

June 13, 2017

RESUME

AUTHORITY TO ENTER INTO A CONTRACT FOR CONSULTING SERVICES FOR NEW PUBLIC SAFETY RADIO SYSTEM

A Request For Proposal (#17-0222-1 Radio Consultant) was issued by the County to assist with the analysis and development of a new public safety radio system for the County under the Virginia Procurement Act §2.2-4302.2(A)(4). The County received six (6) qualified responses to the RFP on March 30, 2017. Through the evaluation procedure, the top firm was chosen during the interview process. The voting members of the committee consisted of Kirsten Cherry, Director of IT; Chief Keith Early, Police Department; Sheriff Bucky Allin; Brad Owens, Director of Fire/EMS; and Jeff Stoke, Deputy County Administrator.

Staff recommendation to the Board of Supervisors is to authorize the County Administrator to execute a contract with Altairis Technology Partners, LLC for Phase II (vendor procurement) and Phase III (construction management / testing / final acceptance) of a new public safety radio system for an amount not to exceed \$605,078. The contract calls for a completion date of Phase II by August 15, 2018 and Phase III by January 21, 2020.

Mr. Stoke will be available to answer questions concerning the RFP process and committee recommendation.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 13th day of June, 2017:

Present:

William A. Robertson, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Alan R. Carmichael
T. J. Webb

Vote:

A-5

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

AUTHORITY TO ENTER INTO A CONTRACT FOR CONSULTING SERVICES FOR NEW PUBLIC SAFETY RADIO SYSTEM

WHEREAS, A Request for Proposal (#17-0222-1 Radio Consultant) was developed and advertised through the County's procurement process to accept responses and qualifications for the vendor assessment, design and implementation of a new public safety radio system; and

WHEREAS, after a review by the committee of all six responses received through an evaluation procedure, the top firm was chosen during the interview process;

WHEREAS, after careful consideration, the committee recommended that Altairis Technology Partners, LLC best met the needs of the County for consulting services for a new public safety radio system;

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 13th day of June, 2017 does hereby authorize the County Administrator to execute a contract with Altairis Technology Partners, LLC for Phase II (vendor procurement) and Phase III (construction management / testing / final acceptance) of a new public safety radio system for an amount not to exceed \$605,078.

A Copy Teste:

Percy C. Ashcraft
County Administrator



PROPOSAL RESPONSE FOR
RADIO CONSULTANT

RFP# 17-0222-1

Presented To:

The County of Prince George, Virginia

MAY 04, 2017

(REVISED FROM MARCH 30, 2017 ORIGINAL)

By:

Altairis Technology Partners, LLC

3420 Pump Road, Suite 221

Richmond, VA 23233

Contact Person: Jim Morgan

(804) 364-5258

NOTICE

Altairis Technology Partners Proprietary and Confidential

In accordance with the County's RFP Section 7.24, Altairis Technology Partners respectfully requests confidentiality protection of pages contained in this proposal marked "PROPRIETARY & CONFIDENTIAL", for which disclosure would result in substantial injury to the Offeror's competitive position. The information for which protection is requested is also listed in Section 1.2 of this proposal.

<u>County Evaluation Criteria</u>	<u>Location in Altairis Proposal</u>
Relevant experience with similar projects.	<ul style="list-style-type: none"> • Section 2 - RELEVANT PROJECT EXPERIENCE, Page 9
Qualifications and experience of key project team members who are actively involved throughout the entire project.	<ul style="list-style-type: none"> • Section 3 - QUALIFICATIONS AND EXPERIENCE OF ALTAIRIS KEY PROJECT TEAM MEMBERS, Page 11 • Section 11.1 – Resumes, Page 62
Overall project approach and timeliness.	<ul style="list-style-type: none"> • Section 4 -PROPOSED PRINCE GEORGE COUNTY PROJECT METHODOLOGY, Page 16 • Section 11.2 - Proposed Project Work Plan, Page 76
References from other similar projects.	<ul style="list-style-type: none"> • Section 5 - PROJECT REFERENCES, Page 19
Cost Proposal	<ul style="list-style-type: none"> • Section 6 - COST PROPOSAL, Page 32 • Section 11.2 - Proposed Project Work Plan, Page 76

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Consultant

1. INTRODUCTION

Altairis Technology Partners ("Altairis") is an independent, equipment-vendor neutral technology strategy, sourcing, and implementation firm, specializing in the most technically and operationally complex engagements. Altairis was established to offer a unique blend of technical and business talent, with broad experience in public safety and commercial wireless technologies.

Altairis is a Virginia LLC, and is based in nearby Henrico County, VA. The relevant corporate information is included below:

Offeror Information	
Offeror	Altairis Technology Partners, LLC
Contact	Jim Morgan, Partner
Email	jmorgan@AltairisLLC.com
Mailing Address	3420 Pump Road, #221, Richmond, VA. 23233-1111
Telephone	(804) 364-5258 or (804) 306-3793
Fax	(888) 426-4010
Website	www.AltairisLLC.com
Federal Tax ID	26-1835129
Virginia SCC ID:	S2473199
Offeror Signature	
Signature Name	James K. Morgan
Date of Signature	May 04, 2017

Based on the County's RFP document and response to our RFP questions, Altairis understands that a Phase 1 report has already been provided to the County by its previous consultant and that 1) the *"consultant should review what is already in place and provide a plan for moving on with Phase 2"*, 2) *"a Communications Plan will not be a deliverable of this RFP"* and 3) *"any and all work required by the consultant to properly bid for a public safety radio vendor in Prince George County, VA shall be included in the scope."* We believe Prince George County's requirements, broadly stated, to be to provide a wide range of technical procurement, implementation and project management support services. We anticipate that Prince George County is looking for a consultant that can provide a diversity of services, and has substantial experience and knowledge of not only Public Safety communications, but also the telecommunication landscape in Central Virginia.

Altairis has the requisite background, experience and first-hand knowledge necessary to facilitate the requirements outlined in the County's RFP. **Altairis resources have worked in the past with Prince George County on radio communication system initiatives; and the firm possesses specific and unique familiarity with many of the communication networks and equipment in close proximity to Prince George County.** Most importantly, Altairis understands the political and technical challenges associated with public safety interoperability and our practitioners have been instrumental in engineering interoperable solutions amongst Central Virginia jurisdictions for over 20 years. We know the systems, the policies and procedures, the vendors, the people and the relationships. Furthermore and perhaps most importantly, Altairis offers uniquely-qualified resources with first-hand experience of integrating the latest P25 technology.

Consultant

Altairis offers a broad range of communications technology and business consulting services to local government, commercial wireless and utility industry clients. Our experience and services span the technology lifecycle from technology assessment, through procurement, and implementation to operations.

In forming Altairis, we have focused on building a practice with seasoned, objective, unbiased, equipment-vendor neutral practitioners who have hands-on functional skills in our core practice areas and who have all been rated at the very top of their respective peer groups with their former employers. Together, we bring widely-diversified telecommunication expertise and experience negotiating some of the largest telecommunications agreements with the primary public safety vendors.

Our philosophy is simple: we combine our business experience and technical expertise to address the needs of our clients to optimize their technology capabilities as well as their internal budgets. Our value proposition includes combining our strong technical capabilities with our deep experience in large transaction negotiation in order to offer our clients a unique ability to leverage both technical and business expertise in every transaction and on every engagement. We are able to then apply these core competencies across the project life cycle - from assessment to procurement to implementation of technology services, and anything in between as the client may require.

We believe that consulting firms are not only entirely dependent, but also a reflection of their people. The staffs' knowledge and the experience that they bring, their attention to detail and creative approaches to solving clients' problems defines the firm. At Altairis, we recognize that our personal and professional reputations depend on the quality of our firm's work, and we take that responsibility very seriously. We are a small firm. We go to market unencumbered by the procedures, politics, and burdensome project-related financial hurdles that often hinder larger, less flexible firms.

In addition to highly qualified and capable internal resources, Altairis supplements its internal staff with industry-leading independent subject matter experts of high-end engineering, technology, and business services for wireless networks. The relationship between Altairis and its subcontracted specialists is transparent to the end client and affords us the ability to assign the most optimal resource to each task, as opposed to simply using the most available, but perhaps suboptimal resource. Our specially selected subcontracted staff has decades of experience that enables Altairis to provide efficient solutions to the most daunting challenges faced by our clients.

Where appropriate, Altairis selectively leverages on a case-by-case basis our subcontracted staff, upon the County's approval, to provide certain specialized resources when this presents the optimum solution to meeting the County's requirements. As should be expected, Altairis will remain entirely responsible for any work performed by its subcontracted staff, and the County will maintain their same Altairis single point-of-contact.

Altairis' team of wireless pioneers is a compelling option for engineering, high-end technology, and business consulting in the wireless industry today. Bridging the gap between business and technology, Altairis provides a wide range of services custom designed to fit our clients' needs. As a technology independent and vendor-neutral services provider, Altairis has the objectivity, aptitude and capacity to provide impartial and comprehensive services to our clients.

Altairis' people are wireless innovators who have helped develop technical, operational and business standards within the telecommunications industry, both in the US and abroad. Our staff has helped build the wireless industry by contributing to numerous innovations in the design, deployment, and operational methodologies of wireless networks, in the US and internationally, and leverage this knowledge and experience to the advantage of our clients. Our staff has the breadth and depth of knowledge, skills and experience to make them a valuable component of the Altairis team and an effective asset for our clients.

Consultant**1.1 Why Partner With Altairis?**

Why should Prince George partner with Altairis Technology Partners?

