

Grants & Contracts - Transmittal Memo

DATE: December 13, 2017

FROM: Purchasing Division, Contracts

TO: Jacqueline Hines

CONTRACT #: 10760

VENDOR: Federal Engineering, Inc.

DESCRIPTION: #10760 Federal Engineering, Inc. to provide Public safety radio system design and engineering consultant services on behalf of the Radio Management Board RFP #17-670

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 12/12/2017

RECEIVED ON: December 13, 2017

TERM START: 12/12/2017

TERM END: Until Completion

AMOUNT: \$120,623.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN ALACHUA COUNTY AND
FEDERAL ENGINEERING, INC., RFP #17-670**

This Agreement is entered into this 12th day of December, 20 17 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Federal Engineering, Inc., doing business at 10600 Arrowhead Dr, Fairfax, VA 22030, hereinafter referred to as "Consultant."

WITNESSETH

WHEREAS, the County issued RFP #17-670 seeking proposals from Consultants to provide **Public Safety Radio System Design and Engineering Consultant Services on behalf of the Radio Management Board**; and,

WHEREAS, after evaluating and considering all timely responses to RFP 17-670, the County identified the Consultant as the top ranked firm; and

WHEREAS, the County desires to employ the Consultant to provide the services described in RFP 17-670 and the Consultant desires to provide such services to the County in accordance with the terms and conditions set forth herein, and

WHEREAS, the Consultant is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective upon execution and continues until completion of the project, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for additional work, Phase II and/or Phase III, as outlined in RFP 17-670.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners as well as a cost share contribution by the City of Gainesville. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Consultant makes the following express representations to the County:

2.1. The Consultant is qualified to act as the Consultant for the Project;

2.2. The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as Consultant for the Project until the Consultant's duties hereunder have been fully satisfied;

2.3. The Consultant has become familiar with the Project site and the local conditions under

which the Project is to be designed, constructed, and operated;

2.4. The Consultant shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, free from errors, omissions and other defects, and fit for the purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Consultant represents and warrants that the deliverables prepared by the Consultant shall be adequate, sufficient and fit to accomplish the purposes of the project and shall meet the requirements of all applicable federal, state and local codes and regulations; and

2.6. The Consultant agrees that the County's review or approval of the deliverables shall not constitute acceptance of any error, omission, or defect in the deliverable or the Consultant's work, nor does it diminish the Consultants representations pertaining to the deliverables.

3. **Duties of the Consultant.** The Consultant shall provide an assessment of the existing public safety radio system, other related radio channels and subsystems, and shall develop recommendations for upgrading or replacing those systems. The Consultant will research, identify, document, analyze, assess, develop, and provide recommendations to the Radio Management Board based on the deliverables described in **Attachment "A."** and basis of proposal as described in **Attachment "E"**.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Consultant as outlined in **Attachment "B."**
5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Consultant shall be paid in accordance with this section.
 - 5.1. The Consultant shall be paid a fixed price for those services as described in Attachment A and required by this Agreement in the amount of \$120,623 allocated in the following manner:
 - 5.1.1. \$19,488 upon completion of project initiation and onsite project kick off meeting.
 - 5.1.2. \$26,658 upon completion of needs and requirements assessments and presentation of findings (remote) with the County.
 - 5.1.3. \$30,718 upon completion of technical systems assessment and presentation of findings (remote) with the County.
 - 5.1.4. \$31,684 upon delivery and onsite presentation of the DRAFT Needs Assessment and Recommendation Report.
 - 5.1.5. \$12,075 upon delivery of the final Needs Assessment and Recommendation Report incorporating County feedback.
 - 5.2. No additional expenses will be paid under this Agreement.

