



DATE:

February 23, 2018

TO:

800 MHz Joint Operating Committee

FROM:

Quinn Korbolic, IT Manager – Regional Services, 775-328-2348,
qkorbolic@washoecounty.us

SUBJECT: Professional Services for NSRS Contract Review and Negotiation.

A review, discussion and possible action to approve the utilization of professional service funds, not to exceed \$41,576.00, to assist in the contracting and negotiating process with the NSRS vendor selected through the Nevada Department of Transportation's procurement process.

SUMMARY:

Washoe County intends to enter into a contract with the P25 radio system vendor selected through the Nevada Shared Radio System (NSRS) procurement process administered by NDOT. The size, scope and technical specifications of Washoe County's portion of the NSRS project necessitate a high level of expertise in contract review and negotiation. Washoe County and Washoe County Regional Communication staff do not have the expertise to perform the contract review and negotiation tasks necessary for successful advancement of Washoe County's portion of the NSRS.

Washoe County staff have requested that Federal Engineering (FE) assist the county in contract review and negotiation. Federal Engineering's scope of work and pricing are attached.

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION:

On February 24th, 2017 The Joint Operating Committee recommended that the Washoe County Manager approve the Nevada Shared Radio System Contract between Washoe County, NV Energy and the State of Nevada, through its Department of Transportation.

On May 9th, 2017, the Board of County Commissioners approved and directed the County Manager to sign the Nevada Shared Radio System Contract between Washoe County, NV Energy and the State of Nevada, through its Department of Transportation.

FISCAL IMPACT

Washoe County Regional Communications System budget fiscal year 2017-2018 budget authority and cash exists in the amount of \$41,576.00 from cost center C210010, Regional Communication System Operations, GL 710100, Professional Services.

Craig Betts
Chief Information
Officer

Paul Burr
Business Solutions &
Integration
SAP

Tony Kiriluk
Enterprise
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RECOMMENDATION

Approve the utilization of professional service funds not to exceed \$41,576.00 to assist in the contracting and negotiating process with the NSRS vendor selected through the Nevada Department of Transportation's procurement process.

POSSIBLE MOTION

Should the Committee agree with staff's recommendation a possible motion would be:

"Approve the utilization of professional service funds not to exceed \$41,576.00 to assist in the contracting and negotiating process with the NSRS vendor selected through the Nevada Department of Transportation's procurement process."



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STATEMENT OF WORK (SOW)

Issued: January 31, 2018

WASHOE COUNTY SUPPORT FOR NEVADA SHARED RADIO SYSTEM (NSRS) LAND MOBILE RADIO (LMR) PROJECT

1. INTRODUCTION AND ISSUES

1.1 Project Overview

Washoe County seeks to utilize the services of Federal Engineering (**FE**) to provide project management and technical support during the contract negotiations with the selected vendor for the new Land Mobile Radio (LMR) network.

1.2 Project Assumptions

- **FE** anticipates that the NSRS will review and evaluate vendor's proposals received in response to the NSRS RFP for the replacement system
- After evaluation, the NSRS team will reach consensus on selecting the best proposal for the implementation of the LMR system
- Each Member will then enter into separate contract negotiations with the selected vendor to negotiate and finalize a contracted system design and associated pricing, for approval and award
- Each Member will execute their own contracts independently based on the capabilities, but work closely with the other NSRS Member's to ensure that the new LMR system functions and operates as a statewide system to the benefit of all Members

2. TASKS TO BE PERFORMED FOLLOWING VENDOR SELECTION

FE will provide the County with experienced contract negotiations support. The **FE** 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 our dealings with radio system vendors on a regular basis, we have insights into vendors' negotiation methods and practices and can assist the County in resolving disputes.

1. In preparation for the negotiations, **FE** will re-evaluate the selected proposal 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
 - Parts list errors
2. **FE** will conduct a project initiation meeting via teleconference to discuss project goals, objectives, tasks, schedule, deliverables, and negotiation strategy with Washoe County.
3. **FE** will participate in the communication and organization of activities between Washoe County and the selected vendor during the negotiation and contracting process.
4. **FE** will provide technical support throughout the negotiation and contracting process.
5. **FE** will provide technical expertise and support to identify areas with deficiencies, communicate these to both Washoe County and the selected vendor, and provide recommendations to correct the deficiencies to meet Washoe County's requirements.
6. **FE** will review the selected vendor's final technical and pricing documentation.
7. Support will include mostly remote activities with one on-site meeting for contract negotiations.

3. COST ESTIMATE

Services defined in Section 2 will be billed on a fixed-price basis shown below. The fixed price is inclusive of anticipated expenses associated with the two days of on-site meeting support. The labor rates for these services are documented in the fee schedule in Schedule A.

Washoe County Contract Negotiation Support	
Task	Cost
Conclusion of the Project Initiation Meeting	\$9,500.00
Commencement of the Selected Vendor Negotiations	\$19,440.00
Conclusion of the Selected Vendor Negotiations Support	\$12,636.00
Project Total	\$41,576.00

3.1 Invoicing

FE will submit invoices upon completion of the above tasks.


4. BASIS FOR THIS SCOPE OF WORK

1. This SOW assumes Federal Engineering, Inc. will perform all tasks called out above.
2. The level of effort for contract negotiation support can vary greatly depending upon the selected system vendor and the Washoe County procurement practices. Our project plan calls for up to 210 person-hours of support. Most of the work will be performed remotely. Two *FE* personnel will be on-site for up to two days for negotiations between Washoe County and the selected vendor. *FE* will notify the Washoe County should more than a total of 210 person-hours are required to perform this SOW. If additional hours are required to complete this SOW, a mutually agreeable amendment to the SOW will be executed by both parties.
3. *FE's* ability to fulfill this task order depends, in part, on the willingness and ability of the County, the selected vendor, 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*. *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.
4. This proposal is based upon a start date on or before March 1, 2018 and assumes a 12-week schedule to completion. Delays to the project schedule due to actions or lack of actions on the part of Washoe County, Washoe 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 Washoe County will be brought to the attention of Washoe County's project manager in a timely manner and will be reduced to writing via a mutually agreed upon contract amendment.

5. This SOW assumes that the **FE's** project manager will assist Washoe County to schedule meetings, notify attendees, and arrange for on-site visits. Washoe County will arrange for meeting facilities and office space for **FE's** team and the selected vendor.
6. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to Washoe County.
7. This proposal assumes a mutually agreeable invoicing schedule for work completed.

Submitted by **FE**:



John Murray, Executive Vice President
January 31, 2018

Authorization to begin work by
WASHOE COUNTY:

(Signature)

(Printed name and title)

(Date)

SCHEDULE A LONG TERM CONSULTING RATES

Effective January 1, 2018 through December 31, 2018

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).

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