

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Federal Engineering, Inc. with an address at 10560 Arrowhead Drive, Suite 100, Fairfax, VA 22030 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Carl Thornton at phone number (805) 681-5581 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rajit Jhaver at phone number (480) 650-7679 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advanced written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Carl Thornton, Communications Manager, 4568 Calle Real, Santa Barbara, CA 93110-1306,  
(805) 681-5581

To CONTRACTOR: Ronald F. Bosco, President, 10560 Arrowhead Drive, Suite 100, Fairfax, VA 22030, (703) 359-8200

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on July 13, 2021 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any

potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State

Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period.

Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence

therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

#### **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

#### **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

#### **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

#### **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

#### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

#### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

#### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of inconsistency between the Exhibits attached to the Agreement, interpretation of the Agreement shall prevail over the Exhibits, Exhibits A, B, and C shall prevail over Exhibits E and D, and Exhibit E shall prevail of Exhibit D. Notwithstanding any statement in this Agreement, including the Exhibits, that any information contained therein is proprietary and/or confidential, any limitations on disclosure will be subject to disclosures that are otherwise required by law, including but not limited to disclosure pursuant to the Public Records Act (Cal. Gov. Code Section 6250 et seq.), as determined by COUNTY in its sole discretion.

**33. NON-SOLICITATION**

For a period of one (1) year from the expiration or termination of the Agreement, COUNTY and CONTRACTOR agree not to directly solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of services under the Agreement unless COUNTY or CONTRACTOR, whichever the case may be, grants its consent in writing. Direct solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, trade publications, or other solicitations not directed at particular individuals.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Federal Engineering, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: *Shirley Olabuenaga*  
Deputy Clerk

By: *Bob McKee*  
Chair, Board of Supervisors

Date: 7/13/2021

**RECOMMENDED FOR APPROVAL:**

Department of General Services

**CONTRACTOR:**

Federal Engineering, Inc.

DocuSigned by:  
*Janette D. Pell*  
1F8A9BD673A445F  
Janette D. Pell

36A9E5A202BC417  
*Ronald F. Bosco*  
DocuSigned By: Ronald F. Bosco  
Authorized Representative

Name: Ronald F. Bosco

Title: President

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
*[Signature]*  
D0A627A89DD64A5  
Deputy County Counsel

DocuSigned by:  
*[Signature]*  
A99ED5BD71D04EB  
Deputy

**APPROVED AS TO FORM:**

Risk Management

DocuSigned by:  
*Ray Aromatorio*  
D3DB8528E16F47F  
Risk Management



## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work (hereafter SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein.

#### Background

The County of Santa Barbara has a diverse radio communications environment, with several different land mobile radio systems deployed to meet specific operational needs of County departments. These systems are in different stages of their lifecycle, and each have varying technologies and capabilities. The County needs to replace the Public Safety Radio System as it is nearing end-of-life. The replacement system must meet public safety standards for performance and reliability and provide robust radio communications for the next 10-20 years. The County would consider consolidating systems where it can provide efficiencies and reduce operating costs.

This Agreement covers work to be performed for Phases 5, which is intended to be completed within the term stated in the Agreement at Article 4 (Term).

The SOW is based on the CONTRACTOR response to the COUNTY's PUBLIC SAFETY RADIO SYSTEM REPLACEMENT PROJECT RFP # 186043 (Exhibit D, attached to the Agreement); Interview Clarifications (Exhibit E, attached to the Agreement); Phase 5 (Exhibit F, attached to this agreement); and includes the following phase:

#### Phase 5: PHASE 5 – SYSTEM IMPLEMENTATION SERVICES

In the event the Agreement is terminated, and without limiting the terms of the Agreement, CONTRACTOR shall deliver to COUNTY, in printed and on electronic media, where applicable, all data, drawings, reports, and other materials that have been collected, created or developed pursuant to the SOW.

#### Phase 5: System Implementation Services

This phase of the SOW shall be successfully completed upon CONTRACTOR's delivery to COUNTY of the Phase 5 deliverables in printed format and on softcopy media.

