

## Grants & Contracts - Transmittal Memo

DATE: May 31, 2019

FROM: Purchasing Division, Contracts

TO: Jacqueline Hines

CONTRACT #: 10760

VENDOR: Federal Engineering, Inc.

DESCRIPTION: #10760 Federal Engineering, Inc. 1<sup>st</sup> Amendment for phase II of RFP 17-670  
\*Until Completion\*

APPROVED BY: Board of County Commissioners

APPROVAL DATE: May 28, 2019

RECEIVED ON: May 31, 2019

TERM START: December 12, 2017

TERM END: \*Until Completion\*

AMOUNT: \$118,615.00

RFP/BID #: N/A

GMW: Yes

POR #  
(ENCUMBERANCE): N/A

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

**AMENDMENT TO AGREEMENT #10760  
BETWEEN ALACHUA COUNTY AND FEDERAL ENGINEERING, INC  
FOR PHASE II OF RFP 17-670**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 28<sup>th</sup> day of May A.D. 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Federal Engineering, Inc, hereinafter referred to as "Consultant":

**WITNESSETH:**

**WHEREAS**, the parties hereto previously entered into the *Agreement for Consultant Services Between Alachua County and Federal Engineering, RFP 17-670*, dated 12 December 2017, (the "Agreement"), for the provision of Public Safety Radio System Design and Engineering Consultant Services on behalf of the Radio Management Board; and,

**WHEREAS**, the Agreement included provisions which permitted the County to amend the Agreement to increase the Duties of the Consultant to execute additional work identified as Phase II, RFP Procurement Support Services, in RFP 17-670; and,

**WHEREAS**, the County desires to exercise its option to amend the Agreement through which the Duties of the Consultant will be expanded, the cost for the expanded work will be added to the Agreement, to reflect the increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"), and to update Attachment E, Basis for Proposal, to reflect the expanded work,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement:

**A. SECTION # 1 of the Agreement (Term) is amended to read:**

This Agreement is effective upon execution and continues until completion of the project, unless earlier terminated as provided herein.

**B. SECTION #3 of the Agreement (Duties of the Consultant) is amended to add the requirements Attachment A-1, Phase II Expanded Scope of Service, attached to this Amendment:**

**C. SECTION #5 of the Agreement (Method of Payment) is amended by the addition of a new sub-section 5.2 to read as follows. Current sub-sections 5.2-5.5 are renumbered accordingly.**

**5.2. The Consultant shall be paid a fixed price, for those services as described in Attachment A-1 attached to this Amendment, in the amount of \$ 118,615 allocated in the following manner:**

5.2.1      \$13,060.00 upon validation of system requirements (onsite)

- 5.2.2 \$6,531.00 upon review of updated system requirements (onsite)
- 5.2.3 \$6, 531.00 upon delivery of final requirements matrix
- 5.2.4 \$21,550.00 upon delivery and review of draft Conceptual Design Report (onsite)
- 5.2.5 \$9,234.00 upon delivery of final Conceptual Design Report
- 5.2.6 \$25,045.00 upon delivery and review of draft functional specifications (onsite)
- 5.2.7 \$6,260.00 upon delivery and review of final Functional Specifications (onsite)
- 5.2.8 \$7,973.00 upon review of Functional Specifications with system vendor
- 5.2.9 \$17,945.00 upon commencement of contract negotiations with system vendor
- 5.2.10 \$4,486.00 upon finalization of contract negotiations with system vendor

D. SECTION #6 of the Agreement (**Alachua County Minimum Wage**), subsection 6.1 is amended in its entirety to read:

6.1 Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

E. Attachment E, **Federal Engineering Basis of Proposal**, referenced in Section #3 of the Agreement, **Duties of the Consultant**, is hereby amended by the addition of **Attachment E-1, Federal Engineering Basis of Proposal**, attached to this Amendment.

F. This first amendment shall take effect upon the date of execution by the parties.

**SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement shall be and remain in full force and effect.

**Remainder of page blank**

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

ALACHUA COUNTY, FLORIDA

By: Charles "Chuck" Chestnut, IV  
Charles "Chuck" Chestnut, IV, Chair  
Board of County Commissioners

Date: 05-28-2019

ATTEST:

J.K. "Jess" Irby, Esq.  
J.K. "Jess" Irby, Esq. Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]  
Alachua County Attorney's Office