- **Objectivity.** Altairis is unbiased by any system equipment vendor and strives to provide thorough, an objective assessment of its client's communication needs. The assessment analysis is then used to produce a customized set of detailed technical specifications that comprehensively define the client's communication requirements to procure a system that is tailored to meet or exceed the needs of its Public Safety Radio System users.
- **Engineering Acuity.** Altairis' core business is engineering and is rooted in the philosophy that utilizing seasoned engineering and technical staff leveraging proven communication engineering practices will yield solid communication system designs, rather than relying primarily on functional requirements developed by non-engineering or inexperienced engineering resources. Altairis' technical-based approach, which is guided by the client's functional and operational requirements, has proven to be a successful formula for all of our projects.
- **Responsiveness.** Altairis has qualified, experienced resources in very close proximity to Prince George County that are poised to deliver the requisite engineering and project management skills to help the County acquire and implement the optimal Regional radio communications solution.
- **Partnership.** Practitioners at Altairis have demonstrated a keen ability to foster long-term partnerships and trusted relationships with their clients as demonstrated by noteworthy engagement lengths. Client satisfaction has, and will continue to be, paramount to every initiative.
- **Value.** Altairis will deliver the utmost value in terms of an exacting attention to detail and comprehensive project oversight. Altairis is known for its thoroughness, keeping the vendors honest throughout the process and making sure the system design remains aligned with the client's needs. Protecting Prince George County's interests will be the sole focus of Altairis Technology Partners throughout the entire project.
- **Experience.** Altairis founders and practitioners literally bring worldwide education, experience, methods, principles, and most importantly, ethics, to Prince George County and while we tout these as justification we simply see them as prerequisites for this engagement.
- **Passion.** At Altairis, communications technology consulting is not just a job, it's our passion. We thoroughly enjoy this industry and the unique challenges it presents and the rewards it provides. We put 110% into our engagements and the solutions we develop, and we want our clients to feel that same gratification. Taking ownership and responsibility is part of our core values and we instill that in all of our resources.

Following are some of the attributes that define who we are, who we recruit and why we are different than other consulting firms.

- Unique mix of technical expertise, business acumen, interpersonal skills and creativity
- Exceptional knowledge of the wireless marketplace and current product/service offerings
- Complete project lifecycle service offering that adopts a holistic approach
- Highly relevant and extensive experience and training
- Ability to quickly understand an organization and create comprehensive technology and business strategies and solutions to meet their needs
- Ability to create and communicate strategic vision and technical concepts to all levels
- Ability to distill complex concepts into understandable terms and layman explanations
- Passionate about our work with an extraordinary work ethic

Consultant

1.2 Proprietary/Confidential Information Identification

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: ALTAIRIS TECHNOLOGY PARTNERS, LLC

RFP#: 17-0222-1

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Section /Title	Page Number	Reason(s) for Withholding the Disclosure
2.0 RELEVANT PROJECT EXPERIENCE	9-10	Intellectual property and proprietary client and Altairis business information relating to project approach and methodologies (applied to previous projects as well as this one).
3.0 QUALIFICATIONS AND EXPERIENCE OF ALTAIRIS KEY PROJECT TEAM MEMBERS	11-15	Intellectual property and proprietary business information. To protect company information for which disclosure would result in substantial injury to the Offeror's competitive position.
4.0 PROPOSED PRINCE GEORGE COUNTY PROJECT METHODOLOGY	16-19	Intellectual property and proprietary business information relating to project methodologies, recommendations and discussions concerning elements of the design and procurement strategy to be used by Prince George County for the new radio system. Disclosure would result in substantial injury to Altairis' competitive position, and could compromise the County's competitive procurement strategy for its Next Generation Radio System.
5.0 PROJECT REFERENCES	19-31	Intellectual property and proprietary client and Altairis business information relating to project approach and methodologies (applied to previous projects as well as this one).
6.0 COST PROPOSAL	32-37	Intellectual property and proprietary business information relating to Altairis confidential financial information and rate information, for which disclosure would result in substantial injury and cause competitive harm to Altairis.
11.1 Resumes	63-75	Proprietary business information concerning Altairis' detailed resumes of proposed team members.
11.2 Proposed Project Work Plan	The three Work Plan pages numbered 1-3 that follow page 76	Intellectual property and proprietary business information relating to project methodologies, recommendations and discussions concerning elements of the design and procurement strategy to be used by Prince George County for the new radio system and Altairis resources workload. Disclosure would result in substantial injury to Altairis' competitive position, and could compromise Prince George County's competitive procurement strategy for its Next Generation Radio System.

2. RELEVANT PROJECT EXPERIENCE¹

The following table provides a brief summary of the Altairis team's representative, comparable past and present projects. Each project description provides evidence of our staff's ability to assist Prince George County in this project. Additional detailed project descriptions and references are included later in this proposal in Section 5 - PROJECT REFERENCES on Page 19.

Client	Type of Project
Chesterfield County, VA	<ul style="list-style-type: none"> • Next Generation Radio System Phase 1 Assessment, Phase 2 P25 System Procurement & Phase 3 System Implementation Management • Design & Implementation of Existing Countywide Analog/Digital Public Safety Communications System • Regional Interoperability Planning • System Management Support/ Radio Programming
Colonial Heights, VA	<ul style="list-style-type: none"> • Next Generation Radio System Phase 1 Assessment, Phase 2 P25 System Procurement & Phase 3 System Implementation Management • Acquisition & Implementation of Existing Citywide Analog/Digital Public Safety Communications System • Regional Interoperability Planning
Fluvanna County, VA	<ul style="list-style-type: none"> • Development of a Detailed Technical Specification for VHF P25 Simulcast Trunked Radio System • Vendor Proposals Review And Contract Negotiations • Project Management, and Technical Expertise During System Implementation
Fredericksburg, VA	<ul style="list-style-type: none"> • Development of a System Evaluation And Needs Assessment • Assisted the City in Joining the Adjacent Stafford County 700 MHz P25 System • Provided Assistance with MOU Discussions Between The City And Stafford County • Provided A Comprehensive Coverage Test Plan For Use By The City Prior To The City Making A Decision To Join Stafford County
City of Richmond, VA	<ul style="list-style-type: none"> • Next Generation Radio System Phase 1 Assessment, Phase 2 P25 System Procurement & Phase 3 System Implementation Management • Acquisition & Implementation of Existing Citywide Analog/Digital Public Safety Communications System • Regional Interoperability Planning • System Management Support/ Radio Programming • Strategic Planning
Henrico County, VA	<ul style="list-style-type: none"> • Next Generation Radio System Phase 1 Assessment & Phase 2 P25 System Procurement • Design & Implementation of Existing Countywide Analog/Digital Public Safety Communications System • Regional Interoperability Planning • System Management Support/ Radio Programming • Procurement and Implementation of existing Mobile Data System • ECC Design Assistance • E9-1-1 System Procurement

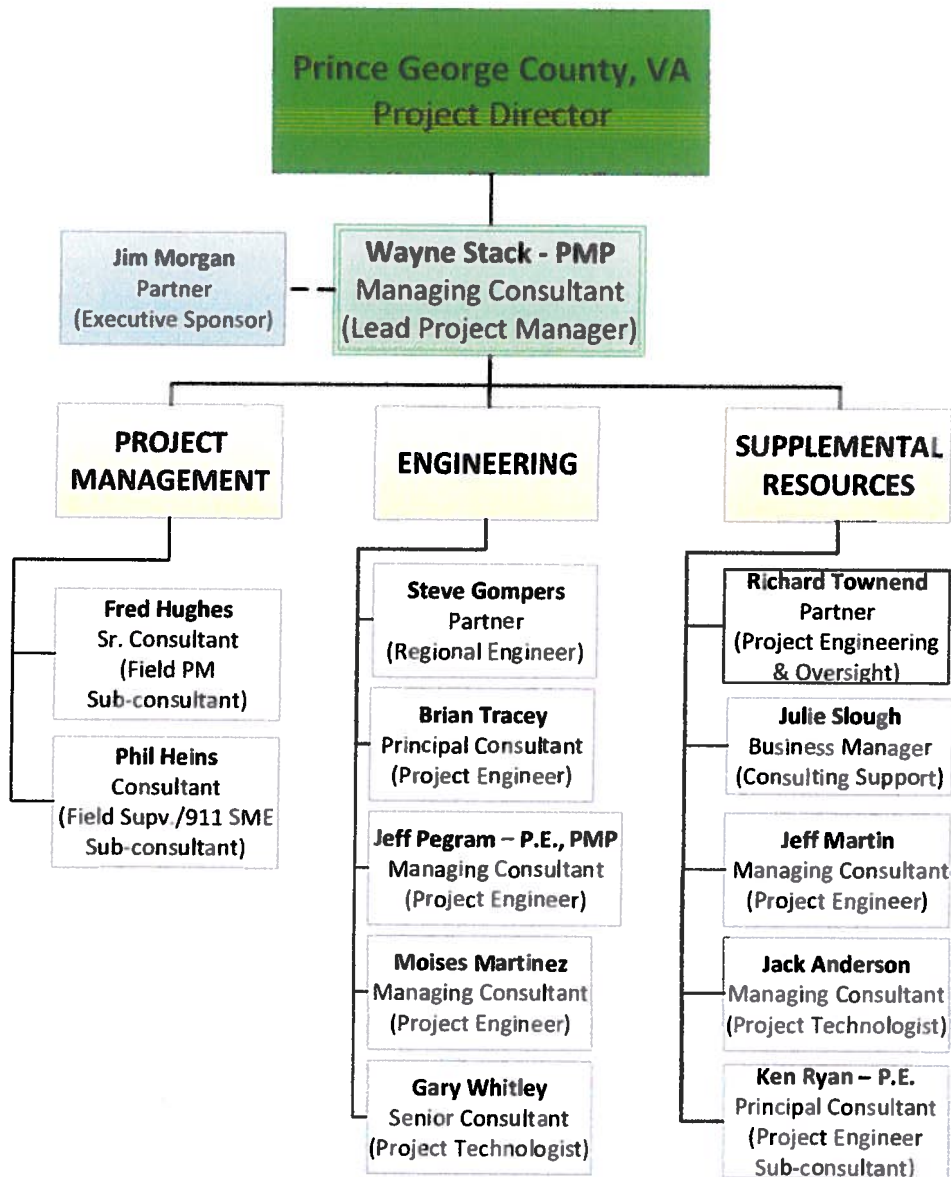
¹ While the majority of these representative projects were conducted by Altairis, a subset were conducted by current Altairis resources while previously working for RCC Consultants and Black & Veatch.

