

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
FEDERAL ENGINEERING, INC.
FOR THE DEVELOPMENT AND SELECTION OF
THE PUBLIC SAFETY LAND MOBILE RADIO SYSTEM**

THIS AGREEMENT is made and entered into this 1st day of February 2017, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **Federal Engineering, Inc.**, whose principal address is **10600 Arrowhead Drive, Fairfax, VA 22030** hereinafter referred to as the "Contractor".

WHEREAS, the County requires professional consultant services for the development and selection of a Public Safety Land Mobile Radio System for Santa Fe County and the City of Santa Fe; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2016-0239-RECC/KE, for the provision of these services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

Contractor shall, upon receiving a Notice-to-Proceed from the County, provide the following services as further defined in the Federal Engineering Revised Technical Proposal dated December 12, 2016 and Revised Cost Proposal dated December 12, 2016, attached hereto and made part of this Agreement.

- a) Conduct fact-finding with current and future system users and stakeholders to understand the current environment (usage, cost, benefits, capabilities, and constraints) and desired capabilities in a future system.
- b) Outline feasible design alternatives for PSLM Radio system that meets stated user requirements and evaluate pros and cons for each, including opportunities for grant funding.
- c) Provide knowledge about the PSLM Radio System vendor and technology market and evaluate the feasibility of the market to satisfy City and County requirements.
- d) Provide remote presentation and requirements review detailing possible technical solutions to

meet the City, County and interoperability requirements.

- e) Develop detailed written requirements for a new PSLM Radio system. Contractor will meet with stakeholders to document their needs to gain a complete understanding of the desired functionality for the new system.
- f) Tour and appraise a mutually agreeable sample of physical locations, up to 5, such as tower sites and local emergency service providers, to understand elements of the current system and inventory equipment.
- g) Facilitate discussions (City and County) and guide the decision making process among stakeholders to build consensus around required and optional system elements to maximize stakeholder buy in.
- h) Utilize the expert knowledge of the 9-1-1 industry to determine and ensure the City and County's current and future interoperability requirements are addressed in the scope of work.
- i) Conduct fact finding interviews towards delivering an assessment of the current Firefighters Paging system and provide a recommended solution consistent with the Radio Replacement project technology solution.
- j) Write a Request For Proposal (RFP) for a new City and County PSLM Radio system. Contractor will prepare a written scope of work detailing system requirements and specifications so that it can be integrated into the City and County RFP templates.
- k) Assist in the process of evaluating RFP responses. Contractor will provide an effective scoring system to evaluate the offerors responses. Contractor will independently review each proposal based on established evaluation criteria, providing an analysis identifying any advantages or concerns found in any of the proposals. Contractor will be available to interpret, clarify and discuss materials in submitted proposals and presentations with the evaluation team and provide professional opinions and advice to the evaluation team throughout the selection process.
- l) Assist in the RFP selection and acquisition process. Contractor will receive offeror questions, research and draft responses in collaboration with the County's Project Manager.

Deliverables

The City and County of Santa Fe are seeking the professional services of a Public Safety Land Mobile (PSLM) Radio System Solution Selection and Consulting Firm to provide deliverables including but not limited to:

- a) Project Management Documents and a Project Management Plan. The Project Management plan will include a communications plan, change management plan, risk and issue register, project status report and a project schedule.

- b) A remote Alternatives and Strategy presentation detailing cost and benefits.
- c) Assess feasibility of PLSM Commercial Solutions and identify potential solution and potential vendors.
- d) Prepare preliminary PLSM Radio system requirements including City of Santa Fe firefighters paging system requirements.
- e) Prepare PLSM Radio solution specifications.
- f) Develop a PLSM Radio Solution Cost Matrix for the RFP.
- g) Prepare an RFP for a Public Safety Land Mobile (PSLM) Radio System Solution and Implementation Services.
- h) Conduct Interviews and Demonstrations.
- i) Perform due diligence on offerors, solutions and system implementation service providers.
- j) Evaluate offerors against criteria and prepare a solution and vendor evaluation report.
- k) Assist the Project Team and Steering Committee to select offeror.
- l) Assist with negotiation and acquisition of PSLM Radio System Solution and implementation services

2. ADDITIONAL SERVICES

- a) The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, upon the County's issuance of a Notice-to-Proceed, to the satisfaction of the County, in accordance with professional standards. Each task will be completed for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.
- b) The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION AND INVOICING

- a) In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
 - 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A, and Federal Engineering's revised Cost Proposal dated January 19, 2017.
 - 2) The total amount payable to the Contractor, including labor, travel, and other direct costs under this Agreement shall not exceed **One Hundred Ninety-nine Thousand Eight**

Hundred Fifty-two dollars and nine cents (\$199,852.09) inclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- b) The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- c) In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- d) Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate two years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for two additional one year terms not to exceed four years in total.

