

**AMENDMENT TO AGREEMENT
BETWEEN LEVY COUNTY
and
FEDERAL ENGINEERING, INC.**

This Amendment to Agreement (“Amendment”) is made and entered into by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as “County”), and FEDERAL ENGINEERING, INC., 10560 Arrowhead Drive, Fairfax, VA 22030 (hereinafter referred to as “FE”), effective as of the 1st day of July, 2021.

WITNESSETH:

WHEREAS, County and FE entered into an agreement for consulting services for County’s communications systems, dated as of December 8, 2020 (herein the “Agreement”); and

WHEREAS, the Agreement contemplated that in the event County desires FE to perform additional services referenced in the Proposal (as that term is defined in the Agreement), the parties would enter into an addendum to the Agreement to provide for such additional services; and

WHEREAS, FE completed the consulting services contained in the Proposal as provided in the Agreement and County and FE now desire to amend the Agreement by adding additional services to be provided by FE to County as contemplated in the Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and FE agree as follows:

**ARTICLE 1
DEFINITIONS AND DOCUMENT PRECEDENCE**

1.1 Any terms defined in the Agreement will have the same meanings in this Amendment as in the Agreement, unless the context clearly indicates otherwise.

1.2 In the event of any conflict between the documents that constitute the Agreement, as amended by this Amendment, the documents will take precedence in the following order:

- 1) This Amendment
- 2) The Agreement;
- 3) The SOW (as defined herein); and
- 4) The Proposal.

ARTICLE 2
ADDITIONAL SERVICES

2.1 FE shall perform the services contained in the Statement of Work issued May 10, 2021 (herein "SOW") in accordance with the provisions of the Agreement, this Amendment, and any professional standards contained in such SOW. The SOW is attached and hereby specifically made part of this Agreement as if same had been set forth at length herein.

2.2 FE shall perform the services and materials set forth in the SOW in the times allowed for performance contained in the SOW.

2.3 The parties agree that the rates set forth in Schedule A of the SOW will only apply in the event that County requires or requests FE to provide optional services set out in the SOW or any additional services. In the event that County requests FE to perform such optional or additional services, the Terms and Conditions contained in Schedule A of the SOW, will be amended as follows:

- a) Terms and Conditions 1 and 3 will remain unchanged.
- b) Terms and Conditions 2 will be deleted amended so that any travel, per diem, subsistence or mileage costs of FE personnel or subconsultants will be limited to compensation for "authorized persons" (as that term is defined in Section 112.061(2), Fla. Stat.) as provided in Section 112.061(14), Fla. Stat., and Levy County Resolution 2013-09. The other provisions of Terms and Conditions 2 not affected by this amendment will remain in effect.
- c) Terms and Conditions 4 will be amended so that invoice review provisions and payment terms will be replaced by Section 5.5 of the Agreement. FE will be required to submit invoices monthly as provided in Terms and Conditions 4.

ARTICLE 3
TERM/TERMINATION

3.1 The term of the Agreement shall be extended for an additional twenty-two (22) weeks from the date of this Amendment as set out in the SOW, or until FE completes all services and provides all products contained in the SOW under the Agreement as amended by this Amendment, and County accepts such services and products as satisfactory, whichever is later, unless otherwise terminated in accordance herewith.

ARTICLE 4
PAYMENT FOR SERVICES

4.1 County shall pay to FE the total fixed price cost, including all labor, travel and other direct costs, a not to exceed amount of Sixty-Seven Thousand Four Hundred Forty Dollars

(\$67,440) for FE's services performed in accordance with the SOW and this Agreement, as amended by this Amendment.

ARTICLE 5
PROVISIONS OF AGREEMENT

5.1 All provisions of the Agreement not amended by this Amendment shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year set forth below their signatures.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

John Meeks, Chair
Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Anne Bast Brown, County Attorney

FEDERAL ENGINEERING, INC.