5.3. As a condition precedent for any payment, the Consultant shall submit invoices, for services rendered, to the County upon the percentage completion in accordance with Paragraph 5, unless otherwise agreed in writing by the County. The Consultant's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The Consultant's invoice shall be accompanied by such documentation or data in support of which payment is sought as the County may require. Each invoice shall constitute the Consultant's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Consultant covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the County that, upon receipt by the Consultant of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, will be paid in full. The Consultant shall submit invoices to the County at the following address:

Chief, Alachua County Fire Rescue
ATTN: William K. Northcutt
911 SE 5th St
Gainesville, Florida, 32601

5.4. In the event that the County becomes credibly informed that any representations of the Consultant relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

5.5. The County shall make payment to the Consultant, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Ronald F. Bosco
President and CEO
Federal Engineering
10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

6. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.

"Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.

- 6.1. Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").
- 6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 6.3. The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 6.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirement
- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S
- 6.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

7. Personnel.

- 7.1. The Consultant will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Brad Barber	Director
David TerMorshuizen	Project Manager
Tim Gundlach	Implementation Project Manager
Terry Forehand	Technical Lead
Adam Nelson	Coverage Specialist
Brandon Badua	Microwave Specialist

- 7.2. So long as the individuals named above remain actively employed or able to be retained by the Consultant, they shall perform the functions indicated next to their names. The Chief, Alachua County Fire Rescue may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered five (5) business days after mailing, unless deliver is by personal delivery in which case delivery shall be

deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

Chief, Alachua County Fire Rescue
ATTN: William K. Northcutt
911 SE 5th St
Gainesville, Florida, 32601

Ronald F. Bosco
President and CEO
Federal Engineering
10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

9. Default and Termination.

- 9.1. The failure of the Consultant to comply with any provision of this Agreement will place the Consultant in default. Prior to terminating the Agreement, the County will notify the Consultant in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Consultant seven (7) business days to cure the default. The Chief of Alachua County Fire Rescue is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Consultant.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Consultant. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Consultant will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. In the event of such

termination for convenience, Consultant recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Consultant. The County will be the final authority as to the availability of funds. The County will pay the Consultant for all work completed prior to any notice of termination.

10. Project Records.

10.1. General Provisions:

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.2. In accordance with Section 119.0701, Florida Statutes, the Consultant or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Consultant"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Consultant or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 10.1.3. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County.

10.2. Confidential Information:

- 10.2.1. During the term of this Agreement or license, the Consultant may claim that some or all of Consultant's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Consultant in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Consultant shall clearly identify and

mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Consultant in writing of any request received by the County for disclosure of Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Consultant shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Consultant shall investigate, handle, respond to, and defend, using counsel mutually agreed to, at Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Consultant releases County from claims or damages related to disclosure by County.

10.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Consultant, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4. **Compliance**

10.4.1. If the Consultant does not comply with the County's request for records, the County shall enforce these provisions in accordance with this Agreement and Chapter 119, Florida Statutes.

10.4.2. A Consultant who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

IF THE CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ALACHUA COUNTY FIRE RESCUE AT E-MAIL wnorthcutt@alachuacounty.us, PHONE (352) 384-3101, OR U.S. MAIL AT 911 SE 5TH ST, GAINESVILLE, FL 32601

11. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

12. Insurance. The Consultant will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "2"**.

13. Permits. The Consultant will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

14. Laws & Regulations. The Consultant will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Consultant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Consultant is not familiar with state and local laws, ordinances, code rules and regulations, the Consultant remains liable for any violation and all subsequent damages or fines.

15. Indemnification

15.1. The Consultant agrees to protect, defend, indemnify and hold harmless the County, its Board of County Commissioners, Constitutional Officers, employees, agents, attorneys and assigns (collectively, "Alachua County") from and against any and all claims, demands, action, or causes of action of any and every description, damage, liability, loss and cost, including, but not limited to, reasonable attorneys' fees, resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant arising out of, incidental to, or resulting from the performance of this Agreement. Consultant agrees that indemnification of the County shall extend to any and all work performed by the Consultant, its subcontractors, employees, agents, servants or assigns.