5. TERMINATION

- a) Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of

the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

- b) Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

- a) All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- b) The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- a) The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- b) The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section I (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- a) The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- b) The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- a) In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

- b) Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- c) This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

- a) To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- b) To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

- a) The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's negligent performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- b) The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Attn: Santa Fe County Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: Federal Engineering, Inc.
Attn: Ron Bosco
President and CEO
10600 Arrowhead Drive
Fairfax, VA 22030

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- a) This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- b) This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.
- c) Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

- a) General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- b) General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- c) Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- d) Professional Liability. The Architect shall procure and maintain in full force and effect at all times during the performance of this Agreement, a professional liability (errors and omissions) insurance policy with a policy limit of \$1,000,000.00.
- e) Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints, **CT Corporation Systems, located at 206 South Coronado Avenue, Espanola, New Mexico 87532**, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


1-30-2017
Date

Approved as to form



Gregory S. Shaffer
Santa Fe County Attorney

1-25-17
Date

Finance Department



Don D. Moya
Santa Fe County Finance Director



Date

CONTRACTOR:

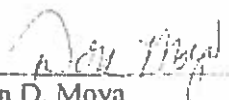
(Signature)

Date

(Print Name)

(Print Title)


Finance Department



Don D. Moya
Santa Fe County Finance Director

1-27-17
Date

CONTRACTOR:



(Signature)

2/1/17
Date

Ronald F. Borro
(Print Name)

President & CEO
(Print Title)

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

PROFESSIONAL SERVICES FOR PUBLIC SAFETY LAND MOBILE RADIO
SYSTEM SELECTION and CONSULTING SERVICES

II. Performance Measures:

- * Contractor effectively performs the activities and services required to accomplish the Deliverables
- * Contractor effectively reports task status
- * Deliverables are completed within their respective due date and aligned with milestones
- * Deliverables are completed accurately and free of grammatical and spelling errors
- * Deliverables are completed within the total compensation amount for each Deliverable, within their respective timeline.

III. Activities:

Professional consultant services for the development and selection of a Public Safety Land Mobile Radio System for Santa Fe County and the City of Santa Fe.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections. **There will be no penalty for Deliverables delivered later than due date.**

A. Deliverable Number 1 - Project Initiation

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Project Initiation Meeting	3 Weeks after NTP	<ul style="list-style-type: none"> • \$23,195.04 All amounts include NM GRT

Task Item	Sub Tasks	Description
Project Initiation Meeting	Sub 1	<ul style="list-style-type: none"> • Contractor will develop a request for information (RFI) and review City and County-supplied system documentation about the existing City and County systems, any previous studies; FCC licenses; as-built documentation; site information including service history of equipment and facilities; inventories; re-banding documentation; any existing memoranda of understanding regarding interoperability with neighboring systems; and other relevant documents necessary to begin assessing the City and County existing radio systems. • Contractor will provide feedback on any missing documents and give the City and County sufficient time to produce the required materials. • Contractor will review and provide feedback on City and County supplied project charter(s). • Contractor will facilitate a kick off meeting and introduce the project and project team. • Contractor will assist with defining the vision, scope and objectives for the project and facilitate a consistent agreed upon view between major stakeholders and the sponsors.

B. Deliverable Number 2 – Project Management Plan

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Project Management Plan	4 Weeks after NTP	<ul style="list-style-type: none"> \$7,731.68 <p>All amounts include NM GRT</p>

Task Item	Sub Tasks	Description
Project Management Plan	Sub 1	<ul style="list-style-type: none"> Contractor will provide a Project Management Plan that includes: <ul style="list-style-type: none"> Communications Management Plan Change Management Plan Risk and Issue register Project Status Reports Schedule Contractor will provide an organizational structure for the project and provide a project directory listing all City/County identified stakeholders and contact information. Contractor will identify, document, and work with the City and County to control and mitigate all risks to the project.
	Sub 2	<ul style="list-style-type: none"> The Contractor will continually coordinate activities with the County and City project managers, involve other stakeholders as needed, and serve as a primary resource to the RECC, City and County.