Client	Type of Project
Hanover County, VA	<ul style="list-style-type: none"> • Design, Acquisition & Implementation of Existing Countywide P25 Public Safety Communications System • Co-Location Design Review/Implementation • Regional Interoperability Planning • 800 MHz Rebanding
Calvert County, MD	<ul style="list-style-type: none"> • Next Generation Radio System Phase 1 Assessment & Phase 2 P25 System Procurement, Phase 3 Implementation & Project Management • Technical Support in Negotiations with Tower Site Partnerships • Telecommunications Ordinance Development • Technical Review of Planning and Zoning Commercial Telecommunications Applications • Overhaul of Radio System Maintenance and Support Services • 800 MHz Rebanding
Charles County, MD	<ul style="list-style-type: none"> • Acquisition & Implementation of Existing Countywide Analog/Digital Public Safety Communications System • Co-Location Design Review/Implementation • Regional Interoperability Planning • System Management Support/ Radio Programming • 800 MHz Rebanding • Next Generation Radio System Phase 1 Assessment
Anne Arundel County, MD	<ul style="list-style-type: none"> • Design, Acquisition & Implementation of Existing Countywide Digital Public Safety Communication System • VHF Fire Paging and Alert System Replacement • Mitigation of CMRS Interference to Public Safety Radio System • Strategic Acquisition of Replacement 800 MHz Frequencies • Integration of City of Annapolis 911 Center • Retrofit of Fire Dispatch Center • Regional Interoperability Planning • Telecommunications Ordinance Development • TIA-222 Rev F Tower Lifecycle Extension Program • Development of Regional Communication Center • 800 MHz Rebanding • Next Generation Radio System Phase 1 Assessment & Phase 2 P25 System Procurement
Fairfax County, VA	<ul style="list-style-type: none"> • Design, Acquisition & Implementation of Existing Countywide P25 Public Safety Communications System • National Capital Region (NCR) Interoperability Planning • 800 MHz Rebanding • FCC Regulatory • RF Interference Mitigation • Narrowbanding

3. QUALIFICATIONS AND EXPERIENCE OF ALTAIRIS KEY PROJECT TEAM MEMBERS

3.1 Proposed Project Organizational Chart

The following organizational chart illustrates the proposed structure of the Altairis project team. Brief descriptions of the key team members' qualifications and experience follow on the next page. More detailed resumes of each team member can be found in the Section 11.1 - Resume on page 62 of this proposal.



The precise constitution of our team will depend on the nature, scope and timing of projects assigned by the County and County approval of the proposed resources. Wayne Stack's start date with Altairis is April 10, 2017.

3.2 Proposed Key Altairis Project Team Members

Jim Morgan – Partner, will serve as the Executive Sponsor for this project and is proposed to have routine participation and provide quality assurance for Prince George deliverables. Jim is an experienced communications engineer, project manager and business manager. He was the project engineer assigned to assist Henrico County, VA with the procurement and implementation of its existing voice and data systems and was instrumental in the initial design and deployment of the Capital Region Network in the Richmond area. He was heavily involved in developing the structure of the Richmond Capital Region Communication Steering Committee and has provided guidance and assistance in other similar regional projects.

Executive Sponsor: Jim Morgan
Altairis Title: Partner
Home Base of Operations: Glen Allen, VA
Education/Training: MBA, Duke University, Fuqua School of Business
 BSE, Purdue University

Wayne Stack (PMP) – Managing Consultant, will serve as a Lead Technical Project Manager for this project. Wayne is a highly-qualified and experienced RF communications technologist who is local to the Prince George area and is eager to serve the needs of Prince George County. Wayne specializes in systems procurement, contract negotiation and implementation and has significant experience and expertise in the following areas: planning, design, procurement and implementation of public safety communications systems; development of budgets and specifications; bid evaluation and contract negotiation; technical project management and vendor oversight; schedule development and adherence; acceptance testing; site acquisition; training; and contract change management. Wayne has more than 35 years of experience in wireless communications systems, including assisting the counties of Fluvanna and Chesterfield with the procurement and implementation of their public safety communications systems.

Lead Technical Project Manager: Wayne Stack
Altairis Title: Managing Consultant
Home Base of Operations: Chesterfield, VA
Education/Training: MBA, Duke University, Fuqua School of Business
 BS Industrial Technology, Electronics - California State University
 Certified Project Management Professional (PMP)

Steven Gompers – Partner, will serve as a Regional Engineering Liaison for the Altairis project team assisting Wayne Stack with the execution of the Prince George County project. Steve is currently the Lead Project Manager/Engineer for Richmond Capital Region Next Generation Radio System project. Steve is a highly-qualified, experienced RF communications engineer and project manager who has been instrumental in the design/deployment/management of the current wide-area Capital Region Network in the Richmond, VA area. From 2005-2011, Steve assisted Hanover County, VA with the procurement and implementation of its new Countywide 700/800 MHz P25 radio system. For more than 18 years, Steve has also worked intimately with the City of Richmond, VA and the Richmond Capital Region Communications Steering Committee. He has provided long-term guidance and assistance in numerous other similar municipal projects nationwide.

Technical Project Manager: Steven Gompers
Altairis Title: Principal Consultant
Home Base of Operations: Mechanicsville, VA
Education/Training: BSEE, University of Maryland at College Park
 MBA, Northern Illinois University
 MS Telecommunications Management, University of MD University College
 CompTIA Project+, Network+, Security+ Industry Certifications

Jeff Pegram (P.E., PMP) – Managing Consultant, will serve as a Project Engineer for this project. Jeff has over 40 years of experience in electronics, telecommunications and information technology, focusing on public safety communications and critical infrastructure systems. Over the years, Jeff has served as a technician, service manager, consultant, engineer, engineering manager and project manager. He has supported the design, development, enhancement, maintenance and operation of local, regional, and statewide interoperable communications systems (land mobile radio, microwave networks, telephone systems, 9-1-1 systems). Jeff specializes in the coordinated implementation of radio frequency systems, interference mitigation, telecommunications traffic analysis, electromagnetic compatibility, land mobile propagation and microwave path analysis. His experience spans systems that support and meet the operational needs of law enforcement, fire services, emergency medical services, emergency management, emergency call centers and critical energy infrastructure.

Project Engineer: Jeff Pegram
Altairis Title: Managing Consultant
Home Base of Operations: Henrico, Virginia
Education/Training: BSEET, Old Dominion University
 Licensed Professional Engineer (P.E.) in Virginia, Maryland and North Carolina
 Holds Lifetime General Radiotelephone Operator's License from FCC
 Certified Project Management Professional (PMP)

Brian Tracey – Principal Consultant, will serve as a Project Engineer for the Altairis Project Team assisting Jim Morgan and Wayne Stack with the execution of the Prince George County project. Brian brings over 25 years of experience in the Public Safety and wireless telecommunications industries. In the Public Safety industry, Brian has experience as a communications system test engineer, a field engineer, and most recently as a Director of Product Management for a major Public Safety equipment provider. In the wireless telecom industry, he held a variety of product management positions overseeing the successful launch of several new products for wireless data, 9-1-1 location, Mobile Switching Centers, Media Gateways, and Text Messaging Platforms. He brings a unique and diverse skill set based on his experience with hundreds of Public Safety projects in various capacities including troubleshooting, system test, system design, product specification, new product introduction, system sales, contract negotiations, vendor management, and customer needs assessment.

Technical Project Manager: Brian Tracey
Altairis Title: Principal Consultant
Home Base of Operations: Glen Allen, VA

Education/Training: BSEE, Purdue University
MBA, DePaul University

Richard Townend – Partner, will serve as an adjunct Technical Project Manager for the Altairis Project Team assisting with the engineering and oversight of the project. Richard has over 18 years of experience in wireless technology development, standards, evaluation, analysis and procurement, spanning commercial and public safety, voice and data technologies in the United States and Europe. He has negotiated technology sourcing contracts worth over \$1.5 billion dollars for equipment, software features and support services. His expertise includes technology strategy assessment and development, contract negotiation, data analysis, financial modeling and forecasting.

Technical Project Manager: Richard Townend
Altairis Title: Partner
Home Base of Operations: Washington, DC
Education/Training: MEng, ACGI University of London, Imperial College of Science, Technology and Medicine

Moises Martinez – Managing Consultant, will serve as a Project Engineer for this project. Moises is a highly-experienced, detail-oriented RF communications engineer. Moises has over 22 years of experience in the wireless communication industry working on the design, maintenance and implementation of complex wide-area specialized mobile radio communications networks. Specific capabilities include radio propagation analysis, engineering design, communications interoperability planning, 911 communications systems, microwave backbone communication system design, tower site design, technical specifications preparation, acceptance testing, and systems management. Moises is an experienced System Engineer responsible for the design and implementation of various complex public safety communication systems.