By: _____
Ronald Bosco
President and CEO

Date: _____

ATTEST/WITNESS:

Secretary of Corporation

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LR2020-020
5/26/21



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10560 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

STATEMENT OF WORK (SOW)

Issued: May 10, 2021

AMENDMENT TO:

Agreement between

Levy County, FL and Federal Engineering

Dated: December 8, 2020

AMENDMENT 1 PROJECT LEVCOFL: PROC LEVY COUNTY, FLORIDA RADIO SYSTEM PROCUREMENT SUPPORT

1.0 INTRODUCTION AND ISSUES

Building upon prior work done by Federal Engineering (*FE*), Levy County, FL (County) desires to proceed with procurement support of a new Project 25 (P25) standards-based radio system.

This Statement of Work (SOW) describes the work to be completed by *FE* in support of the County.

2.0 TASKS TO BE PERFORMED

FE will assist the County with the following procurement support activities

2.1 Functional Specifications

FE will develop functional specifications and performance requirements for the design, construction, and testing of the new countywide land mobile radio system, described in sufficient detail for proposers to submit comprehensive proposals. The functional specifications section will also be the foundation for vendor proposal evaluation, and will include or address the following:

- System functional and operational requirements
- Proposed sites and connectivity based on the conceptual design
- System reliability and redundancy
- Radio vendor deliverable requirements (i.e., design package, FCC license documents, regional planning committee support, operations and maintenance manuals, test plans and reports, and training manuals)
- Regulatory and standards compliance

- Environmental and other site requirements
- Migration and cutover plans
- System installation and acceptance testing
- Network management
- Training
- Warranty

FE will develop and deliver a *Draft Functional Specifications* section to the County. Following a review of the specifications with the County project team, we will then prepare and deliver the *Final Functional Specifications* section based on review comments from the County project team.

Deliverables: ***Draft Functional Specifications***
Final Functional Specifications

2.2 Procurement Support

FE will assist the County with integration of the functional specifications into a Request for Proposal (RFP).

Following issuance of the RFP, **FE** will attend and participate as needed in the vendor pre-bid meeting and provide a response to all technical questions received by the County and assist with any addenda.

FE will also support the County by providing the following procurement support activities:

- Develop an RFP vendor compliance matrix
- Develop scoring evaluation criteria
- Evaluate up to three vendor proposals
- Prepare a vendor proposals evaluation workbook
- Support proposal review discussions, meetings, and vendor presentations
- Provide subject matter expert support to County vendor selection committee
- Attend final vendor selection meeting (onsite)

2.3 Contract Negotiations

After County notification of award to the selected vendor, **FE** will provide the County with experienced contract negotiations support. The proposed project team has considerable experience negotiating public safety radio systems, equipment, and services, with a

proven track record of saving our clients' money and shifting project risk to the vendor. In preparation for the negotiations, we will re-evaluate the selected proposal in detail, looking for specific items that could impact the final contract, such as the following:

- Extra equipment or software that is not necessary to optimize the system
- Open-ended or vague statements
- Inadequate vendor program management and/or quality assurance
- Unclear or not measurable performance specifications
- Site and acceptance testing that are not representative of true system performance or do not provide adequate test "coverage"
- Coverage and subsystem infrastructure acceptance terms
- Adherence to good workmanship standards
- Payment schedules that favor the vendor such as payments on shipment rather than on receipt and acceptance
- Anything that causes acceptance before testing is complete
- "Beneficial Use" statements not appropriate to the system
- Items that can be split out of the contract and done by the County for a substantially lower cost
- Parts list errors

FE will assist in negotiating the contract using the RFP's Functional specifications, the County's Procurement Policy, and the terms and conditions as a starting point.

2.4 On Call Technical Support – OPTIONAL

As an option and as requested by the County, *FE* can also provide additional assistance with public safety communications planning or implementation support on either a firm fixed price or time and material basis in accordance with the rates shown in the attached Schedule A.