Following are the major tasks to be completed by CONTRACTOR after execution of the Board Approved Agreement:

- 1 PROJECT START DATE
  - 1.1 CONTRACTOR shall start work within 2 weeks of receiving notice of Board approval and assign a Project Manager.
- 2 PROJECT MANAGER
  - 2.1 CONTRACTOR shall assign the same Project Manager, who completed Phases 3 & 4 under Board Contract # 18-174.
- 3 Task 1 Implementation Project Management

FE will review project planning and assess whether vendor is compliant with the contract with regard to system requirements, schedule, and cost milestones. FE's implementation project management tasks will align with the vendor's schedule and will include the following:

- 3.1 FE's project team will attend a 4-hour Implementation Kickoff Meeting in person to discuss project goals, objectives, tasks, schedule, and deliverables with the County and the selected vendor. The vendor will publish the agenda and schedule the meeting and the County will provide the meeting room
  - 3.2 FE's project team will participate in weekly one-hour project status calls with the County
  - 3.3 Our project team will participate in four-hour monthly onsite project status meetings with the County and vendor. The vendor will publish the agenda and schedule the meetings and the County will provide the meeting room. FE's Project Manager and Technical Lead will attend the monthly meetings onsite and the Director will be onsite quarterly
  - 3.4 FE's project team will participate in weekly one-hour project status calls with the County and vendor. The vendor will schedule the calls
  - 3.5 Our project team will hold weekly 30-minute project team calls to discuss the schedule, outstanding issues and work assignments
  - 3.6 Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats
  - 3.7 Maintain an independent punch list of issues requiring resolution, including issue, responsible party, target date for completion, actual date of completion, and resolution
  - 3.8 Assist the County 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 County
  - 3.9 Coordinate with the County project management team
- 4 Task 2: Preliminary Design Review (PDR) and Final Design Review (FDR)

FE will participate in the radio system vendor's contract/preliminary design review and a final design review. These design reviews will be as defined in the vendor's contract. Tasks performed include:

- 4.1 Review vendor PDR documents and FE's Project Manager and Technical Lead will attend a three-day onsite PDR design presentation by the vendor. The review includes items identified in the vendor's project plan, such as:
  - Project schedule
  - Individual site designs
  - Frequency plan
  - Fleet mapping
  - Detailed LMR and microwave backhaul system design

- Equipment list (by site)
  - System drawings
  - Factory acceptance test plans and procedures (FATP)
  - Site testing plans and procedures
  - Radio coverage methodology and coverage acceptance test plan (CATP)
  - Cutover plan
  - System acceptance test plan
  - Training plan
  - List of manuals and documentation
- 4.2 Work with the County and vendor to identify and document deficiencies in a punch list and provide recommendations to correct the deficiencies
- 4.3 Assist the County with formal change management processes, if any, resulting from the PDR
- 4.4 Review FDR documents and FE's Project Manager and Technical Lead will attend a two- day onsite FDR presentation by the vendor to assure the successful resolution of PDR punch list items CONTRACTOR shall conduct weekly progress meetings either onsite and/or by web collaboration. Meeting notes shall be prepared by CONTRACTOR for each of the weekly review meetings.
- 5 Task 3: Factory Acceptance Test (FAT), Equipment Delivery, Staging and Installation Verification
- 5.1 FE's Technical Lead will attend a one-week system FAT at the vendor's facility, acting as the County's technical advisor
- 5.2 FE will inspect each site once following the completion of the vendor's installation work to assess whether the equipment installations are in accordance with the specifications and meet good workmanship and industry best practices. FE will perform the following inspection-related activities:
- Inspect site installation work
  - Inspect LMR and microwave equipment installations
  - Witness vendor site tests
  - Review site punch lists and determine if corrective actions have been completed
- 6 Task 4: Coverage and System Testing
- During radio coverage and system acceptance test activities FE will:
- 6.1 Witness coverage tests, by accompanying the system vendor to assess methodology and data collection compliance. FE and the County will mutually define the coverage testing area for

which FE will accompany the vendor. FE's Technical Lead will be onsite for the first week of coverage testing