C. Deliverable Number 3 – Needs Assessment: Interviews and Site Surveys

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Needs Assessment: Interviews and Site Surveys	6 Weeks after NTP	<ul style="list-style-type: none"> \$21,075.46 All amounts include NM GRT

Task Item	Sub Tasks	Description
Needs Assessment: Interviews and Site Surveys	Sub 1	<ul style="list-style-type: none"> Contractor will conduct fact-finding onsite workshops, over 2 days, with current system users, future system users, and stakeholders to understand the current environment (usage, cost, benefits, capabilities, and desired capabilities). Contractor will review and provide feedback on current City and County business processes related to support for new public safety land mobile radio systems. The contractor will interview up to 10 agencies. Contractor will interview the State of New Mexico's Department Of Information Technology RF/LMR Engineering Manager Michael Rohrbacher and/or his designees with the aim of developing requirements enhancing interoperability between City of Santa Fe, County of Santa Fe and State of New Mexico DoIT Radio users, provided that this interview can be arranged while Contractor is either onsite or, if done remotely, prior to finalization of requirements.
	Sub 2	<ul style="list-style-type: none"> Contractor will tour and appraise a mutually agreeable sample of physical locations, up to 5, such as tower sites and local emergency service providers, to understand elements of the current system and inventory equipment. Contractor will review the status of the two radio sites in the City's system, and two radio sites in the County's system as mutually agreed to, as well as the Regional Emergency Communications Center RECC.

D. Deliverable Number 4 – Needs Assessment: Requirements Review Presentation

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Needs Assessment; Requirements Review Presentation	8 Weeks after NTP	<ul style="list-style-type: none"> \$5,268.87 All amounts include NM GRT

Task Item	Sub Tasks	Description
Requirements Review Presentation (Remote)	Sub 1	<ul style="list-style-type: none"> As an outcome of Deliverable 3, Contractor will provide a high level remote presentation summarizing of what was learned from the documents provided by the City and County and data discovered during in the Needs Assessments Interviews and Site surveys.

E. Deliverable Number 5 – DRAFT Requirements Analysis and Definition Matrix

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
DRAFT Requirements Analysis and Definition Matrix	10 Weeks after NTP	<ul style="list-style-type: none"> \$8,145.93 All amounts include NM GRT

Task Item	Sub Tasks	Description
Draft Requirements Analysis and Definition Matrix	Sub 1	<ul style="list-style-type: none"> Contractor will generate a preliminary requirements matrix for the City and County replacement systems. Contractor will designate in the Matrix differentiating between a City Requirement, County Requirement or both a City and County Requirement. Contractor will generate preliminary functional and technical requirements for the City and County replacement systems. Contractor will provide a requirements matrix identifying critical and non-critical requirements Contractor will submit the requirements for review by the City and County teams. Contractor will respond in writing to questions posed by the City and County requirements review teams.

F. Deliverable Number 6 – FINAL Requirements and Definition Matrix

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Final Requirements and Definition Matrix	12 Weeks after NTP	<ul style="list-style-type: none"> \$2,036.48 All amounts include NM GRT

Task Item	Sub Tasks	Description
FINAL Requirements and Definition Matrix	Sub 1	<ul style="list-style-type: none"> Contractor will generate a Final Requirements and Definition Matrix incorporating the comments and changes requested by the City and County teams.

G. Deliverable Number 7 – DRAFT Alternatives Analysis and Strategy Report

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Draft Alternatives Analysis and Strategy Report	14 Weeks after NTP	<ul style="list-style-type: none"> \$29,745.83 <p>All amounts include NM GRT</p>

Task Item	Sub Tasks	Description
Draft Alternatives Analysis and Strategy Report	Sub 1	<ul style="list-style-type: none"> Contractor will identify at least 2 alternatives that meets stated user requirements and evaluate pros and cons for each. Contractor will provide knowledge about the PSLM Radio System vendor and technology market and evaluate the feasibility of the market to satisfy City and County requirements. Contractor will perform due diligence on all probable offerors and identify any areas of concern. Contractor will provide an analysis that addresses the cost benefits of each alternative. Contractor will provide a recommended alternative. Contractor will provide a document identifying all infrastructure equipment that can be repurposed and used in the replacement systems. <ul style="list-style-type: none"> Contractor will identify the high-level software/hardware modifications necessary for use in a P25 compliant system for each reusable device. Contractor will identify available options for a Firefighter's Paging system and will identify Pros and Cons of each alternative.