Project Engineer: Moises Martinez
Altairis Title: Managing Consultant
Home Base of Operations: Pittsburg, PA
Education/Training: Master of Science in Engineering - Kiev Superior Radio-Technical Institute, Kiev, Ukraine
BSEE Equivalence - Florida International University, Miami, Florida

Jack Anderson– Managing Consultant, will serve as a Project Technologist for this project. Jack has over 27 years of experience in the land mobile communications industry working on the design, implementation, and maintenance of complex wide-area wireless communications networks for both public safety and private sector clients. Specific capabilities include needs assessment/feasibility studies, budgeting, technology evaluation, planning, radio propagation analysis, engineering design, communications interoperability planning, 911 communications center and tower site design, technical specifications preparation, procurement support, contract negotiation/management, project implementation, acceptance testing, and systems management. Jack is an experienced Project Technologist routinely applying engineering and project management skills in the design and implementation of complex regional public safety communication systems that demonstrate high degrees of interoperability.

Project Technologist: Jack Anderson

Altairis Title: Managing Consultant
Home Base of Operations: Annapolis, MD
Education/Training: Anne Arundel Community College-Electronics & General Studies
 Northern Virginia Community College-Electronics & Business Studies
 NCTI-Technician and Chief Technician Courses
 PMP Certification Training Program

Jeff Martin – Managing Consultant, will serve as a Project Engineer for the Altairis Project Team. Jeff is a highly respected communications system engineer in the region and has been the key consultant in several comparable projects such as the current Calvert County (MD) Radio System assessment and procurement, Charles County (MD) Radio System Assessment and Procurement, and the Assessment, Procurement and Deployment of the current Anne Arundel County (MD) Public Safety Radio System. Jeff also has significant regional experience with the integration of the City of Annapolis 911 Dispatch, the reconstruction of the AAC 911 Fire Dispatch Center and the development of the regional back-up 911 center in Glen Burnie, MD. Jeff assisted Anne Arundel County in the development of their County Ordinance that is protecting the County from interference and microwave path blockages from the construction of man-made structures.

Project Engineer: Jeff Martin
Altairis Title: Managing Consultant
Home Base of Operations: Middletown, DE
Education/Training: BSEE, University of Delaware

Gary Whitley – Senior Consultant, will serve as a Project Technologist for this project. Gary has served in the wireless telecommunications industry for more than 35 years. He provides our clients with system technologist and project management support in the procurement and upgrade of land mobile radio systems, including 9-1-1 dispatch systems, microwave backhaul systems, distributed antenna systems and bidirectional amplifier systems. His expertise also includes RF propagation modeling associated with the design and assessment of wireless systems, and analysis and mitigation in resolving intermodulation interference issues. Gary’s experience includes more than 15 years as a consultant working on large scale public safety statewide and federal government communications systems, as well as county-wide systems. Prior to that, he had 20 years of active duty military service in the United States Coast Guard as a senior electronics technician where he provided maintenance support and management of critical wireless communications and navigation systems. Gary is highly motivated and dedicated to serving the needs of our clients in every aspect of their projects from the beginning of systems assessment and procurement through design, implementation and final system acceptance testing.

Project Technologist: Gary Whitley
Altairis Title: Senior Consultant
Home Base of Operations: Chesapeake, VA
Education/Training: Coast Guard Electronics Technician School
 Coast Guard (Various) specialized training in Communications, Telecommunications, and Navigation systems.

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4. PROPOSED PRINCE GEORGE COUNTY PROJECT METHODOLOGY

In preparing a response to the County's RFP for consulting services, Altairis took the opportunity to create a comprehensive project plan for the countywide radio communications system project. In this section, Altairis identifies and describes key activities occurring during each phase of the project.

4.1 Project Approach

Altairis approaches a project with the importance of the Prince George County Next Generation Radio System by creating a framework for success. Specifically, Altairis believes that the following objectives and tasks are instrumental to the implementation of a mission-critical radio system:

- Formulate Core Team and Executive Project Teams
- Define Project Scope and Schedule
- Establish Project Budget and Financial Constraints
- Assign Appropriate Consulting Resources
- Manage Stakeholder Expectations
- Measure Performance
- Maximize Quality
- Address Problems in Timely Fashion
- Communicate Routinely
- Mitigate Risk
- Deliver Value

Teamwork is an essential aspect to completing a project with the complexity and duration of the Prince George County Next Generation Radio System deployment. Cohesiveness and a unified focus shared amongst the internal Prince George County stakeholders, the selected radio system vendor, and Altairis become a fundamental determinant of project success. Collectively, the various parties must define and agree upon a specific project scope with an achievable schedule. The defined scope and schedule result in a corresponding project budget that must be actively monitored and managed to operate within the financial constraints of each jurisdiction.

Upon determination of the project scope, Altairis intently analyzes and assigns the most appropriate consulting resources to complete the requisite work throughout the various phases of the project. Altairis consistently adjusts consulting staffing levels depending on the particular project needs throughout the course of the schedule. Altairis intends to manage the project using a functional management approach using an Executive Sponsor and primary Project Manager (Jim Morgan and Wayne Stack respectively) to manage resource allocations dynamically as project demands require, thereby, optimizing resource utilization and minimizing consulting expense. A subtle, but vital, role of the consulting staff is also to manage stakeholder expectations and understanding using effective and timely communications throughout the entirety of the project.

Because first-responders and emergency services rely heavily on the Prince George Public Safety Radio System, Altairis focuses most of its energies on maximizing quality and consistently measuring system performance to ensure design objectives are met and exceeded. Projects of this complexity encounter numerous issues throughout the process, so timely problem resolution and a proactive approach to risk mitigation are the hallmarks of Altairis' approach to navigating such a significant

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endeavor. Altairis takes immense pride on delivering value to its customers with its proven approach to managing mission-critical radio system deployments.

4.2 Phase 2 Detailed Design, Invitation to Bid Development, Contractor Selection, and Procurement

4.2.1 Phase 2-1 - Review Of Completed Phase 1 Work and Provide a Plan for Moving On With Phase 2

As per the County's RFP and question responses, Phase 1 of the project has currently been completed and the County has requested that the "Consultant should review what is already in place and provide a plan for moving on with Phase 2". The initial phase of the project will include the requested review and a plan for moving onto Phase 2. The following provides a brief description of the tasks to be conducted during this phase of the project.

INFORMATION EXCHANGE AND DEFINING PROJECT OBJECTIVES

This task is intended to provide the County the opportunity to exchange information with Altairis regarding the work conducted by the County's previous consultant and afford Altairis the opportunity to better understand the County's project objectives and goals.

REVIEW OF COMPLETED PHASE 1 PRIOR WORK

Altairis will conduct a review of the pre-existing Phase 1 work that has been completed and provide a plan for moving into Phase 2 of the project as quickly as possible. As part of this task, Altairis will review the Phase 1 report in the context of trying to ascertain the requirements necessary to develop the technical specifications required to properly bid for a public safety radio vendor in Prince George County. Please refer to Altairis' proposed work plan in section 11.2 of this proposal to see the specific requirements areas that will be the focus of the review.

PROVIDE A PLAN FOR MOVING ON WITH PHASE 2

During this task Altairis will develop a plan for moving on with Phase 2 of the project based on the review of the Phase 1 report produced by the previous consultant. The goal will be to identify any potential information gaps, develop an approach for dealing with any requirement gaps, develop a plan for moving on to Phase 2 and meeting with the County to review Altairis' suggestions.

4.2.2 Phase 2-2 Detailed Design/Specifications Development

In this second phase of the project, Altairis will leverage the work completed in the assessment stage to produce a highly detailed requirements specification to be the technical basis for the procurement. The Technical Specifications will include performance requirements for the system infrastructure, including: tower site facilities, system reliability and failure mode criteria, network transport, dispatch center equipment, emergency power, network management, subscriber terminal devices, Fire/EMS station alerting, and in-building radio coverage.

The Technical Specifications document will provide testing, certification and performance measurement criteria including a traceability matrix for contractual compliance to insure that all technical design requirements and associated system performance have been delivered. The final deliverable for this phase will be a detailed Technical Specifications document that can be utilized in the vendor selection process and to serve as a baseline for implementation.

4.2.3 Phase 2-3 RFP Development, Contractor Selection and Procurement

During the procurement phase, Altairis will assist the County with the integration of the Technical Specifications and the County General Terms and Conditions in preparation for an RFP solicitation. Additional work in this procurement phase will include: the pre-bid meeting, site visits, responses to offerors' inquiries, proposal evaluations, and contractor selection. Subsequent to the

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contractor selection process, Altairis proposes to assist the County during Contract Negotiations with the chosen firm. The procurement phase concludes with an executed vendor contract which serves as the basis for the Phase 3 System Implementation activities. The development of a comprehensive contractual agreement is essential for mitigating risks of cost overruns. Effective contracts include detailed line item pricing for equipment and services in order to establish fixed cost controls for possible future system modifications.

4.3 Phase 3 Implementation and Project Management

The initial stage of implementation begins with a process known as Detailed Design Review (DDR) in which the vendor, consultant and County work collaboratively to complete the detailed design of the system. This is the process in which the vendor will finalize their preliminary design from their proposal offering and develop the engineering details to tailor the design precisely to the County's specified performance needs and their facilities. The DDR process includes finalization of: equipment inventories, site-specific design requirements, permitting and licensing, cutover and transition planning, training programs, guidelines for managing the project schedule, milestone completion compliance measures, invoicing requirements, and payment schedules. A comprehensive contractual agreement is the key to successful completion of the DDR process.