3.0 SCHEDULE

This support agreement will begin upon execution of this SOW and remain active throughout the contract period of performance.

4.0 STAFFING/ORGANIZATION

Mr. Brad Barber, Director of Operations, will oversee the project team with technical support from other *FE* staff as necessary.

5.0 COST

The firm-fixed-price cost for this SOW (excluding optional tasks) is \$67,440 which includes labor, travel, and other direct costs. Should additional funding be required to complete the project, a mutually agreeable SOW amendment will be executed.

5.1 Invoicing

FE proposes the following invoicing schedule:

<i>FE</i> Task Description	Estimated Weeks from Notice to Proceed (NTP)	Cost
Deliver Draft Functional Requirements	6 weeks	\$23,750
Deliver Final Functional Specifications	8 weeks	\$4,250
Deliver compliance matrix and evaluation criteria	10 weeks	\$14,500
Deliver vendor proposal evaluation report	20 weeks	\$16,740
Commence Contract Negotiations	22 weeks	\$8,200
TOTAL		\$67,440

6.0 BASIS FOR OUR SCOPE OF WORK

1. *FE* professionals will be directed by the County 's Project Manager or their designee according to the assignments to be performed. The scheduling of *FE* resources will be mutually agreed upon based upon the needs of the County and the availability of the specific *FE* consultants.
2. This proposal assumes Federal Engineering, Inc. will perform all the tasks as called out in the technical proposal (excluding optional tasks). The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
3. *FE* will provide draft and final deliverables electronically to the County.
4. This proposal assumes that County's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
5. The County and its constituents shall provide the information necessary for *FE* to perform the tasks in Section 2. If the County or its constituents are unable to provide one or more pieces of required information, or if *FE* discovers that the data and information require updating, *FE* will notify the County's Project Manager of the issue. *FE* will then work with the County to develop an additional statement of work to collect this information to be performed on a fixed price or time and materials basis in accordance with the Schedule A rates.

6. The development of design drawings and site development plans, identification of building and other codes, standards, and regulations, acceptance and other test plans, implementation schedules, radio coverage, and all other performance criteria shall be the responsibility of the selected vendor.
7. This SOW assumes that the County has the required procurement boilerplate sections, including legal and administrative requirements, and other information necessary to assemble the RFP package. Should the County require assistance developing this content, **FE** can do so on a fixed price or time and materials basis in accordance with the Schedule A rates.
8. 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**.
9. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the County, County participants, equipment proposers, 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 need periodic revisions based on actual experience and subsequent developments.
10. **FE** will review up to three radio system proposer proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this SOW will be executed by both parties.
11. **FE** shall attend and support up to one day of onsite proposer presentations.
12. The level of effort for contract negotiation support can vary greatly depending upon the winning system proposer and the County's procurement practices. **FE** will provide up to 40 hours of remote negotiation support to the County during the contract negotiation process and eight (8) hours of onsite support. If additional hours are required, a mutually agreeable amendment to the scope of work will be executed by both parties.
13. This proposal is based upon a start date on or before July 1, 2021 and assumes a six-month schedule to completion. 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 proposer protests, protracted contract negotiations, proposer 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 both the cost and schedule impacts will be reduced to writing via a mutually agreed upon contract amendment.

14. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.

Submitted by *FE*

Authorization to begin work by Levy
County, FL:

Ronald F. Bosco

Ronald F. Bosco/President and CEO

Signature

May 10, 2021

Date

Printed name and title

Date

Schedule A

GSA Schedule 70

Contract Number: GS-35F-0159Y

Federal Engineering Rates

GSA Rates Effective January 23, 2012 through January 22, 2022

Labor Category	Off-site Price w/ IFF
Director/Chief Consultant	\$207.78
Project Manager	\$159.29
Senior Communication Systems Engineer	\$164.43
Senior Radio Engineer (RF Eng. II)	\$159.29
Senior Subject Matter Expert II	\$164.43
Senior Systems Engineer II	\$159.29

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).

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