15.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

16. Standard of Care. The services of the Consultant shall be performed with the skill and care which would be exercised by a Consultant performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the work performed by the Consultant or the deliverables prepared by the Consultant, the Consultant shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

17. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

18. Successors and Assigns. The County and Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

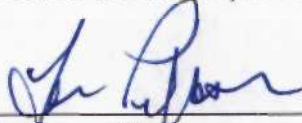
19. **Independent Consultant or Consultant.** In the performance of this Agreement, the Consultant is acting in the capacity of an independent Consultant or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Consultant is solely responsible for the means, method, technique, sequence, and procedure utilized by the Consultant in the full performance of the Agreement.
20. **Collusion.** By signing this Agreement, the Consultant declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, Consultants or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
21. **Conflict of Interest.** The Consultant warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Consultant shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
22. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
23. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
24. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
25. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
26. **Governing Law and Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
27. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
28. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

30. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
31. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
32. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

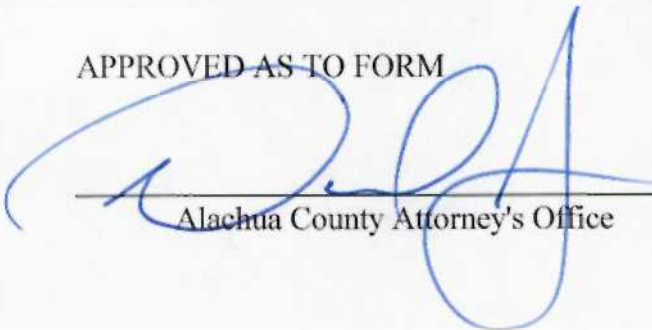
By: 
Lee Pinkson, Chair
Board of County Commissioners
Date: 12/12/2017

ATTEST:

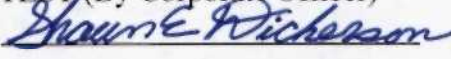

Jesse K. Irby II, Clerk

(SEAL)

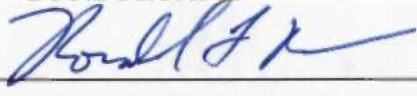
APPROVED AS TO FORM


Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: 
Print: Shawn E. Dickerson
Title: Corporate Secretary

CONSULTANT

By: 
Print: Ronald F. Bosco
Title: President and CEO
Date: November 20, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: SCOPE OF SERVICES

1.0 Needs Assessment and Recommendations

1.1 Conduct a user needs assessment through an appropriate combination of surveys and interviews with all current or potential user agencies or stakeholders.

1.2 **Task 1:** Identify and document key areas of concern or issues in the existing public safety communications system, to include but not limited to:

- a. Signal propagation
- b. Tower needs; tower options; use of micro sites; use of water towers
- c. Current operational or feature shortcomings and future needs (i.e. encryption, location information, etc.)
- d. Interoperability within the County and with surrounding counties and jurisdictions
- e. Anticipated growth within the City of Gainesville and system requirements to accommodate that growth
- f. Building shadowing
- g. Mobile and portable radio data and applications
- h. Anticipated future user applications, requirements or needs
- i. FCC licensure
- j. Subscriber unit condition and current life cycle status of the various radio models operating on the system
- k. Funding, to include methods to save and plan for future high-dollar expenditures
- l. Current governance model and proposed modifications, options, etc, if any
- m. Partnerships with other municipalities and Counties
- n. County and City leased and owned tower sites
- o. Countywide signal propagation from a portable radio
- p. Countywide signal propagation from within medium density structures
- q. Current subscriber equipment (portable & mobile radios; consoles; and related dispatch equipment)
- r. Current system infrastructure life cycle costs & life cycle cost of any proposed system
- s. History from 1999 of the GRUCom operation and maintenance costs; personnel costs; capital reserves; funding methodology; business plan; etc
- t. Thorough review of a proposed systems obsolescence and support (technical support, parts, labor, warranty, etc.)
- u. Impacts (fiscal, logistical, regulatory, etc) and other considerations if County transitioned from current GRUCom managed Motorola radio system
- v. Exploration of vendor-agnostic alternatives, if any, to current Motorola system configuration
- w. All potential alternatives which include a Motorola radio system

- x. Conduct an overall technical assessment of the current Public Safety radio dispatch system operations within the primary and backup PSAP's to include lifecycle and equipment reliability and connectivity network
- y. An assessment of any existing microwave and link network facilities connecting the systems; recommended design and cost of microwave connectivity between sites
- z. Conduct a preliminary investigation into potentially available frequency spectrum to support system capacity and coverage expansion, including current spectrum usage and availability of additional VHF, UHF and 700/800 MHz frequency bands

1.3 **Task 2:** Develop a draft report summarizing the findings of the technical systems assessment and the findings of the operational assessment based on user interviews and surveys. The report shall provide the following sections or information at a minimum.