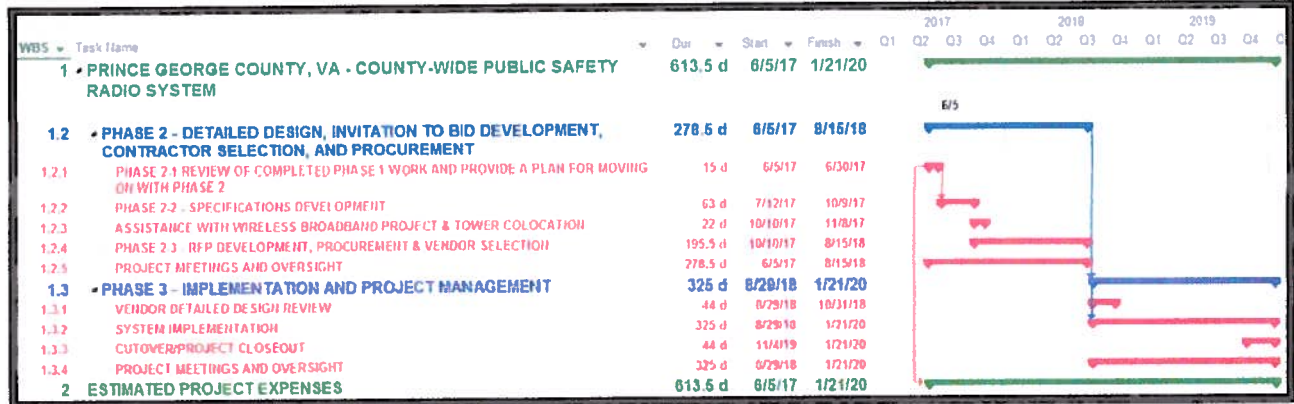
Once the DDR is approved, the vendor will begin the process of ordering equipment and coordinating subcontractor support services for the implementation. The vendor will usually begin preparatory field work to accommodate the radio system infrastructure while the system is being prepared for factory staging and the first level of acceptance testing. This factory staging test is witnessed and approved by the County and consultant. Upon satisfactory staging completion, the equipment will be shipped to the field for deployment. Once the radio system infrastructure is installed, tested and optimized in the field, the coverage testing certification will take place to insure that coverage performance requirements are met. The Altairis schedule is specifically structured to execute the contractual coverage test during full foliage conditions, a very important factor in coverage evaluations.

The process of cutover begins with the development and finalization of the transition plan and progresses with training programs for dispatchers and subscriber device users. A cutover plan is highly dependent upon the final system design as there are various approaches to insuring continuity of emergency communications throughout the entire system migration process. The cutover process will require synchronization between user migration and radio channel assets over a relatively short period of time, a significant challenge for which Altairis has a high level of experience and expertise.

The deliverables for the implementation phase of the project will include: consistent oversight and validation of vendor activities, certified acceptance testing documents and traceability matrix, invoicing audits, change order approvals, punch list resolution, and project close-out certification.

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4.4 High-Level Project Work Plan for Prince George County, VA



* - A detailed Work Plan can be found in Section "11.2 Proposed Project Work Plan" of this proposal.

Altairis Technology Partners Proprietary and Confidential

In accordance with the County's RFP Section 7.24, Altairis Technology Partners respectfully requests confidentiality protection of pages contained in this proposal marked "PROPRIETARY & CONFIDENTIAL", for which disclosure would result in substantial injury to the Offeror's competitive position. The information for which protection is requested is also listed in Section 1.2 of this proposal.

5. PROJECT REFERENCES

The following pages contain references and project descriptions from a number of representative projects.

Consultant



Client: Colonial Heights, VA

Contacts: A.G. Moore, Chief of Fire & EMS
 100 B Highland Avenue
 Colonial Heights, VA 23834
 804-520-9319
mooreag@colonialheightsva.gov

Project Timeframe: 2001-2003, 2012-Present

Project Description: 800 MHz Citywide Analog/Digital Simulcast Trunked Simulcast Radio & Digital Microwave System/ Next Generation Radio System Phase 1 Assessment, Phase 2 Procurement & Phase 3 - System Implementation Management

Altairis' Steven Gompers managed the Radio Consulting Services engagement (while employed by RCC) for the City of Colonial Heights, VA between 2001-2003. Mr. Gompers' primary responsibilities included Project Implementation services for the integration of a 20-channel, 800 MHz Motorola 3.0 Analog/Digital simulcast remote site and a 911 Dispatch Center with 4 radio console positions into the existing Richmond Capital Region network. Throughout the 800 MHz Implementation project, Mr. Gompers provided both system engineering and project management services to guide the City of Colonial Heights through a demanding regional system implementation involving Chesterfield County, the City of Richmond and Henrico County.

Beginning in 2012, the Altairis team consisting of Jim Morgan, Richard Townend, Jeff Martin, Phil Heins, Narendra Mangra, Ken Ryan and Steven Gompers worked closely with Colonial Heights to conduct a comprehensive Radio System Assessment of its segment of the Richmond Capital Region radio system. The purpose of the Phase 1 Assessment project was to thoroughly analyze the City's Public Safety radio system, determine performance of the system, develop system requirements for the replacement system, craft a viable conceptual design for the replacement system, identify budgetary costs estimates for the conceptual design and document all findings and conclusions in a comprehensive report. Specific initiatives executed within the Colonial Heights Phase 1 Assessment project included: Site Facility Surveys, Stakeholder Surveys/Interviews, Coverage Testing, 911 Dispatch Center Analysis, Inventory Assessment, Transport System Analysis, Interoperability Characterization, System Utilization Review, Network Management Evaluation, Regulatory Inspection, RF Coverage Modeling, Conceptual Network Design Planning, Budgetary Cost Estimation, Core Team and Executive Briefing and Report Production.

To facilitate the Phase 1 Assessment, Altairis initially helped to formulate a City Core Team comprised of stakeholders from Fire/EMS, Police, and Emergency Communications. Altairis and Core Team members worked closely with all of the stakeholder agencies utilizing the legacy system to gather system requirements for the Next Generation replacement system. In addition to working with all five City stakeholder agencies, Altairis helped to compile and define regional requirements to solidify the cooperative goals associated with Colonial Heights's partnership with Chesterfield County, the City of Richmond, Henrico County and Hanover County. The culmination of the engagement resulted in a Conceptual Design identifying a variety of scenarios with associated Budgetary Cost Estimates aimed at strengthening and expanding the Richmond Capital Region Public Safety Radio System.

At the conclusion of the Phase 1 Assessment, the Altairis team transitioned into the Phase 2 Procurement aspect of the Richmond Capital Region Next Generation Radio Project. Using the Phase 1 Assessment Report as a basis, Altairis led the effort to develop a comprehensive suite of system technical and functional requirements which served as the foundation of a large-scale regional LMR system procurement involving six jurisdictions. Jim Morgan, Brian Tracey and Steven Gompers closely assisted the City of Colonial Heights and the Richmond Capital Region throughout the release of the regional RFP, subsequent vendor coordination, vendor proposal evaluation process, vendor technical, pricing, and general terms/conditions negotiations culminating in vendor contract execution. The Altairis team maintains a lead and integral role on the regional system implementation team helping the Capital Region jurisdictions through the installation and testing of a Next Generation region-wide P25 public safety communications system.

Consultant



Client: Chesterfield County, VA

Contacts: Rich Troshak
Director of Emergency Communications
P.O. Box 40
Chesterfield, VA 23832
804-706-2595
TroshakR@chesterfield.gov

Project Timeframe: 2012-Present

Project Description: Next Generation Radio System Phase 1 Assessment, Phase 2 Procurement & Phase 3 - System Implementation Management

The Altairis team consisting of Jim Morgan, Richard Townend, Jeff Martin, Phil Heins, Narendra Mangra, Ken Ryan and Steven Gompers worked closely with Chesterfield County to conduct a comprehensive Radio System Assessment of its Motorola 3.z Richmond Capital Region network. Constituting the initial phase of a multi-year initiative to replace the current Motorola 3.z system, Altairis performed a multitude of tasks to comprehensively define the configuration and utilization of the Chesterfield County 800 MHz simulcast subsystem, which is networked with similar simulcast subsystems in the City of Richmond and Henrico County.

The purpose of the Phase 1 Assessment project was to thoroughly analyze the County's Public Safety radio system, determine performance of the system, develop system requirements for the replacement system, craft a viable conceptual design for the replacement system, identify budgetary costs estimates for the conceptual design and document all findings and conclusions in a comprehensive report. Specific initiatives executed within the Chesterfield County Phase 1 Assessment project included: Site Facility Surveys, Stakeholder Surveys/Interviews, Coverage Testing, 911 Dispatch Center Analysis, Inventory Assessment, Transport System Analysis, Interoperability Characterization, System Utilization Review, Network Management Evaluation, Regulatory Inspection, RF Coverage Modeling, Conceptual Network Design Planning, Budgetary Cost Estimation, Core Team and Executive Briefing and Report Production.

To facilitate the Phase 1 Assessment, Altairis initially helped to formulate a County Core Team comprised of stakeholders from Emergency Communications, Police, Fire/EMS, Sheriff's Office and General Services. Altairis and Core Team members worked closely with all of the stakeholder agencies utilizing the legacy system to gather system requirements for the Next Generation replacement system. In addition to working with all eight County stakeholder agencies, Altairis helped to compile and define regional requirements to solidify the cooperative goals associated with Chesterfield's partnership with the City of Colonial Heights, the City of Richmond, Henrico County, Hanover County and the City of Hopewell. The culmination of the engagement resulted in a Conceptual Design identifying a variety of scenarios with associated Budgetary Cost Estimates aimed at strengthening and expanding the Richmond Capital Region Public Safety Radio System.