- 6.2 Review coverage test results
  - 6.3 Witness the functional LMR and microwave backhaul system acceptance testing
  - 6.4 Develop and provide a memo to the County documenting coverage and system acceptance testing deficiencies and recommendations for to corrective actions
  - 6.5 FE will review punch list items and assess retesting results to confirm that the deficiencies have been corrected
- 7 Task 5: System Acceptance and Cutover
- 7.1 FE will review the vendors cutover plan to identify deficiencies and assist the County in negotiating final changes to the cutover plan with the vendor
  - 7.2 Upon correction of deficiencies and completion of punch list and documentation items, FE will recommend that the County accept the system and allow the vendor to proceed with the cutover
  - 7.3 FE's Technical Lead will witness the one-day system cutover to determine if procedures are executed properly and success criteria are met
- 8 Task 6: Documentation and Training
- FE will perform the following tasks:
- 8.1 Assess the manuals identified in the contract for compliance
  - 8.2 Determine if corrections have been made to the final manuals by the vendor after final system acceptance testing and discrepancies are corrected
  - 8.3 Review as-built drawings
  - 8.4 Review training plans and curricula and make recommendations for modifications as necessary
  - 8.5 Review the vendor's decommissioning plan and provide feedback as required
- 9 Task 7: Project Closeout
- Following approval of the 30-day burn-in testing, FE will:
- 9.1 Assess acceptance of final project deliverables
  - 9.2 Confirm that all punch list items have been completed and approved
  - 9.3 Make a recommendation pertaining to approval for outstanding payments
  - 9.3.1
- 10 CONTRACTOR to provide tasks deliverables as identified above and complete the following Table 1 – Completion Checklist.

Table 1: Completion Checklist	
Deliverables	Completed (Y/N)
1. Task 1: Implementation Project Management	
2. Task 2: Preliminary Design Review (PDR) and Final Design Review (FDR)	
3. Task 3: Factory Acceptance Test (FAT), Equipment Delivery, Staging and Installation Verification	
4. Task 4: Coverage and System Testing	
5. Task 5: System Acceptance and Cutover	
6. Task 6: Documentation and Training	
7. Task 7: Project Closeout	

End of Phase 5.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **943,063**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. MONTHLY, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B-1****Schedule of Fees**

<b>Position</b>	<b>Hourly Rate</b>
<b>Project Manager</b>	\$180
<b>Senior Consultant</b>	\$180
<b>Project Director</b>	\$215

**Note:** Yearly estimates of labor, travel and additional consulting labor are listed in the table below.

<b>Year</b>	<b>Labor</b>	<b>Travel</b>	<b>Additional Consulting labor</b>	<b>Total</b>
1	\$256,116	\$38,590	\$58,941	\$353,647
2	\$163,204	\$27,000	\$38,041	\$228,245
3	\$259,194	\$41,782	\$60,195	\$361,171
<b>Total</b>	<b>\$678,514</b>	<b>\$107,372</b>	<b>\$157,177</b>	<b>\$943,063</b>

CONTRACTOR shall invoice based on the hourly rates outlined in Exhibit B-1 Schedule of Fees above. Travel costs are estimated. Any additional consulting labor will be authorized by the COUNTY via a change order based on Schedule A listed in Exhibit F.

CONTRACTOR shall notify the COUNTY DESIGNATED REPRESENTATIVE when services performed have exceeded 80% of the fiscal year's not to exceed amount.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

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



1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**EXHIBIT D**

**RFP RESPONSE**

RFP # 18643 response incorporated by reference.