H. Deliverable Number 8 – FINAL Alternatives Analysis and Strategy Report

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Final Alternatives Analysis and Strategy Report	18 Weeks after NTP	<ul style="list-style-type: none"> • \$15,935.27 <p>All amounts include NM GRT</p>

Task Item	Sub Tasks	Description
FINAL Alternatives Analysis and Strategy Report	Sub 1	<ul style="list-style-type: none"> • Contractor will generate a Final Alternatives Analysis and Strategy Report.

I. Deliverable Number 9 – DRAFT Technical Specs/RFP

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Draft Technical Specifications and Request for Proposal	22 Weeks after NTP	<ul style="list-style-type: none"> \$31,805.70 All amounts include NM GRT

Task Item	Sub Tasks	Description
Draft Technical Specifications	Sub 1	<ul style="list-style-type: none"> Contractor will provide a Technical Specifications document based on the approved requirements and recommended solution(s) for a PSLM Radio replacement to include a replacement Firefighter's Paging System.
Draft Request for Proposal	Sub 2	<ul style="list-style-type: none"> Consultant will prepare written vendor requirements for a new City and County PSLM Radio system(s) detailing system requirements and specifications so that it can be integrated into the County RFP template. Contractor will utilize its expert knowledge of the 9-1-1 industry to determine and ensure the City and County's current and future interoperability requirements are addressed in the scope of work. Contractor will provide a Proposal Cost Matrix for the RFP so that costs can be easily compared between proposals. Contractor will work with the City and County to develop evaluation criteria for determining vendor qualifications and capabilities, compliance with functional/technical specifications, and other relevant evaluation factors. Contractor will submit the Technical Specs and RFP to the County and City for review and feedback.

J. Deliverable Number 10 – FINAL Technical Specs/RFP

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Final Technical Specifications and Request for Proposal	24 Weeks after NTP	<ul style="list-style-type: none"> \$4,228.55 <p>All amounts include NM GRT</p>

Task Item	Sub Tasks	Description
FINAL Technical Specifications and Request for Proposal	Sub 1	<ul style="list-style-type: none"> Contractor will provide a Final Technical Specifications and RFP incorporating changes and feedback provided by the County and City

K. Deliverable Number 11 – DRAFT Solution and Vendor Evaluation Report

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Draft Solution and Vendor Evaluation Report	32 Weeks after NTP	<ul style="list-style-type: none"> \$28,377.02 All amounts include NM GRT

Task Item	Sub Tasks	Description
DRAFT Solution and Vendor Evaluation Report	Sub 1	<ul style="list-style-type: none"> Contractor will provide a preliminary evaluation report of the vendor responses to the RFP. Contractor will evaluate the vendor RFP responses based on the evaluation criteria and prepare a Vendor Evaluation Report to assist the City and County in their selection of the desired offeror or solution. Contractor will submit the report to the City for review by the Evaluation team. Contractor will respond to questions posed by the Evaluation team.

L. Deliverable Number 12 – FINAL Solution and Vendor Evaluation Report

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Draft Solution and Vendor Evaluation Report	36 Weeks after NTP	<ul style="list-style-type: none"> \$7,094.26 All amounts include NM GRT

Task Item	Sub Tasks	Description
FINAL Solution and Vendor Evaluation Report	Sub 1	<ul style="list-style-type: none"> Contractor will provide a Final Solution and Vendor Evaluation Report of the vendor responses to the RFP. Contractor will (if necessary) incorporate feedback and clarifications, as appropriate, from the Evaluation team into the Final Report.

M. Deliverable Number 13 – Onsite Vendor Negotiations

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Onsite Vendor Negotiations	44 Weeks after NTP	<ul style="list-style-type: none"> \$15,212 All amounts include NM GRT

Task Item	Sub Tasks	Description
Onsite Vendor Negotiations	Sub 1	<ul style="list-style-type: none"> Contractor will provide 52 hours of negotiation support to the City and County during the vendor contract negotiation process, including two days spent on site, plus required travel time and expenses for onsite work. <ul style="list-style-type: none"> Contractor will provide expert technical recommendations and advice to the Steering Committee during the entire evaluation process. Contractor will research and draft responses to technical questions concerning the RFP, in collaboration with the City and County's Project Managers, and develop a process between the County's procurement office and the contractor to assure that questions are forwarded to the contractor project manager in a timely manner and the contractor will respond in a like fashion.

		<ul style="list-style-type: none">○ Contractor will attend up to two days of presentations, interviews, and/or demonstrations by radio system vendors acting as a technical resource to the County and City.
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