

Agenda Item #:

5B-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 20, 2012 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Motorola Solutions Inc., for the replacement of Master Site Equipment (MSE) for the County's Countywide Public Safety 800 MHz Radio System (System).

Summary: On August 21, 2012, the Board authorized a sole source procurement with Motorola Solutions, Inc. (Motorola) and approved Staff proceeding with negotiations for the replacement of the Master Site Equipment (MSE). This Agreement will provide for the replacement of only the portion of the system that has reached the end of its useful life and is no longer supported with replacement parts so that mission critical reliability is maintained while maintaining interoperability with all current users and partners throughout and after the replacement is completed. Upon scope of work finalization, the County's consultant and Staff secured multiple sources of pricing for similar competitive and sole source procurements which were used as the basis for negotiations to ensure that the County received a fair price for the scope of work. The negotiated cost of the work is \$4,226,961 and will be completed no later than June 1, 2013. The funding for this project is from the Renewal/Replacement & Infrastructure - 800 MHz System Fund which is comprised of system connection and renewal/replacement annual charges and \$12.50 funds; both of which were collected for this specific purpose and cannot be used for other non-System purposes. Motorola is a Delaware corporation and there is no SBE participation in this Agreement. (FDO Admin) Countywide (JM)

Background & Policy Issues:

System Background

Palm Beach County's County-Wide Public Safety 800 MHz system is a 10 tower, 28 channel Motorola SmartZone Version 3.0 designed and procured in 1998 and placed into operation in 2000 in both the digital and analog modes. The System is a Mixed-Mode system where the majority of the communications is analog and the digital sub-system allows for encryption that is used on a limited basis. Each tower site utilizes transmit combiners, transmit antennas and a receive antenna with an amplifier/receive multi-coupler (together referred to as RF Equipment). The County also operates a conventional six site, three channel mutual aid system co-located with the System.

(Continued on Page 3)

Agreement may be viewed in Minutes

Attachments:

- A. August 21, 2012 Board Item - Sole Source Procurement
- B. Comparative Pricing Review Summary
- C. Budget Availability Statement
- D. Agreement with Motorola Solutions Inc.

Recommended by: Army Wolf 10/30/12
Department Director Date

Recommended by: [Signature] 11/2/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$4,226,961	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$4,226,961				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund 3801 Dept 411 Unit B547 Object 4907
 Reporting Category _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funding is included in the Renewal/Replacement & Infrastructure – 800 MHz System Fund CIP. The funds in this line are a combination of system connection and renewal/replacement annual charges collected since 2000 from all County departments, PBSO and direct connect users, as well as \$12.50 funds collected by PBSO during this same period. In both cases, the funds were collected for this specific purpose and cannot be used for other non-System purposes.

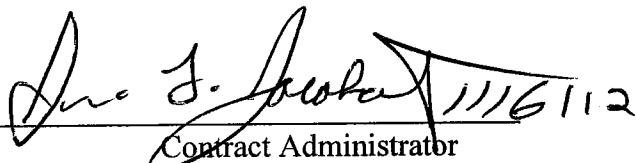
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:



 OFMB
for 11/1/12
AM
11-1-12



 Contract Administrator
 At the time of our review, the Bonds were being acquired by Facilities.

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Policy Issues Continued

The System is robust in that there is a high level of redundancy in the design, utilizing dual (redundant) central controllers and a microwave communications system that connects the System's sites together in a loop configuration. The System's prime site is at a different location than the mutual aid sites and in the event of a complete loss of the 800 MHz system, users can operate on the mutual aid channels. All sites operate from uninterruptible power supplies and have one or more emergency generators as back-up.

The System includes a total of 14 dispatch centers within Palm Beach County with a total of 63 dispatch consoles. There are approximately 11,579 subscriber units directly affiliated with the System. The System supports:

- Palm Beach County Fire Rescue and all contracted cities and cities within a fire service MSU, and/or participate in the countywide fire/recue communications dispatch program;
- Palm Beach County Sheriff's Office and the thirteen (13) cities which have chosen PBSO as its law enforcement agency;
- County emergency management functions including EMS providers and hospitals;
- County public works departments;
- Eight (8) PBC cities, the State Attorney, and the Port of Palm Beach that have no radio systems of their own relying solely on the County (Direct Connect); and.
- Boca Raton, Boynton Beach and Delray Beach (Hub Connect Cities) who operate their own 800 MHz trunked radio system by which each of their trunked voice radio systems are controlled by the County's MSE.
- Eleven (11) cities and other governmental entities within Palm Beach County that have their own 800 MHz systems connect to the system via common talk groups.