EXHIBIT E

INTERVIEW CLARIFICATIONS

County of Santa Barbara Radio System RFP #186043

Ref #	Interview Action Items	Federal Engineering Response	Fees	Fed Eng
1	Does Phase 1 include all pricing elements, such as labor and expenses?	Yes		
2	Does Phase 2 include all pricing elements, such as labor and expenses?	Yes	Phase 1	\$ 171,059
3	Are the two monthly onsite meetings included in the fees?	Yes, our firm fixed fee proposal for Phases 1, 2, and 3 includes two monthly onsite meetings. For the Phase 4 and 5 Time and Material (T&M) proposals, <i>FE</i> will develop specific Task Orders based on the County's requested scope of work at the beginning of these phases.	Phase 2	\$ 128,838
			Phase 3	\$ 41,147
			Phase 4	\$ 20,248
			Phase 5	\$ 43,214
4	Does your proposal include conducting site surveys for all (29) sites? If not, provide additional cost.	Yes, our proposal includes a two-person team conducting site surveys for all (29) sites.	Total Phase 1 & 2	\$ 299,897
5	Proposal is valid till September 17, 2017, (120 days) from submission. Would the proposal still be valid after this date?	Yes	Total All Phases	\$ 404,506
6	The fees are contingent on Federal Engineering conducting all the five phases. What happens, if the County chooses only 2?	<i>FE</i> understands that Phases 3, 4, and 5 are optional. The Phase 1 and 2 Firm Fixed Price proposal remains the same, if the County chooses only two.		
7	No hard copies of the reports will be provided. What is the cost to provide hard copies?	<i>FE</i> agrees to provide hard copies at no additional cost.		
8	The RFP response say, delays will result in a change order. What will constitute the delays and how much will it the change order be?	<i>FE</i> does not anticipate any delays or change orders in Phases 1-3. The primary factor constituting delays would be vendor delays in Phases 4 or 5 that significantly extend the project schedule beyond five years. Any change orders would be negotiated with the County. <i>FE</i> rarely issues change orders on our projects unless a client requests additional services to the original scope of work.		
9	The hourly rates do not include expenses, how are the expenses calculated and billed?	The firm fixed price for Phases 1-3 includes all labor, travel, and other expenses. Invoices for Phases 1 - 3 will be milestone based. For Phases 4 and 5, which are proposed on a time and materials basis, travel expenses will be calculated at the Federal GSA rates plus 20 percent to account for general and administrative costs. However, should Santa Barbara have specific travel policies and rates that are applicable to consultants, <i>FE</i> will comply. Invoices for Phases 4 and 5 will be issued monthly detailing the hours worked by individuals and any expenses with supporting documentation.		
10	Could the hourly rates be firm during the life of the project?	Yes		
11	Provide hourly rates breakdown by staff category for both Phase 4 and 5.	The Phase 4 and 5 T&M hourly rates are shown in the Schedule A Hourly Rate Chart included in Section 6.3 of our proposal. The work performed during these phases will be a mix of Project Manager, Senior Consultant, and Consultant resulting in an average hourly rate of \$168 for Phase 4 and \$144 for Phase 5.		
12	Provide email copy of the Interview PowerPoint.	See PDF of the Interview presentation, attached to this response.		
12	Confirm your pricing includes computer based propagation analysis as well as conducting actual field trials (using a spectrum analyzer or like manner measuring device) to show the difference in perceived audio quality, signal strength, and end-user functionality differences between the two, comparing them back to back in weak and strong signal areas.  If pricing is not included for field trials, please update your pricing in Column C.	See detailed response on the next page.  Federal Engineering's original cost proposal does not include field testing of the existing system since it was not required by the County's RFP. Should the County desire field coverage testing of a system, <i>FE</i> will be happy to conduct the tests, as we have for other clients, for an additional cost of \$6,880 for a total Phase 1 of \$177,939.		
13	End of List			

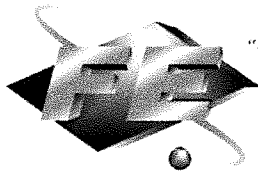
July 10, 2017

Page 1 of 1

## **EXHIBIT F**

### **PHASE 5 – SYSTEM IMPLEMENTATION SERVICES**

Phase 5 pricing for Statement of Work starts on next page, and is based on Federal Engineering's response to the RFP # 186043. Detailed description of Phase 5 Statement of Work is provided in EXHIBIT A – STATEMENT OF WORK.



*"Unleashing the Power of Technology"*

**Federal  
Engineering®**

**Federal Engineering, Inc.**

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

**STATEMENT OF WORK (SOW)**  
Issued: 6/3/2020

**ATTACHMENT TO PSA WITH FEDERAL ENGINEERING**  
**CONTRACT NO.: 17-00914**  
**Dated: 12/12/2017**

## **TASK ORDER**

### **SANTA BARBARA COUNTY PUBLIC SAFETY RADIO NETWORK PROJECT PHASE 5 – SYSTEM IMPLEMENTATION SERVICES**

#### **1. INTRODUCTION AND ISSUES**

##### **1.1 Project Overview**

Federal Engineering, Inc. (*FE*) has completed the first three phases (Inventory and Needs Analysis, Alternatives Analysis and Request for Proposals Development) of our consulting services project with Santa Barbara County (County) for the upgrade of the County Public Safety Radio Network and is currently working on Phase 4, System Procurement Process and Contract Negotiations. This task order for Phase 5, System Implementation Services, is for *FE* to provide project management and technical support during the implementation phase of the project, as described in *FE's* original proposal to the County and detailed in our scope of work for these services as presented below.