At the conclusion of the Phase 1 Assessment, the Altairis team transitioned into the Phase 2 Procurement aspect of the Richmond Capital Region Next Generation Radio Project. Using the Phase 1 Assessment Report as a basis, Altairis led the effort to develop a comprehensive suite of system technical and functional requirements which served as the foundation of a large-scale regional LMR system procurement involving six jurisdictions. Jim Morgan, Brian Tracey and Steven Gompers closely assisted Chesterfield County and the Richmond Capital Region throughout the release of the regional RFP, subsequent vendor coordination, vendor proposal evaluation process, vendor technical, pricing, and general terms/conditions negotiations culminating in vendor contract execution. The Altairis team maintains a lead and integral role on the regional system implementation team helping the Capital Region jurisdictions through the installation and testing of a Next Generation region-wide P25 public safety communications system.

Consultant



Client: City of Richmond, VA

Contacts: Tom Nolan
 Director of Public Safety Communications – Powhatan County, VA
 [Former Lieutenant for Richmond Police, Former Richmond DEC Executive Officer]
 3910 Old Buckingham Road, Suite C
 Powhatan, VA 23139
 (804) 598-5646
tnolan@powhatanva.gov

Project Timeframe: 1999-Present

Project Description: 800 MHz Citywide Analog/Digital Simulcast Trunked Simulcast Radio & Digital Microwave System/ UASI Interoperability Study/ System Management Support/ Next Generation Radio System Phase 1 Assessment, Phase 2 Procurement & Phase 3 - System Implementation Management

Altairis' Steven Gompers managed the Radio Consulting Services engagement (while employed by RCC) for the City of Richmond, VA between 1999-2011. Mr. Gompers' primary responsibilities included outsourced management of the Contract Negotiations and Project Implementation of a new 3-site 25-channel 800 MHz Motorola 3.0 Analog/Digital Simulcast trunking system which includes a 4-node digital microwave transport backbone. The City of Richmond radio system, networked in a Smartzone configuration with Henrico and Chesterfield Counties, utilizes more than 4,500 subscriber terminals and 15 dispatch consoles serving most City agencies, VCU, State Capitol Police, and numerous Richmond Capital Region interoperability partners. Throughout the 800 MHz Implementation project (1999-2001), Mr. Gompers provided both RF engineering and project management services to guide the City of Richmond through a demanding regional system implementation involving Henrico and Chesterfield Counties. Mr. Gompers also served as a key architect in the achievement of enhanced regional interoperability in terms of regional fleetmap development/radio programming with Henrico and Chesterfield Counties.

Between 2005-2006, Mr. Gompers assisted Richmond with the Motorola 3.0 "Z-Release" upgrade to the Capital Region network. From 2005-2007, Mr. Gompers worked closely with the City of Richmond to produce a UASI Interoperability Study involving Henrico County, Chesterfield County, Goochland County, Hanover County and the City of Richmond. The UASI Interoperability defined the current Capital Region interoperability dynamic and strategies for strengthening the regional interoperability and outlined several radio communication system upgrade migration paths for each of the five jurisdictions.

Throughout his tenure with the City of Richmond (1999-Present), Mr. Gompers routinely provided technical system management expertise to help optimize the use and performance of the public safety radio system. On two separate occasions, Mr. Gompers also acted as the outsourced, interim City 800 MHz System Manager while the City actively sought to fill the vacant full-time position. In 2004, Mr. Gompers prepared a Strategic Plan for the Department of Public Works to guide the future management of the Radio System and System Management organization. From 1999-Present, Mr. Gompers managed all subscriber programming logic development and assisted with subscriber asset management. Commencing in 2012, Mr. Gompers principally managed the Next Generation Radio System Phase 1 Assessment Project designed to craft a Conceptual Design and corresponding Budgetary Cost Estimate for the replacement of the legacy Motorola 3.z system.

Mr. Gompers and Altairis have been leading the Next Generation Radio System Phase 2 Procurement initiative for the City of Richmond since February 2014. Using the Phase 1 Assessment Report as a basis, Altairis spearheaded the effort to develop a comprehensive suite of system technical and functional requirements which served as the foundation of a large-scale, regional LMR system procurement involving six jurisdictions. Altairis has closely assisted the City of Richmond and the Richmond Capital Region throughout the release of the regional RFP, subsequent vendor coordination, vendor proposal evaluation process, vendor technical, pricing, and general terms/conditions negotiations culminating in vendor contract execution. The Altairis team maintains a lead and integral role on the regional system implementation team helping the Capital Region jurisdictions through the installation and testing of a Next Generation region-wide P25 public safety communications system.

Consultant



Client: County of Henrico , VA

Contacts: Colonel Douglas A. Middleton
Deputy County Manager, Public Safety (former Chief of Police)
P. O. Box 90775
Henrico, VA 23273-0775
804-501-7580
mid02@henrico.us

Project Timeframe: 2012-Present

Project Description: Next Generation Radio System Phase 1 Assessment, Phase 2 Procurement & Phase 3 - System Implementation Management

The Altairis team consisting of Jim Morgan, Richard Townend, Jeff Martin, Phil Heins, Narendra Mangra, Ken Ryan and Steven Gompers worked closely with Henrico County to conduct a comprehensive Radio System Assessment of its Motorola 3.z Richmond Capital Region network. Constituting the initial phase of a multi-year initiative to replace the current Motorola 3.z system, Altairis performed a multitude of tasks to comprehensively define the configuration and utilization of the Henrico County 800 MHz simulcast subsystem, which is networked with similar simulcast subsystems in the City of Richmond and Chesterfield County.

The purpose of the Phase 1 Assessment project was to thoroughly analyze the County's Public Safety radio system, determine performance of the system, develop system requirements for the replacement system, craft a viable conceptual design for the replacement system, identify budgetary costs estimates for the conceptual design and document all findings and conclusions in a comprehensive report. Specific initiatives executed within the Henrico County Phase 1 Assessment project included: Site Facility Surveys, Stakeholder Surveys/Interviews, Coverage Testing, 911 Dispatch Center Analysis, Inventory Assessment, Transport System Analysis, Interoperability Characterization, System Utilization Review, Network Management Evaluation, Regulatory Inspection, RF Coverage Modeling, Conceptual Network Design Planning, Budgetary Cost Estimation, Core Team and Executive Briefing and Report Production.

To facilitate the Phase 1 Assessment, Altairis initially helped to formulate a County Core Team comprised of stakeholders from Police, Fire/EMS, Sheriff's Office and General Services. Altairis and Core Team members worked closely with all of the stakeholder agencies utilizing the legacy system to gather system requirements for the Next Generation replacement system. In addition to working with all eleven County stakeholder agencies, Altairis helped to compile and define regional requirements to solidify the cooperative goals associated with Henrico's partnership with the City of Richmond, Chesterfield County and Hanover County. The culmination of the engagement resulted in a Conceptual Design identifying a variety of scenarios, with associated Budgetary Cost Estimates, aimed at strengthening and expanding the Richmond Capital Region Public Safety Radio System.

At the conclusion of the Phase 1 Assessment, the Altairis team transitioned into the Phase 2 Procurement aspect of the Richmond Capital Region Next Generation Radio Project. Using the Phase 1 Assessment Report as a basis, Altairis led the effort to develop a comprehensive suite of system technical and functional requirements which served as the foundation of a large-scale regional LMR system procurement involving six jurisdictions. Jim Morgan, Brian Tracey and Steven Gompers closely assisted Henrico County and the Richmond Capital Region throughout the release of the regional RFP, subsequent vendor coordination, vendor proposal evaluation process, vendor technical, pricing, and general terms/conditions negotiations culminating in vendor contract execution. The Altairis team maintains a lead and integral role on the regional system implementation team helping the Capital Region jurisdictions through the installation and testing of a Next Generation region-wide P25 public safety communications system.

Consultant



Client: County of Henrico, VA

Contact: Colonel Douglas A. Middleton
Deputy County Manager, Public Safety (former Chief of Police)
P. O. Box 90775
Henrico, VA 23273-0775
804-501-7580
mid02@henrico.us

Project Timeframe: 1995-2003

Project Description: 800 MHz Trunked Voice Simulcast Radio and Digital Microwave System; Mobile Data System; Product Development

Altairis' Jim Morgan managed the consulting services engagement (while employed by RCC) assisting the County with the procurement and implementation of a digital voice radio and mobile data system and acted as the County's primary consultant during all phases of a program to implement a county-wide 800 MHz, 20 channel, four-site digital trunked simulcast public safety and public services radio system and shared mobile data network. The project also included the design and implementation of a new E 9-1-1 dispatch communication and Emergency Operation Center.

Mr. Morgan provided project planning, detailed network design, coverage and site design, dispatch center layout design, contract negotiation assistance, user and dispatch training and talkgroup fleetmapping services. Another unique service that Mr. Morgan provided on this project was the design of a customized remote alarm device for Henrico's Organized Crime Unit. The Emergency Communication Center and Public Safety Answering Point houses thirty call-operator and radio dispatch positions, and processes over 400,000 calls for service.

This system currently hosts the core electronics for a three-subsystem, 69-channel Smart Zone digital network. A two-county, one city consortium of Richmond's metropolitan governments cooperated to institute this regional wide area network by implementing a plan developed by Mr. Morgan. An instrumental partner in the creation of this regional co-op, Mr. Morgan provided the committee with technical, operational, and administrative consulting services in areas of regional voice radio, mobile data, and wireless 9-1-1. The consortium has since expanded to include a third county and Mr. Morgan is currently working with them on the next generation network.