CONSULTANT

ATTEST

By: Shawn Dickerson

Print: Shawn Dickerson

Title: Corporate Secretary

By: Ronald F. Bosco

Print: Ronald F. Bosco

Title: President & CEO

Date: 07 MAY 2019

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.**

## **ATTACHMENT A-1: Phase II, Expanded Scope of Service**

### **1. Conceptual Design and Procurement Support**

- 1.1. Develop a conceptual design and incremental costs to enhance the GRUCom Project 25 (P25) Trunked Radio System (TRS) improving coverage, interoperability, capacity for future growth, operational features, resiliency, and maintainability.
- 1.2. Consultant will complete the following tasks to provide Alachua County, the City of Gainesville, and GRUCom (Project Team) the necessary information to design, procure and deploy the upgraded system:
  - 1.2.1. Validate and update system requirements for the system expansion
  - 1.2.2. Develop a preliminary conceptual design, with budgetary pricing
  - 1.2.3. Develop functional specifications for the system vendor to meet
  - 1.2.4. Support contract negotiations with the system vendor
  - 1.2.5. Provide implementation oversight and support (optional)

### **2. Task 1: Validate System Requirements:** The Consultant will meet with the Project Team members to confirm that the previously defined system requirements from Phase 1, still meet the future needs of all users. The steps will include the following:

- 2.1. Review the radio system requirements developed in Phase 1 of this project onsite with the Project Team
- 2.2. Conduct reviews of each specific system category with the Project Team and targeted key user groups, to validate the future requirements and user needs
- 2.3. Update the system requirements where required
- 2.4. Deliver draft, updated requirements matrix for the Project Team review and approval and review onsite
- 2.5. Finalize and deliver updated final requirements matrix, incorporating Project Team input and feedback, which will be delivered remotely

### **3. Task 2: Preliminary Conceptual Design Report**

- 3.1. Using the approved system requirements matrix from Task 1, Consultant will develop a preliminary conceptual system design that captures the system architecture and solutions that meet the defined user needs and requirements. Consultant will meet onsite with the Project Team to review the DRAFT report including the desired system upgrade path and migration plan, select the optimal solution and set priorities, and develop recommendations, incorporating the Project Team feedback into the Final Report, which will be delivered remotely.

- 3.2. The report will include estimated costs and schedules for the completion and delivery of the conceptual system design, as well as engineering and operational considerations for migration to the expanded, enhanced radio communications system.

#### **4. Task 3: Functional Specification**

- 4.1. Consultant will develop a set of technical specifications for the upgrade to the GRUCom radio system based on the approved requirements and solution from Tasks 1 and 2. These specifications will describe the radio system's functional and performance requirements in sufficient detail for the vendor to submit a proposal which will be verifiable through future acceptance testing, and will stress the use of existing investments wherever possible.
- 4.2. The detailed design of the system will be left to the radio system vendor to allow for innovative approaches and to ensure the vendor remains responsible for system performance in accordance with the specifications.
- 4.3. Consultant will review the DRAFT specifications onsite with the Project Team, incorporating Project Team feedback in the FINAL specifications, which will also be reviewed onsite with the Project Team.

5. **Task 4: Submit Specification to the Vendor:** Consultant will provide the approved specification to the Project Team for delivery to the system vendor, Motorola Solutions, in development of their proposal. Consultant will address and respond to any questions the vendor may submit.

6. **Task 5: Contract Negotiations:** Consultant will analyze the vendor proposal and support the Project Team in contract negotiations, as follows:

- 6.1. Consultant will participate in the communication and organization of activities between the Project Team and Motorola during the negotiation and contracting process
- 6.2. Consultant will provide technical support throughout the negotiation and contracting process
- 6.3. Consultant will provide technical expertise and support to identify areas with deficiencies, communicate these to the Project Team for discussions with Motorola, and review their recommended changes to assess if they correct the deficiencies
- 6.4. Consultant will support up to two (2) days of onsite negotiations with Motorola.
- 6.5. Consultant will review Motorola's final technical and pricing documentation

#### **7. Task 6: Implementation Support (Optional)**

- 7.1. Implementation support services take a project from the initiation, planning, and design review phases through installation, testing, and final cutover. Consultant will review project planning before major commitments are made and will provide the Project Team with visibility necessary to minimize surprises and create a proactive project management environment. We will

determine if the system vendor is compliant with the contract with regard to agreed system requirements, schedule, and cost milestones.