The system implementation phase services described herein include project initiation, planning and design review and extend through installation, testing, cutover, and final acceptance. *FE* will provide the County with the input necessary to identify and mitigate risks and create a proactive project management environment.

*FE* will track and manage scope, schedule, and budget to assess the level of vendor compliance and help support a smooth and orderly transition from the legacy radio system to the new radio system. *FE's* Project Manager will effectively allocate the appropriate resources to perform work at a high level of quality that meets the scope of work, as identified herein.

## 1.2 Project Assumptions

*FE's* scope of work is based on the following assumptions:

- *FE* anticipates that the project duration will be three years from vendor contract award to final system acceptance, and support efforts and timing will vary according to the vendors project schedule
- The *FE* Project Manager will be the County's point of contact and will participate in project status and design review meetings. The *FE* Project Manager will also identify and coordinate additional resources as needed
- Our Technical Lead will perform the role of technical advisor to review the vendor's system design deliverables, inspect vendor site and equipment installation work, witness acceptance tests and system cutover and develop *FE's* response to Contractor submittals and change orders. *FE's* Technical Lead will participate in project status and design review meetings
- The *FE* Director will provide overall project oversight and guidance to the County and our project team, as well as high level issue resolution and negotiations as needed
- This SOW includes travel to support the tasks identified below. *FE* requests that the County provide approval for each trip at least 2 weeks prior to the travel date to get the most competitive pricing

## 2. TASKS TO BE PERFORMED

### 2.1 Task 1: Implementation Project Management

*FE* will review project planning and assess whether vendor is compliant with the contract with regard to system requirements, schedule, and cost milestones. *FE's* implementation project management tasks will align with the vendor's schedule and will include the following:

1. *FE's* project team will attend a 4-hour Implementation Kickoff Meeting in person to discuss project goals, objectives, tasks, schedule, and deliverables with the County and the selected vendor. The vendor will publish the agenda and schedule the meeting and the County will provide the meeting room
2. *FE's* project team will participate in weekly one-hour project status calls with the County
3. Our project team will participate in four-hour monthly onsite project status meetings with the County and vendor. The vendor will publish the agenda and schedule the meetings and the County will provide the meeting room. *FE's* Project Manager and Technical Lead will attend the monthly meetings onsite and the Director will be onsite quarterly
4. *FE's* project team will participate in weekly one-hour project status calls with the County and vendor. The vendor will schedule the calls
5. Our project team will hold weekly 30-minute project team calls to discuss the schedule, outstanding issues and work assignments

6. 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. Maintain an independent punch list of issues requiring resolution, including issue, responsible party, target date for completion, actual date of completion, and resolution
8. Assist the County 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 County
9. Coordinate with the County project management team

## **2.2 Task 2: Preliminary Design Review (PDR) and Final Design Review (FDR)**

*FE* will participate in the radio system vendor's contract/preliminary design review and a final design review. These design reviews will be as defined in the vendor's contract. Tasks performed include:

1. Review vendor PDR documents and *FE's* Project Manager and Technical Lead will attend a three-day onsite PDR design presentation by the vendor. The review includes items identified in the vendor's project plan, such as:
  - Project schedule
  - Individual site designs
  - Frequency plan
  - Fleet mapping
  - Detailed LMR and microwave backhaul system design
  - Equipment list (by site)
  - System drawings
  - Factory acceptance test plans and procedures (FATP)
  - Site testing plans and procedures
  - Radio coverage methodology and coverage acceptance test plan (CATP)
  - Cutover plan
  - System acceptance test plan
  - Training plan
  - List of manuals and documentation
2. Work with the County and vendor to identify and document deficiencies in a punch list and provide recommendations to correct the deficiencies
3. Assist the County with formal change management processes, if any, resulting from the PDR
4. Review FDR documents and *FE's* Project Manager and Technical Lead will attend a two-day onsite FDR presentation by the vendor to assure the successful resolution of PDR punch list items