- i. Summary of the technical analysis of the current systems hardware, software and supporting infrastructure
- ii. Equipment inventory and condition
- iii. Lifecycle and support issues
- iv. Site and facility conditions and issues
- v. Subscriber equipment inventory and status
- vi. Gap analysis identifying the currently unmet communications needs of the user community (voice, alerting, encryption, messaging, and data)
- vii. Coverage; signal propagation
- viii. Functional
- ix. Operational
- x. Performance and loading
- xi. Summary of findings on available frequency spectrum and recommendations for capacity expansion
- xii. Recommendations for prioritization to address the issues and gaps identified through these assessments
- xiii. Recommendations and alternatives for system/equipment upgrade or replacement needed to address the areas of concern
- xiv. For each identified recommendation or alternative, address:
 - 1. Pros and cons of the solution
 - 2. Areas impacted
 - 3. Ease of migration
 - 4. Frequency plan requirements
 - 5. Budgetary cost estimates for implementation

1.4 **Task 3:** Present the draft report findings and identified potential recommendations or alternates to the Radio Management Board (RMB) and stakeholders for discussion and confirmation. Document inputs and feedback from this presentation for incorporation into the report.

- 1.5 **Task 4:** Develop a final, written report capturing the previously described information in the draft report, incorporating the inputs and feedback of the RMB and stakeholders. The final report shall include all technical data requested by the Radio Management Board.

1.6 Project Schedule

Item	Description	Expected duration
Task 1	Needs Assessment and Requirements Definition	18 weeks after contract execution
Task 2	Draft Technical and Operational Assessment Report	21 weeks after contract execution
Task 3	Presentation to the RMB and Stakeholders	22 weeks after contract execution
Task 4	Final Technical and Operational Assessment Report	24 weeks after contract execution

ATTACHMENT B: Duties Of The County

1. Convene a meeting of the Radio Management Board as requested by the Consultant and provide meeting space.
2. Respond to all inquiries and requests by the Consultant in a timely manner.
3. Attend all conference calls and meetings (within Alachua County) as scheduled by the Consultant and provide meeting space.
4. Assist with the solicitation of information to assist the Consultant in the accomplishment of the scope of work.
5. Provide the Consultant a letter of authorization to act on behalf of the County as it relates to the accomplishment of the scope of work.

ATTACHMENT C: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Consultant or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. CONSULTANT LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Consultant (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 2: Certificate of Insurance

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Ronald F. Bosco
President and CEO
Federal Engineering
10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

Project Description:

ATTEST (By Corporate Officer)

By: Shawn E. Dickerson

Print: Shawn E. Dickerson

Title: Corporate Secretary

CONTRACTOR

By: Ronald F. Bosco

Print: Ronald F. Bosco

Title: President and CEO

Date: November 20, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

ATTACHMENT E: Federal Engineering Basis of Proposal

1. Federal Engineering, Inc. (*FE*) will perform the tasks as called out in our technical proposal dated April 19, 2017 (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. *FE* will provide draft and final deliverables electronically to Alachua County, Florida.
3. Any optional or 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 upon in a task order by the County and *FE*.
4. *FE's* ability to fulfill this task depends, in part, on the willingness and ability of Alachua County, Florida, 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, system procurements, 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*. *FE* accepts no responsibility or liability to any third party in respect to any information or related content delivered by *FE*. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
5. *FE* will develop detailed analysis for two radio system alternatives, building a County owned system or remaining on an upgraded GRU P25 radio system. If additional hours are required to review additional alternatives, a mutually agreeable amendment to this SOW will be executed by both parties.
6. Our project plan calls for one *FE* personnel to be on-site for one day to support the project kick off meeting, two days to support user interviews, up to three days to support site visits, and one day for presentation of the Draft Needs Assessment and Recommendations report.
7. This proposal is based upon a start date on or before December 1, 2017 and assumes a 24-week schedule to completion. Delays to the project schedule due to actions or lack of actions on the part of Alachua 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.

8. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our Consultant staff members in order to meet our contractual obligations to the County.



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

December 12, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #34.

Agenda Item Name:

Agreement between Alachua County and Federal Engineering, Inc. for Radio System Consulting Services, RFP #17-670

Presenter:

William Northcutt, Chief, 352-384-3101

Item Description:

Approve the agreement between Alachua County and Federal Engineering Inc. for Radio Consulting Services

Recommended Action:

Approve the agreement between Alachua County and Federal Engineering Inc. for Radio Consulting Services, and the budget amendment transferring \$35,623 from General Fund Reserves.

Staff recommends that the Board authorize the Chair to send a letter to the City Manager requesting that he signs the agreement to fund their portion.

Prior Board Motions

December 7, 2015, joint City/County Commission meeting, both commissions authorized the Radio Management Board (RMB) to hire a radio system consultant.

November 14, 2016, joint City/County Commission meeting, both commissions authorized the Radio Management Board to obtain a radio system consultant.

October 10, 2017 County Commission approved the RFP ranking and authorized staff to negotiate an agreement.

Fiscal Consideration:

Federal Engineering's cost for Phase I is \$120,623.00 which is \$35,623 over the \$85,000 budgeted. On March 6, 2017, the County submitted an interlocal agreement to the City of Gainesville to share the cost of the radio systems consultant evenly between the two agencies. Staff recommends a budget transfer from General Fund Reserves to cover the entire consultant cost. Once the interlocal with the City is executed, the City's share will be recognized as unanticipated revenue.

Background:

At the December 7, 2015 joint City of Gainesville/Alachua County meeting both the City and the County agreed to split the cost of a radio system consultant. On March 6, 2017, an interlocal agreement with a 50/50 cost share was sent to the City of Gainesville for review and execution. County staff has not received confirmation from the City regarding the level of cost share that they will cover.

During the November 14, 2016 joint City of Gainesville and County Commission meeting, both commissions authorized the Radio Management Board (RMB) to move forward with obtaining proposals for a radio system consultant. Subsequent to the November 14, 2016 commission meeting, it was determined that the RMB did not have the authority to obtain a consultant and the seven voting members of the RMB elected to have the County publish an RFP for a radio system consultant.

An RFP was issued and on October 10, 2017, the County Commission approved the ranking of responses and authorized staff to negotiate a contract with Federal Engineering, Inc. The cost to complete Phase I of the project is \$120,623 which is \$35,623 over the initial estimate of \$85,000.00 and will require a transfer from General Fund Reserves. Phase I of the project will provide a needs assessment and recommendations of the radio system.

Talking Points

Agreement between Alachua County and Federal Engineering, Inc. for Radio System Consulting Services, RFP #17-670

- At the December 7, 2015 joint City of Gainesville/Alachua County meeting both the City and the County agreed to split the cost of a radio system consultant.
- During the November 14, 2016 joint City of Gainesville and County Commission meeting, both commissions authorized the Radio Management Board (RMB) to move forward with obtaining proposals for a radio system consultant
- On March 6, 2017, an interlocal agreement with a 50/50 cost share was sent to the City of Gainesville for review and execution. County staff has not received confirmation from the City regarding the level of cost share that they will cover.
- An RFP was issued and on October 10, 2017, the County Commission approved the ranking of responses and authorized staff to negotiate a contract with Federal Engineering, Inc. The cost to complete Phase I of the project is \$120,623 which is \$35,623 over the initial estimate of \$85,000.00 and will require a transfer from General Fund Reserves.
- Staff recommends that the Board authorize the Chair to send a letter to the City Manager requesting that he signs the agreement to fund their portion.