The remaining twelve (12) PBC cities, three (3) local counties, and twenty eight(28) non-PBC cities and certain non-governmental organizations (e.g. Red Cross) all have interoperability with the System through the use of common talk groups via an operational arrangement.

The MSE has reached end of life status and a major failure could lead to extended repair times. Replacement parts and the ability to secure repair of malfunctioning components for the MSE are no longer available from Motorola and the only availability is by salvaging or buying parts from others' whose systems have already been replaced. Therefore, both hardware and software support lessens as parts are no longer supported.

The County does have a maintenance contract with Motorola, but Motorola's ability to respond to a major system outage has been degraded. Technical and engineering support is no longer provided through Motorola's System Support Center. The County's Service Maintenance Agreement includes "best effort" response language with regard to the MSE equipment.

Staff cannot recommend that the County reduce the redundancy of the System or rely on the availability of salvaged parts for mission critical public safety applications. The replacement of the MSE would ensure part availability and eliminate the "best effort" response language from the maintenance contract.

The Agreement

The scope of work for this project includes:

- the design, manufacture and replacement of all end of life equipment and related Motorola and non-Motorola software and specifically including the Master Site Equipment (MSE) and zone controllers;
- the replacement of all dispatch console computer towers with equipment sufficient to accommodate the new MSE and zone controllers;
- the development of a cut-over plan which minimizes disruption to the users;

Background and Policy Issues Continued

- the successful completion of a detailed acceptance test plan;
- the successful completion of a 30 day burn-in period following;
- the provision of equipment warranties; and
- the training of Electronic System and Security (ESS) Staff charged with responsibility for the administration and management of the System.

The cost of the work is \$4,226,961. The contract price was arrived at after negotiation between Motorola and County. The County was represented by its consultants, RCC Consultants, and ESS Staff. Exhibit B to this board item is a comparative pricing review summary prepared by RCC Consultants. The report conclusion states that *“County Staff, with assistance from RCC and Motorola negotiated in good-faith the price of the MSE renewal/replacement project. Motorola provided adequate justification for its pricing, and where accommodations needed to be made, agreed to reduce pricing or agreed to alternate accommodations...At the conclusion of the negotiations, Motorola’s price was reduced by 2.4%. This price reduction was negotiated with no reduction in the scope of work but did impact some contract terms. It is RCC’s opinion that further negotiations would not result in any change in pricing. Based on the negotiations and level of information provided by Motorola to justify pricing, RCC feels Motorola’s pricing is fair, reasonable and consistent with recent contracts for similar systems.”*

Motorola will be paid in five payments; 1) 10% at design completion and approval by the County, 2) 50% upon successful staging and delivery of equipment to the County, 3) 20% at successful completion of the acceptance test plan (Conditional Acceptance Milestone #2), 4) 15% at completion of the 30 day burn-in period and System Acceptance, and 5) 5% at Final Acceptance. Motorola has provided a performance bond in the amount of 100% of the value of the Agreement ensuring completion of the project.

Conditional Acceptance Milestone #2 must be successfully completed no later than June 1, 2013. In the event that Motorola does not complete Conditional Acceptance Milestone #2 by this date, Motorola shall at no cost to the County, supplement the obligations in the County’s maintenance service agreement with sufficient parts (even if identified as end of life parts in the Service Agreement) until such time that Motorola has achieved Conditional Acceptance Milestone #2.

In addition, Motorola represents and warrants that it can restore the system operation to the pre-cutover operating scenario at any time prior to System Acceptance. Motorola has agreed to liquidated damages in the amount of \$15,000 per instance, not to exceed \$30,000, that the cut-over plan is commenced and not successfully completed. After two occurrences, Motorola will prepare, at its cost, a detailed remedial plan for achieving a successful cut-over meeting the requirements of the Agreement. The County may accept the remedial plan as-is, or as may be modified and agreed to by the parties, or exercise any other remedies it may have pursuant to the Agreement to ensure performance.

This is a sole source agreement with Motorola Solutions, a Delaware Company, and all work will be self-performed by Motorola but for a very minor electrical work which Motorola will likely use a local contractor. There is no SBE participation in this contract.

Conclusion

The replacement of the MSE only meets the County’s current needs, maintains interoperability with all current radio system partners and is the least cost alternative at this time. In the future and prior to the replacement of dispatch equipment and/or fixed radio equipment due to end of life or functional necessity, the County will evaluate full system replacement alternatives and recommend an appropriate course of action to the Board of County Commissioners.