### **2.3 Task 3: Factory Acceptance Test (FAT), Equipment Delivery, Staging and Installation Verification**

1. **FE's** Technical Lead will attend a one-week system FAT at the vendor's facility, acting as the County's technical advisor
2. **FE** will inspect each site once following the completion of the vendor's installation work to assess whether the equipment installations are in accordance with the specifications and meet good workmanship and industry best practices. **FE** will perform the following inspection-related activities:
  - Inspect site installation work
  - Inspect LMR and microwave equipment installations
  - Witness vendor site tests
  - Review site punch lists and determine if corrective actions have been completed

### **2.4 Task 4: Coverage and System Testing**

During radio coverage and system acceptance test activities **FE** will:

1. Witness coverage tests, by accompanying the system vendor to assess methodology and data collection compliance. **FE** and the County will mutually define the coverage testing area for which **FE** will accompany the vendor. **FE's** Technical Lead will be onsite for the first week of coverage testing
2. Review coverage test results
3. Witness the functional LMR and microwave backhaul system acceptance testing
4. Develop and provide a memo to the County documenting coverage and system acceptance testing deficiencies and recommendations for to corrective actions
5. **FE** will review punch list items and assess retesting results to confirm that the deficiencies have been corrected

### **2.5 Task 5: System Acceptance and Cutover**

1. **FE** will review the vendors cutover plan to identify deficiencies and assist the County in negotiating final changes to the cutover plan with the vendor
2. Upon correction of deficiencies and completion of punch list and documentation items, **FE** will recommend that the County accept the system and allow the vendor to proceed with the cutover
3. **FE's** Technical Lead will witness the one-day system cutover to determine if procedures are executed properly and success criteria are met

### **2.6 Task 6: Documentation and Training**

**FE** will perform the following tasks:

1. Assess the manuals identified in the contract for compliance

2. Determine if corrections have been made to the final manuals by the vendor after final system acceptance testing and discrepancies are corrected
3. Review as-built drawings
4. Review training plans and curricula and make recommendations for modifications as necessary
5. Review the vendor's decommissioning plan and provide feedback as required

### **2.7 Task 7: Project Closeout**

Following approval of the 30-day burn-in testing, *FE* will:

1. Assess acceptance of final project deliverables
2. Confirm that all punch list items have been completed and approved
3. Make a recommendation pertaining to approval for outstanding payments

### **3. OPTIONAL IMPLEMENTATION SUPPORT SERVICES**

*FE* can provide optional services, in addition to the services outlined in Section 2, if required by the County, according to the hourly rate schedule. Optional assignments may consist of any of the following:

- FE* may conduct system capacity analysis or improvement studies
- FE* may conduct site analysis and radio system analysis
- FE* may offer informal advice or conduct technical research
- FE* may assist in administrative issues such as FCC license modifications or renewals
- FE* may interface with County management and radio systems users
- FE* may provide support during decommissioning activities
- FE* may generate RFPs, RFIs, and RFQs
- FE* may review proposals from vendors
- FE* may conduct meetings with vendors and assist the County in contract negotiations
- FE* may perform program planning and design reviews
- FE* may perform analyses of radio operations and system/technology utilization and develop improvement recommendations
- FE* may conduct special presentations on select subjects
- FE* may provide support in areas such as consulting, operations, engineering, or administration for public safety technology including, but not limited to, land mobile radio, Next Generation 9-1-1, CAD, RMS, and PSAP-related services
- FE* may perform other tasks as directed by the County Project Manager

- FE* may conduct program review meetings or technical seminars
- FE* may conduct oral presentations on requested subjects
- FE* may generate program plans using Microsoft Project and other software
- FE* may generate brief memoranda, reports, or white papers on findings
- FE* may participate at meetings to support findings or to discuss assignments

#### 4. SCHEDULE

This task order assumes a three-year implementation period and will begin upon execution of the County's contract with the selected vendor. The execution of *FE's* tasks will coincide with the vendors project schedule.

#### 5. STAFFING/ORGANIZATION

Keith Estes, Senior Consultant, will serve as the project manager with technical support from Luis Camarillo, Senior Consultant, and other *FE* staff as necessary. Rajit Jhaver will serve as Project Director.

