverage specialist, Mr. Adam Nelson, will prepare for and conduct an on-site interactive coverage workshop with the County to assess coverage for a set of radio sites. This hands-on session using **FE**Coverage™ allows County participants to immediately see the impacts of adding and/or deleting existing and greenfield sites, engaging the County early and often in the design process.

Task 1.4.2 Deliverable

FE will provide a workshop summary.

Task 1.4.3 Environmental Compliance and Land Use Entitlement Support

FE will assist the County with soliciting services for environmental and land use consultant support, and review CEQA and NEPA deliverables provided by the environmental consultant Solicitation services include support for the development of the environmental vendor RFP, proposal review, and evaluation.

Task 1.4.4—Prepare System RFP

FE will work closely with the County and MERA to update the existing RFP for the implementation of a new 700 MHz P25 Phase 2 radio system. This RFP will be based on the County-approved requirements for use in an RFP and captured in the Requirements Tracking Matrix.

These specifications will describe the radio system's functional and performance requirements in sufficient detail for vendors to submit consistent proposals, will be verifiable through future acceptance testing, and will stress the use of existing investments wherever possible.

The RFP will use the findings of the Lifecycle Recommendations report to require vendors to provide long term product roadmaps to identify if/where their proposed solutions present known obsolescence issues. The RFP will also include requirements for the vendors to provide system refresh plans and technical support services so that the County can achieve the length of service required for the system.

The County's 2013 Feasibility Study recommended that the Next Generation system RFP include an option for providing voice paging services for volunteer firefighters. **FE** will work with the County to identify

the available options to continue to provide this service, and will include specifications to provide voice paging services proposals for consideration.

We will provide the vendors with a list of candidate sites that are known to be available for use in their designs, but the detailed design of the system will be left to the radio system vendor to allow for innovative approaches and to assure that the vendor remains responsible for system performance in accordance with the specifications. These specifications will be the foundation for vendor proposal evaluation and as acceptance criteria.

Proposal Design is defined as the design developed by a vendor responding to the RFP that provides sufficient detail for evaluation. **FE** will work with the County to provide language in the RFP that requires the vendor to include as much detail as possible in this Proposal Design.

Proposal Design negotiation clarifications is defined as additional detail in response to questions on the Proposed Design prior to contract award. An updated detailed project budget completed under Task 1.4.4.2 for the project will be provided at this stage.

Preliminary Design is defined as the design delivered after contract award and represents an update to the proposal design.

Final Design is defined as the final detailed design with all components of the system including site selection confirmed.

FE's specifications are properly crafted to tightly define performance and at the same time encourage competition and innovation. **FE** typically includes the following in our specifications:

- System functional, protocol, and operational requirements
- Regulatory and standards compliance
- Leverage existing resources
- Infrastructure equipment
- Suggested site locations and development
- Site subsystems (power, HVAC, etc.)
- Site/shelter modifications
- Dispatch equipment
- Subscribers (mobiles, portables, pagers)
- Required coverage and capacity
- Spectrum usage and restrictions
- Interoperability
- Local, regional, state, and federal interoperability
- Required legacy and new interfaces
- Expandability to accommodate future growth
- Backhaul (microwave/fiber) connectivity
- Network management
- Network and physical security
- Migration and cutover/transition requirements, including continuity of operations
- System performance, system reliability, and redundancy
- System delivery and installation
- User (operational) and technical staff training requirements
- Overall project schedule and implementation plan
- Factory, interoperability, coverage, site, system, and acceptance test guidelines and

The County will receive specifications that are well-structured and consider issues and concerns such as interoperability, coverage, and capacity.

Task 1.4.4 Deliverables

Task 1.4.4.1 **FE** will develop a complete *Marin County Radio System RFP* incorporating the technical specifications, boilerplate terms and conditions, and other local purchasing requirements. We will submit the draft RFP to the County, MERA staff, and all MERA members for review and comment, update based on the review, and then present the draft RFP for review and comment to the NGPOC, then EB, then to the GB for approval. This is a total of three meetings/presentations of the draft RFP to NGPOC, EB, and GB.