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Client: Fluvanna County, VA

Contacts: Ms. Cheryl Elliott
Emergency Services Coordinator
132 Main Street
PO Box 540
Palmyra, VA 22963
(434) 591-1927
celliot@fluvannacounty.org

Project Timeframe: 2014-Present

Project Description: VHF Countywide Digital Simulcast Trunked Radio & Digital Microwave System Phases 2 & 3 Projects

Altains' Wayne Stack managed the Radio Consulting Services engagement (while employed by RCC and then by Black & Veatch) for Fluvanna County, VA from 2014 through early 2017. During the procurement phase of the project (Phase 2), Mr. Stack's primary responsibilities included detailed technical specification development, RFP assistance, vendor question responses, vendor proposal review, proposal questions development, vendor responses review, vendor orals oversight, vendor contract negotiations oversight, and vendor contract document development.

As a result of successful execution of the vendor (Motorola) contract, Fluvanna County currently is in the final portion of its implementation of the six-site VHF digital simulcast trunked radio system along with the Digital Microwave backhaul system. Implementation includes four dispatch consoles, approximately 400 Subscriber terminals, and in-building solutions for applicable critical buildings. During the implementation phase of the project (Phase 3), Mr. Stack provided both RF engineering and project management services to Fluvanna County.

Fluvanna currently is working with Louisa County, VA which is in the procurement phase for its own new radio system, and Mr. Stack has been a critical resource to Fluvanna County in its discussions and planning with Louisa County which will lead to Fluvanna County hosting Louisa County on the Fluvanna system core controller.

Consultant



Client: City of Fredericksburg, VA

Contacts: Chief Eddie Allen
Fire Chief, Fredericksburg Fire Department
601 Caroline St.
Suite 700
Fredericksburg, VA 22401
540-372-1061
eallen@fd.fredericksburgva.gov

Project Timeframe: 2014-2015

Project Description: Radio System Evaluation and Needs Assessment

Altairis' Wayne Stack managed the Radio Consulting Services engagement (while employed by RCC and then by Black & Veatch) for the City of Fredericksburg, VA between from 2014-2015. During this period, Mr. Stack conducted an assessment and evaluation of the Fredericksburg's VHF conventional radio system and developed a list of the City's functional requirements.

Mr. Stack considered four potential alternatives for the City: 1) upgrade Fredericksburg's existing system, 2) replace Fredericksburg's existing system, 3) join the Spotsylvania County 800 MHz Harris P25 radio system, and 4) join the Stafford County Motorola P25 700 MHz system. Mr. Stack interacted with personnel from both Stafford County and Spotsylvania County, each of which abuts the City of Fredericksburg, to determine whether the Counties were willing to host Fredericksburg on their respective radio systems. Mr. Stack gathered radio system technical information from both counties, and evaluated their potential and feasibility as a solution for Fredericksburg.

Mr. Stack authored a comprehensive report in which he recommended that the City join the Stafford County, Virginia 700 MHz 10 channel, 13 site P25 system. In addition, he recommended coverage testing methodology to be conducted as part of the City's decision-making process. The City of Fredericksburg accepted Mr. Stack's recommendations, has completed its migration to the Stafford system, and is extremely pleased with the results.

Consultant



Client: Hanover County, VA

Contacts: Jethro H. Piland III, Hanover County Chief Fire/EMS
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(804) 365-6195

Charles "Bear" Carneal, Hanover County Deputy Chief Fire-EMS [Retired]
PO Box 470
Hanover, VA 23069
(804) 513-6437

Project Timeframe: 2005-2011, 2014-Present

Project Description: 700/800 MHz Countywide P25 Simulcast Trunked Simulcast Radio & OC-3 Digital Microwave System/ M/A-COM Rebanding/ Site Co-Location Review/ Capital Region Next Generation Radio System Phase 2 Project

Altairis' Steven Gompers managed the Radio Consulting Services engagement (while employed by RCC) for Hanover County, VA between 2005-2011. Mr. Gompers' primary responsibilities included sole management of the four project phases: (1) Assessment/Needs Analysis/Conceptual Design, (2) Technical Specifications Development, (3) Procurement Assistance/Vendor Selection/Contract Negotiations and (4) Project Implementation. Mr. Gompers was instrumental in the design, procurement and implementation of a new 15-site 12-channel 700/800 MHz Motorola 7.9 P25 Simulcast trunking system which includes an 18-node OC-3 microwave/fiber transport backbone. The Hanover County radio system utilizes nearly 1,700 subscriber terminals and 8 active dispatch consoles serving all County agencies, Town of Ashland, Randolph-Macon College, and the Pamunkey Regional Jail. Throughout the 700/800 MHz project, Mr. Gompers provided both RF engineering and project management services to guide Hanover County through a complex procurement and system implementation involving extensive raw land site development. Mr. Gompers served as a key architect in the achievement of enhanced regional interoperability in terms of regional fleetmap development/radio programming for the Richmond Capital Region (i.e., Henrico County, Chesterfield County, City of Richmond, and Hanover County).

In parallel with the new 700/800 MHz system initiative, Mr. Gompers managed the 800 MHz Rebanding Project for Hanover County which included both the Planning and Frequency Reconfiguration phases. The 800 MHz Rebanding Project Planning phase involved extensive contract negotiations with Sprint Nextel and preliminary engineering design work to reconfigure the legacy 4-site M/A-COM EDACS trunking system and more than 1,700 subscriber terminals.

Throughout his service to Hanover County, Mr. Gompers also routinely provided technical and contractual expertise to facilitate revenue-generating site co-location partnerships with commercial wireless service providers. Mr. Gompers helped to negotiate agreements and managed co-location implementations with Verizon Wireless, AT&T/Cingular, nTelos, Conterra and American Family Radio.

Mr. Gompers and Altairis have most recently been leading the Next Generation Radio System Phase 2 Procurement initiative for Hanover County since February 2014. Altairis has closely assisted Hanover County and the Richmond Capital Region throughout the release of a large-scale regional RFP, subsequent vendor coordination, and a thorough vendor proposal evaluation process. The Altairis team maintains an integral role on the regional contract negotiations team helping the Capital Region jurisdictions through technical, pricing, and general terms/conditions vendor negotiations

Consultant



Client: County of Fairfax, VA

Contacts: Stephen L. Brundage (Director, Communications and Regional Initiatives)
12000 Government Center Parkway, Suite 361
Fairfax, VA 22035
703-324-2398 / steve.brundage@fairfaxcounty.gov

Project Timeframe: 1996-2015

Project Description: 800 MHz Digital Simulcast Public Safety Radio System, 800 MHz Analog Simulcast Public Service Radio System, Regional Interoperability Planning and Coordination, 800 MHz Rebanding and Regional Coordination, Public Safety Radio System Technology Refresh

Altairis' Jack Anderson managed the Radio Consulting Services engagement (while employed by RCC) for the County of Fairfax, VA between 1996-2015. Mr. Anderson was engaged full time to provide project management and vendor oversight services during the implementation phase of the County's first digital trunked public safety radio system. During this implementation, Mr. Anderson served as facilitator for the initial regional interoperability planning and coordination effort that built the foundation for one of the most successful multi-jurisdictional voice radio interoperability networks in the United States, consisting today of approximately 40,000 subscribers operating on fourteen trunked radio system infrastructures in the National Capital Region (NCR).

Mr. Anderson's initial eighteen-month engagement with the County ultimately evolved into a long-term staff augmentation role, serving Fairfax County full time and exclusively for over nineteen years. During this engagement, Mr. Anderson served as facilitator of the County's Public Safety Radio System User Group, assisted the County with the specification, procurement, project management and vendor oversight for the expansion of the digital simulcast public safety radio system to add three additional simulcast sites, and, assisted with the specification, procurement, project management and implementation of a new analog simulcast public service radio system which served public service/local government users and provided a backup system for use by the public safety fleet.

Mr. Anderson supported Fairfax County and the entire NCR during the during the FCC-mandated 800 MHz frequency reconfiguration process by developing a NCR regional rebanding conceptual approach and master schedule, including regional program management and coordination of fourteen public safety licensees. Mr. Anderson served as technical advisor to the NCR's 800 MHz Rebanding Regional Coordinator and the Rebanding Executive Committee, helping to ensure that the reconfiguration of approximately 35,000 subscriber radios would be executed without impacting interoperability.

Most recently, Mr. Anderson supported the County with the technology refresh of the original (1996) digital simulcast trunked public safety radio system, and, the technology refresh of 6,200 public safety mobile and portable subscriber radios. Throughout his tenure with the County of Fairfax, Mr. Anderson provided land mobile radio subject matter expert support to all County departments and agencies. Mr. Anderson assisted with equipment and solutions suitability assessment, telecommunications/regulatory policy guidance, RF engineering, fleetmap development, complex system and subscriber radio problem analysis, characterization and troubleshooting, staff training, and RF interference investigation and resolution.

Consultant



Client: Charles County, MD

Contacts: Tony Rose, 911 Chief
 Captain RJ Williams, Sheriff's Office Communications Commander
 Charles County Emergency Services
 10425 Audie Lane
 P.O. Box 2150
 La Plata, MD 20646
 (301) 609-3550 [Rose] / (301) 609-3583 [Williams]

Project Timeframe: 2002-Present

Project Description: 800 MHz Countywide Analog/Digital Simulcast Trunked Simulcast Radio & OC-3 Digital Microwave System/800 MHz Rebanding/ System Management Support/ 9th Channel Expansion Project
 Next Generation Phase 1 Assessment Project

Altairis' Steven Gompers managed the Radio Consulting Services engagement (while employed by RCC) for Charles County, MD between 2002-2011. Mr. Gompers' primary responsibilities included sole management of the Project Implementation of a new 10-site 8-channel 800 MHz Motorola 4.1 Analog/Digital Simulcast trunking system, which includes an 13-node OC-3 microwave/fiber transport backbone, a 10-site 3-channel NPSPAC simulcast subsystem, a 3-site VHF Marine channel subsystem, and 8 BDA locations. The Charles County radio system utilizes nearly 2,300 subscriber terminals and 16 dispatch consoles serving most County agencies, Maryland State Police, MDTA and numerous National Capital Region interoperability partners. Throughout the 800 MHz project (2002-2007), Mr. Gompers provided both RF engineering and project management services to guide Charles County through a challenging system implementation involving extensive raw land site development. Mr. Gompers also served as a key architect in the achievement of enhanced regional interoperability in terms of regional fleetmap development/radio programming with Fairfax County, Prince William County, Calvert County, and Prince George's County.