#### 6. ESTIMATED ANNUAL COST

*FE* will bill for the services described in Section 2 on a time and materials basis. The estimated total cost for labor and travel expenses is \$872,142. A breakdown of the estimated annual labor and travel costs is presented in the table below, assuming a three-year implementation period.

Year	Labor	Travel	Total
July 1, 2020 – June 30, 2021	\$273,020	\$38,590	\$311,610
July 1, 2021 – June 30, 2022	\$190,000	\$27,000	\$217,000
July 1, 2022 – June 30, 2023	\$301,750	\$41,782	\$343,532
<b>TOTAL</b>	<b>\$764,770</b>	<b>\$107,372</b>	<b>\$872,142</b>

#### 7. INVOICING

*FE* will submit monthly invoices to the County with a breakdown of labor, travel, and other direct charges for the previous month. All tasks identified in Section 2 will be performed on a time and materials basis in accordance with the rates shown in our current Schedule A. These rates will be reviewed annually in January and adjusted by a mutually agreeable amendment between *FE* and the County.

#### 8. COST FOR OPTIONAL SERVICES

*FE's* services for the optional tasks listed in Section 3 will be authorized by mutual agreement between *FE* and the County. Optional tasks will be performed on a time and materials basis in accordance with the rates in Schedule A for the respective year, or on a fixed-price basis as mutually agreed upon in a task order between *FE* and the County.

## 9. BASIS FOR THIS SCOPE OF WORK

1. *FE* professionals will be directed by the County Project Manager or his 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. *FE* will notify the County should additional funds be needed to complete the required tasks and a mutually agreeable amendment to this SOW will be executed by both parties.
2. *FE* will provide draft and final deliverables electronically to Santa Barbara County, California.
3. This proposal assumes that County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
4. 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*.
5. *FE's* ability to fulfill this task depends, in part, on the willingness and ability of Santa Barbara 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.
6. This proposal is based upon a start date on or before October 1, 2020 and assumes a three-year schedule to completion. The schedule for implementation services will be adjusted after determination of the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the 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.
7. *FE* 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 the County.
8. *FE* will notify the County should additional funds be needed to complete the required tasks and a mutually agreeable amendment to this SOW will be executed by both parties.



County of Santa Barbara, California  
Public Safety Radio System Replacement Project

6.3 Hourly Rates (RFP Page 18.5.c)

c. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

If required by the County of Santa Barbara, FE can provide additional services in accordance with the rate schedule below.

SCHEDULE A  
LONG-TERM CONSULTING RATES

Principal	\$ 305.00 per hour
Vice President	\$ 275.00 per hour
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 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).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***



## EXHIBIT G

### Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

**A. REMEDIES FOR NONCOMPLIANCE.**

i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- a. Require payments as reimbursements rather than advance payments;
- b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- c. Require additional, more detailed financial reports;
- d. Require additional project monitoring;
- e. Requiring CONTRACTOR to obtain technical or management assistance; or
- f. Establish additional prior approvals.

2. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. During the performance of this Agreement, CONTRACTOR agrees as follows:

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **3. CLEAN AIR ACT.**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **4. FEDERAL WATER POLLUTION CONTROL ACT.**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **5. DEBARMENT AND SUSPENSION.**

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).**

CONTRACTOR shall file the required certification attached as Exhibit \_\_\_\_\_, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**7. PROCUREMENT OF RECOVERED MATERIALS.**

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**8. CHANGES.**

A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;



- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
  - a. What line items have been or may be affected by the alleged change;
  - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

**B. Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

**C. COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;
- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

**D. Equitable Adjustments.**

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
  - a. In the contract price or delivery schedule or both; and
  - b. In such other provisions of the Agreement as may be affected.

ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

**9. ACCESS TO RECORDS.** The following access to records requirements applies to this Agreement:

- A.** CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

**10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**12. NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

**14. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

**EXHIBIT H**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

36A9E5A202BC417  
*Ronald F. Bosco*  
DocuSigned By: Ronald F. Bosco

Signature of Contractor's Authorized Official  
Ronald F. Bosco

President and CEO

Name and Title of Contractor's Authorized Official

6/24/2021 | 11:44 AM PDT

Date