

Federal Engineering, Inc.

10560 Arrowhead Drive Fairfax, VA 22030 703-359-8200

STATEMENT OF WORK (SOW) Issued: April 27, 2023

Amendment to Columbia 9-1-1

Communications District

Original Contract Dated: March 4, 2021

PHASE 2 COLUMBIA 9-1-1 COMMUNICATIONS DISTRICT LAND MOBILE RADIO (LMR) STATEMENT OF WORK (SOW)

1. INTRODUCTION

Columbia 9-1-1 Communications District (C911CD) contracted Federal Engineering (*FE*) to assess its existing land mobile radio (LMR) system, analyze four replacement or upgrade alternatives, and provide recommendations for upgrading or replacing its existing system while increasing coverage and satisfying user needs. The *Radio System Alternatives Analysis and Recommendations Report* delivered to C911CD on 8/19/2021 presented four alternatives for the District to consider. The delivery of the report was followed by a presentation to the C911CD Board on 9/23/2021.

After careful consideration, the C911CD board of directors resolved to explore the "Motorola Alternative" in conjunction with its feasibility investigation of joining Washington County Network ("WCN"), an existing regional radio system that utilizes Motorola equipment (formerly known as the Washington County Consolidated Communications Agency (WCCCA) system). To move forward on Phase 2, C911CD requested that *FE* submit this statement of work ("SOW") for LMR support services. The *FE* reports will be used as a basis to prepare an RFP, RFQ, or another procurement method should the Board choose after its evaluation not to proceed with the Motorola Alternative. The performance period for this SOW begins May 1, 2023, and will conclude on or before December 31, 2023.

2. TASKS TO BE PERFORMED

2.1 Specification Development

FE will provide two personnel who will collectively spend three (3) business days attending onsite meetings with C911CD stakeholders to understand the users' needs and requirements for the new/upgraded system. **FE** will develop a requirements matrix and review with the stakeholders via a conference call to gain their acceptance. The approved requirements will form the basis of the functional specifications defined below.

FE will generate the complete Functional Specifications for a superior and robust system which will include the coverage, functional and performance requirements for the design, construction, and testing of the new wireless LMR system. The Functional Specifications will be described in sufficient detail to allow Motorola to submit a comprehensive proposal to C911CD.

The Functional Specifications section will include, but will not be limited to the following:

- 1. System functional and operational requirements
- 2. Potential TX/RX sites and connectivity (TX=transmit and RX=Receive)
- 3. Coverage requirements
- 4. System reliability and redundancy
- 5. Radio vendor deliverable requirements (i.e. design package, FCC license documents, operations and maintenance manuals, test plans and reports, and training manuals)
- 6. Regulatory and standards compliance
- 7. Environmental, seismic, and other site requirements
- 8. Migration and cutover plans
- 9. System coverage and acceptance test plans
- 10. Network management
- 11. Training
- 12. Warranty

2.2

FE will deliver the Draft Functional Specifications and review the document with C911CD's project team via conference call. **FE** will then update the specifications based on review comments from the C911CD project team, develop the vendor compliance matrix, and deliver the Final Functional Specifications to C911CD. **FE** will make a personal presentation at a joint Advisory Committee C911CD Board meeting.

2.3 Procurement Support

FE will also assist C911CD by providing the following procurement support activities:

- Evaluate the Motorola Alternative
- Prepare an evaluation of the Motorola Alternative showing system benefits, and efficiencies and generating a value-added and benefit analysis of the Motorola Alternative.
- 3. **FE** personnel will spend up to 3 days onsite with the C911CD project team to review the **FE** analysis. Further, **FE** will generate a value-added and benefit analysis of joining WCN.

24 Contract Negotiations

FE will provide C911CD with two experienced **FE** personnel (for up to 72 hours including two 2 days on-site) for contract negotiation support with Motorola. **FE** will provide additional remote contract negotiations support for up to 40 hours. The proposed project team has considerable experience negotiating public safety radio systems, equipment, and services, with a proven track record of saving our clients' money and shifting project risk to the vendor.