- 7.2. Our implementation support tasks will align with the vendor's schedule to provide oversight and management of the vendor's specific activities. Upon vendor contract award, Consultant will monitor and manage the vendor's implementation schedule, key milestones and communicate the project progress and activities to the Project Team.
- 7.3. The following activities are typical of this type of project. Consultant will coordinate with the Project Team to determine which of these tasks will be necessary based upon the radio system vendor's implementation tasks and schedule, and the Project Team requirements after contract negotiations are substantially complete.
- 7.3.1. Coordinate and participate in the Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with the Project Team and the vendor.
- 7.3.2. Participate in weekly project status meetings.
- 7.3.3. Participate in other project meetings as required.
- 7.3.4. Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats.
- 7.3.5. Review frequency plans and license applications as required.
- 7.3.6. Review system fleet mapping.
- 7.3.7. Maintain an independent punch list of items during implementation activities including issue, responsible party, target date for completion, actual date of completion, and resolution.
- 7.3.8. Assist the Project Team in resolving vendor implementation issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to the Project Team.
- 7.3.9. Deliver a monthly project status report that reflects the current month's activities, risks and achievements, and presents a plan for the following month's planned activities.
- 7.3.10. Coordinate with the Project Team's designated project management personnel.

## 8. Project Schedule

Task Description	Estimated Date
Task 1: Validate system requirements (onsite)	July 1, 2019
Task 1: Review updated system requirements (onsite)	July 22, 2019
Task 1: Deliver final requirements matrix	July 31, 2019
Task 2: Deliver and review DRAFT Conceptual Design Report (onsite)	September 10, 2019
Task 2: Deliver final Conceptual Design Report	September 24, 2019
Task 3: Deliver and review DRAFT functional specifications (onsite)	October 21, 2019
Task 3: Deliver and review FINAL Functional Specifications (onsite)	November 12, 2019

Task Description	Estimated Date
Task 4: Begin review of Functional Specifications with system vendor	December 2, 2019
Task 5: Commence contract negotiations with system vendor	December 16, 2019
Task 5: Finalize contract negotiations with system vendor	December 30, 2019



## **ATTACHMENT E-1: Federal Engineering Basis of Proposal**

1. Federal Engineering (*FE*) professionals will be directed by the County's Project Manager or their designee according to the assignments to be performed. The scheduling of *FE* resources will be mutually agreed upon based upon the needs of the County and the availability of the specific *FE* consultants
2. Federal Engineering, Inc. (*FE*) will perform the tasks as called out in Attachment A-1 Phase 2 Scope of Services. 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.
3. This proposal assumes that County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
4. The County and its constituents shall provide the information necessary for *FE* to perform the tasks in Attachment A-1. If the County or its constituents are unable to provide one or more pieces of required information, or if *FE* discovers that the data and information require updating, *FE* will notify the County's Project Manager of the issue. *FE* will then work with the County to develop an additional statement of work to collect this information to be performed on a fixed price or time and materials basis mutually agreed upon in a task order by the County and *FE*.
5. The development of design drawings and site development plans, identification of building and other codes, standards, and regulations, acceptance and other test plans, implementation schedules, radio coverage, and all other performance criteria shall be the responsibility of the selected vendor.
6. *FE* will provide draft and final deliverables electronically to Alachua County, Florida.
7. 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 or on a fixed price basis as mutually agreed upon in a task order by the County and *FE*.
8. *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.
9. *FE* will provide negotiation support to the County during the radio system vendor contract negotiation process including up to sixteen (16) hours of onsite support. If additional hours are required, a mutually agreeable amendment to the scope of work will be executed by both parties.
10. Our project plan calls for two *FE* personnel to be on-site for two days to support the validation of system requirements, one day to review the draft system requirements, one day to review the

conceptual design report, two days to support review of the draft functional specifications, two days to review the final functional specifications, and up to two days for vendor contract negotiations.

11. This proposal is based upon a start date on or before July 1, 2019 and assumes a 26-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.
12. 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

May 28, 2019 BoCC Agenda

### Agenda Item #30.

#### Agenda Item Name:

First Amendment to Agreement between Alachua County and Federal Engineering, Inc. for Radio System Consulting Services, Phase II

#### Presenter:

Harold Theus, Chief, 352-384-3101

#### Item Description:

First Amendment to the Federal Engineering, Inc agreement for Radio System Consulting services for Phase II RFP#17-670

#### Recommended Action:

Approve and sign the first amendment. Approve the budget amendment transferring \$118,615 from the General Fund.

#### 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.

January 31, 2019, joint City/County Commission meeting, Commissioner Cornell moved the following:

1. That the County precedes with Alternative #1 the enhanced GRUcom system as a single radio system.
2. That the County expands the additional radio towers as recommended.
3. That the joint staffs are requested to return with recommendations on how to pay for the upfront capital costs and some user fee options moving forward.
4. That the County writes a Chair letter to the School Board that they understand the efforts to upgrade the system and that they consider installing bi-directional antennas in every school in their current capital budget.
5. That County staff and develop for consideration an Ordinances and building codes that would require new or modified buildings to include coverage enhancements that would ensure in building coverage for public safety agencies.