Task 1.4.4.2 FE will prepare a budgetary cost estimate for the system.

Task 1.4.5—Update Project Schedule

FE will work with the County to determine a cost-effective and time-sensitive approach to the delivery of the project and update the implementation schedule.

The RFP that **FE** developed for Marin County in 2010 planned for a single prime contractor to provide all components of the Next Generation Radio Network. If the County opts to pursue a multi-phase approach as outlined in the consultant's report, **FE** can, as an option develop multiple RFP and site construction documents.

Task 1.4.5 Deliverable

As indicated above, **FE** will prepare update a project schedule based on the County's desired procurement method, and agreed upon by **FE** and the County. Review will be incorporated into the review process for Task 1.2, Communications Plan.

Task 1.5—System Procurement Process and Contract Negotiations

Procurement Support

FE will provide expert technical recommendations and advice to the County during the competitive solicitation process. All tasks will be performed in close consultation with Marin County.

- Manage the vendor pre-proposal conference and schedule for vendor site visits. **FE** will not attend vendor site visits.
- Provide information to respond to technical questions from the bidders concerning the RFP and/or addenda
- Generate addenda/additions/revisions to the RFP as necessary

Vendor Proposal Evaluation

FE will provide support to the evaluation team providing an unbiased technical review of the radio system vendor proposals, scrutinizing them for compliance with each technical specification in the County's RFP, and for conformance to the Project budget. We will compare the responses to each technical specification and non-technical requirement, documenting compliance or non-compliance, with concise assessments of

non-compliance and relative strengths and weaknesses of each response. We understand that we may have to revisit the evaluation criteria and evaluation mechanisms based on the replacement approaches proposed by the vendors. Our experience providing these services to clients across the country for major system acquisitions will minimize the risk of protest.

FE will review all vendor proposals by four meetings each with Ops and NGPOC, then identification of the selected vendor through presentation to the EB. This is a total of eight meetings/presentations with Ops and NGPOC, and one additional meeting/presentation to the EB.

FE will coordinate demonstration visits to sites where vendor's equipment is currently in use, and attend one day each for two site visits.

FE will assess each vendor's proposal coverage, capacity, frequency use, and interference claims. **FE** will employ our engineering toolset, **FEPerformancePro™** to independently verify the vendors' designs as they relate to each of these areas of performance. **FEPerformancePro™** assures an unbiased quantitative analysis using field-proven methodologies. An initial assessment of performance at this early proposal evaluation stage may provide significant insights into each vendor's solution and the associated risks.

Contract Negotiations

FE will provide the County with experienced contract negotiations support. The proposed project team has considerable experience negotiating public safety radio systems, equipment, and services, with a proven track record of saving millions of dollars for our clients. Because of their dealings with radio system vendors on a regular basis, they have insights into vendors' negotiation methods and practices and can assist the County in resolving disputes.

In preparation for the negotiations, **FE** will re-evaluate the selected proposals in detail, looking for specific items that could impact the final contract, such as the following:

- Confirmation that other radio vendors' equipment will work on their system
- Extra equipment or software that is not necessary to optimize the system
- Open-ended or vague statements
- Inadequate vendor program management and/or quality assurance
- Unclear or not measurable performance specifications
- Site and acceptance testing that are not representative of true system performance or do not provide adequate test "coverage"
- Coverage and subsystem infrastructure acceptance terms
- Adherence to good workmanship standards
- Payment schedules that favor the vendor such as payments on shipment rather than on receipt and acceptance
- Anything that causes acceptance before testing is complete
- "Beneficial Use" statements not appropriate to the system
- Extra fees for personnel that are not wanted or needed
- Items that can be split out of the contract and implemented by MERA members if they are willing for a substantially lower cost
- Parts list errors

FE will assist in negotiating the contract using the RFP's technical specifications, the County's Procurement Policy, and the terms and conditions as a starting point. **FE** will present the contract to the GB, and attend the Marin County Board of Supervisors meeting (no presentation).