3. SCHEDULE

The tasks outlined in Section 2 will begin upon execution of this statement of work and are anticipated to remain active through December 2023. **FE** will submit a written work schedule within 30 days after the contract is awarded. The schedule will be updated as necessary after bi-weekly meetings.

4. STAFFING/ORGANIZATION

Mr. David TerMorshuizen, Senior Consultant, will serve as the project manager, while Mr. Rajit Jhaver, Director of Operations, will provide project oversight and overall coordination for the project. *FE* will respond to C911CD's request within 48 hours.

5. COST

The firm-fixed-price cost for the tasks as stated in Section 2 of this SOW, is \$111,854.00, which includes labor, travel, and other direct costs. *FE* will provide an invoice schedule following the kickoff meeting and agreement on the project schedule. Milestone payments will be as follows:

Description	Amount
Deliver Draft Functional Specifications	\$32,580.00
Deliver Final Functional Specifications	\$24,150.00
Attend Onsite Proposal Evaluation Meeting	\$31,374.00
Commence Contract Negotiations	\$23,750.00

6. BASIS FOR OUR SCOPE OF WORK

- 1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out in this SOW. Any additional tasks not reasonably covered by this proposal will be added by written change order (excluding any optional tasks specifically authorized in writing by C911CD). The deletion of a task, a significant change in the scope of one or more tasks, or the use of a phased implementation approach may affect the overall price either through deductive or additive written change orders.
- 2. **FE** will provide draft and final deliverables electronically to C911CD.
- This proposal assumes that C911CD's Executive Director or an assigned project manager will coordinate and schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
- 4. Any optional or additional tasking not specified in this SOW will be authorized by mutual agreement of C911CD and *FE*. Such tasks 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 C911CD.
- 5. FE's ability to fulfill this SOW depends, in part, on the willingness and ability of C911CD, user 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. Nonetheless, FE warrants that it will use its good judgment to review all input data and warrants that its own work will meet or exceed industry standards. FE accepts no responsibility or liability to any third party with respect to any information or related content delivered by FE. The input 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 industry developments and project demands.
- 6. This proposal is based upon a start date on or before May 1, 2023, and

assumes completion prior to the end of 2023. Delays to the project schedule due to actions or lack of actions on the part of C911CD, District 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 will be brought to the attention of C911CDs project manager in a timely manner and the schedule and cost impacts will be reduced to writing via a mutually agreed upon contract change order.

- 7. In the event of a substantial project delay by C911CD that creates direct and reasonable economic damages, *FE* reserves the right to present its economic damage claim for review and determination by C911CD.
- 8. This proposal assumes a mutually agreeable invoicing schedule for work completed. *FE* will provide invoices and time statements to support applications for payment.
- 9. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members to meet our contractual obligations to C911CD.
- 10. Any dispute between the parties will be resolved under Oregon law and the venue will be in Columbia County, Oregon. This section controls and supersedes original contract terms.
- 11. C911CD reserves the right to terminate this SOW for convenience at any time. Upon termination, C911CD will pay **FE** all earned fees and expenses incurred before notice of termination is issued.

Submitted by FE	Authorization to begin work by Columbia 9-1-1 Communications District
Ron Bosco, President and CEO	Signature
Date	Printed name and title
	Date

SCHEDULE A LONG-TERM CONSULTING RATES

Effective January 1, 2023 through December 31, 2023

Principal	\$ 400.00 per hour
Vice President	\$ 360.00 per hour
Director/Chief Consultant	\$ 280.00 per hour
Senior Consultant	\$ 233.00 per hour
Consultant	\$ 200.00 per hour
Senior Analyst	\$ 165.00 per hour
Analyst	\$ 122.00 per hour
Administrative Services	\$ 95.00 per hour

TERMS AND CONDITIONS

- 1. Long-term rates do not include state or local taxes.
- 2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
- 3. Hours expended for travel in support of any time and materials task orders 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).

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