FE will provide 40 hours of negotiation support to the County during the vendor procurement process. This includes 2 on-site full day visits. If additional hours are required, a mutually agreeable amendment to this SOW will be executed by both parties, and hourly rates will be those identified in Exhibit B

Task 1.5 Deliverable

FE will develop a Requirements Tracking Matrix (see Section 1.1) and work with the County to develop mutually agreed upon evaluation criteria that will be used in the proposal evaluation process. Review will be incorporated into the review process for the RFP under Task 1.4.

Task 1.6 Phase 2—System Implementation Plan

FE will develop a plan for consultant services needed in Phase 2. The objective of the System Implementation Phase of the project is to have the Consultant provide technical and administrative services to augment MERA's planning and execution of the project.

Task 1.6 Deliverable

FE will provide a plan for consultant services needed during Phase 2.

Additional Optional Services

Grant Research and Applications—FE can conduct grant research and complete grant applications to assist with the procurement of a new P25 countywide system.

Basis of Our Proposal

1. **FE** will provide draft and final deliverables electronically to Marin County, California.
2. Any additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed to in a task order by the County and **FE**.
3. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of Marin County, County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.
4. **FE** will review and comment on the technical and programmatic elements of the draft vendor contract. The County will be responsible for the other section of the draft contract.
5. This proposal assumes that the selected radio system vendor will develop final documentation for the statement of work, system description, acceptance test plans, backup and failover plans, warranty and support plan, and system pricing. **FE** will review and evaluate each of these documents and provide comment and feedback to the County.

6. This proposal is based upon a start date of September 15, 2015 and assumes a 10-month schedule to completion of Phase 1. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the County will be brought to the attention of the County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment. The schedule for Phase 2 will be adjusted based upon the selected radio system vendor's final contract and approved implementation schedule.
7. Federal Engineering reserves the right to move hours and costs between tasks and consultants to meet our contractual obligations to the County.
8. We are dependent on the accuracy and timeliness of info provided by MERA and their vendors.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (Required)

| <i>Phase and Deliverables</i> | <i>Firm Fixed Price</i> |
|---|-------------------------|
| Phase 1—System Procurement | |
| Task 1.1—Conduct Project Kickoff Meeting and Project Planning | \$ 41,942 |
| Task 1.2—Develop Communications Plan | \$ 19,132 |
| Task 1.3—Site Surveys/Region 6 | \$ 26,700 |
| Task 1.4—Specification Writing and Request for Proposal | \$ 113,986 |
| Task 1.5—System Procurement Process and Contract Negotiations | \$ 97,296 |
| Phase 1 Total | \$299,056 |
| | |
| Phase 2—System Implementation Plan | |
| Consultant Services Plan | \$ 6,400 |
| Phase 2 Total | \$ 6,400 |
| | |
| Subtotal | \$305,456 |
| Additional Services Allowance | \$50,000 |
| Total | \$355,456 |

The above are the costs for each phase and not intended to represent invoicing milestones. There may be multiple invoicing milestones within each phase that will be mutually agreed upon.

If approved by Marin County, **FE** can provide additional services in accordance with the long term rate schedule and Terms and Conditions below. Charges for additional services will not exceed County of Marin established rates for travel and per diem.

SCHEDULE A

LONG TERM CONSULTING RATES

Effective January 1, 2015 through December 31, 2015

| | |
|------------------------------------|--------------------|
| Assistant Vice President | \$ 245.00 per hour |
| Director/Chief Consultant | \$ 215.00 per hour |
| Senior Consultant | \$ 180.00 per hour |
| Consultant | \$ 155.00 per hour |
| Senior Analyst | \$ 130.00 per hour |
| Analyst | \$ 95.00 per hour |
| Administrative / Computer Services | \$ 65.00 per hour |

TERMS AND CONDITIONS

1. Long term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem basis, and other direct non-labor charges will be invoiced as actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of the SOW are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).