At the conclusion of the 800 MHz system initiative, Mr. Gompers managed the 800 MHz Rebanding Project for Charles County for approximately 16 months, which included both the Planning and Frequency Reconfiguration phases. The 800 MHz Rebanding Project Planning phase involved extensive contract negotiations with Sprint Nextel/FCC and preliminary engineering design work to reconfigure the new 10-site trunking/NPSPAC conventional system and more than 2,300 subscriber terminals.

Throughout his tenure with Charles County (2002-Present), Mr. Gompers also routinely provided technical system management expertise to help optimize the use and performance of the public safety radio system. Charles County relied on Mr. Gompers for guidance on enhancing regional interoperability and maximizing system availability. Mr. Gompers consistently provided support on all subscriber programming logic development and subscriber asset management. Mr. Gompers and Altairis have most recently been leading the 9th channel system expansion activities.

In 2016 Altairis was contracted to conduct a comprehensive Radio System Assessment of its Motorola 4.1 communications network, constituting the initial phase of a multi-phase initiative to replace the current system with a P25 system.

Consultant



Client: Anne Arundel County, Maryland

Contacts: William C. DeHoff, Jr.
Chief Telecommunication Services, Office of Information Technology
44 Calvert Street, MS 1117
Annapolis Maryland 21401
(410) 222-2020 (Office)
bdehoff@aacounty.org

Project Timeframe: 2001-2012

Project Description: 800 MHz Countywide Analog/Digital Simulcast Trunked Radio & Multi-Loop Digital Microwave System/Fire 911 Facility Renovation/800 MHz Rebanding/ P25 Next Generation System Assessment Procurement and Implementation

Altairis' Jeff Martin managed the Radio Consulting Services engagement (while employed by RCC) for Anne Arundel, MD between 2001-2012. Mr. Martin's primary responsibilities included management of the Project Implementation of a new 10-site 800 MHz Motorola 4.1 Analog/Digital Simulcast trunking system which utilized an 11-node microwave transport backbone, a 4-site 4-channel NPSPAC "ITAC" mutual aid subsystem, a 7-site VHF fire paging subsystem, a regional back-up 911 center and several BDA installations. The project also included a major renovation of a fire warehouse into their primary Fire 911 Dispatch Center, renovation of Police Dispatch Center, and renovation of the Regional Communications Center. The entire multi-year, phased project was completed on time and under the forecasted budget. The Anne Arundel County radio system utilizes nearly 3,800 subscriber terminals and 28 dispatch consoles serving most County agencies, the City of Annapolis, Maryland State Police, MDTA, Gibson Island Township, Crofton Township and several federal law enforcement agencies.

Beginning in 2001, Mr. Martin guided the County through an intense "pre-rebanding" process in which the County/FCC/Commercial Carriers negotiated a resolution to major interference locations throughout the County. This process included significant field studies and mitigation testing in order to properly identify the sources of interference and resulted in the acquisition of 16 replacement frequencies suitable for their system expansion from four to ten RF sites. Mr. Martin provided technical expertise to guide the County in the development of their non-interference ordinance which served to provide protection from commercial cellular sites until the nationwide FCC Reconfiguration (Rebanding) initiative and its long term resolutions could be developed in 2006. Throughout the 800 MHz system deployment (2004-2008), Mr. Martin provided both RF engineering and project management services to guide the County through the system implementation involving extensive raw land site development which included the overhaul of a historic WWII vintage 600-foot tower located at the US Naval Academy Greenbury Point. The entire Countywide 800 MHz project included Interference Mitigation, Needs Assessment and Preliminary Design, Frequency Acquisition, RFP and Competitive Procurement Process, System Deployment and Performance Certification.

Starting in 2008, Mr. Martin managed the 800 MHz Rebanding Project for the County which included both the Planning and Frequency Reconfiguration phases. The 800 MHz Rebanding Planning phase involved extensive contract negotiations with Sprint Nextel/FCC and preliminary engineering design work to reconfigure the remaining components of the new 10-site trunking system and NPSPAC "ITAC" conventional system plus more than 3,800 subscriber terminals including numerous in-band vehicular repeaters.

Altairis was awarded a contract to assist with the development of the County's Next Generation P25 communication system. Jack Anderson, Moises Martinez and Jeff Martin have completed the Assessment phase of the project and are currently managing a competitive procurement for a P25 system. The project is expected to be completed in 2020 after a multi-year phased-in implementation.

Consultant



Client: Calvert County, Maryland

Contacts: Jacqueline Vaughn
Public Safety Director
175 Main Street
Prince Frederick, MD 20678
(410) 535-1600 X2303

Tamara Blake / Judy Mackall / Roxana Whitt
Planning & Zoning
(410) 535-1600

Project Timeframe: 2000-present

Project Description: Planning and Zoning Support / 800 MHz Rebanding Project
Management/NextGen P25 System Design, Procurement and Implementation

Altairis' Jeff Martin (while employed by RCC) initiated his Planning & Zoning work for Calvert County in 2000 by reviewing all building permits for new wireless communication co-locations and new communication tower structures. Mr. Martin assisted the County Planning & Zoning Department in modifications to its Ordinance to protect Public Safety communications systems while continuing to help support the expansion of Commercial Wireless technologies throughout their jurisdiction. This work included a process to ensure that new towers were actually required and that all available existing structures were considered including the use of County and commercial assets such as building rooftops, water tanks, towers and power utility structures. When new communications tower structures were actually required, Mr. Martin occasionally assisted the applicants with the development of alternative stealthy structures such as flagpoles and artificial trees. This work effort continues today to minimize the number of towers while efficiently utilizing existing alternative structures to meet the vertical real estate needs of the wireless industry.

From 2006-2012, Mr. Martin with support from Altairis' Steve Gompers (while both employed by RCC) provided primary technical and project management support for the County's FCC-mandated Rebanding initiative. This work included project management of the PFA Planning and FRA Implementation stages as well as strategic contract negotiations with Sprint Nextel as overseen by the FCC Transition Administrator. During this same period of time, Mr. Martin and Mr. Gompers assisted the Calvert County with their responsibilities within the Southern Maryland Interoperability Expansion PSIC project which involved the addition of several new 5-chl ITAC simulcast sites. This project also involved support to the County in strategic negotiations with American Tower Corporation to analyze towers and secure antenna space on their partnership towers.

In October 2013, Altairis was awarded a contract to assist the County with the replacement of their 1997-vintage radio dispatch system with a NextGen P25 System. Altairis has completed a detailed Assessment, competitive system vendor Procurement process and is currently providing Implementation Management services for the installation of a 15-site 800 MHz P25 simulcast system. The project is scheduled to be completed in December 2018

6. COST PROPOSAL

6.1 Introduction

Altairis Technology Partners would like to thank the County of Prince George for the opportunity to provide this proposal for services in response to the County's RFP-17-0222-1 for Radio Consultant. Altairis respectfully submits the following Financial Proposal to the County.

Altairis certifies that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with the County of Prince George, Virginia.

6.2 Project Price Proposal

Costs for the project reflect the specific scope of work outlined in the attached work plan and clarified by the Pricing Assumptions contained in this proposal. The County may elect to adjust the scope of work proposed, at which time the final project price shall be negotiated between the County and Altairis and adjusted accordingly. The tasks and services the County ultimately elects to contract with Altairis are fully negotiable and Altairis will only invoice for actual work performed and services rendered to the County.

6.2.1 Project Consulting Fees

The following is a summary of Altairis' price proposal for the project. Please see the project work plan and Gantt chart that accompanies this document for price estimate details and task assumptions.

Project Task	Hours	Cost
PHASE 1 - INITIAL STRUCTURE AND NEEDS ASSESSMENT, FEASIBILITY ANALYSIS AND PRELIMINARY DESIGN AND COST <i>COMPLETED PER COUNTY RFP</i>		
PHASE 2 - DETAILED DESIGN, INVITATION TO BID DEVELOPMENT, CONTRACTOR SELECTION, AND PROCUREMENT	1,231	\$223,715
PHASE 3 - IMPLEMENTATION AND PROJECT MANAGEMENT	1961	\$370,211
Total Proposed Consulting Services:	3,192	\$593,926
		Estimated Project Expenses:
		\$11,152
		Project Total (Including Estimated Expenses):
		\$605,078

Note: Please see pricing assumptions below.

6.2.2 Payment Schedule

Upon satisfactory completion of services and in accordance with the County's RFP Section 7.7.1 – Payment to Prime Contractor, Altairis proposes to provide progress-billing invoices for the work performed during the previous month of service, for the duration of the project. Payments are due within thirty (30) days of invoice.

6.2.3 Change Orders

Should the County, at any time during the project, desire services that are outside the agreed upon scope of work, Altairis will prepare a quotation outlining the estimated effort, resources required, and cost for the requested service. Upon approval of the quotation, Altairis will provide the desired services at the agreed upon price.

6.3 Consulting Services Fees**6.3.1 Fee Structure**

In general, due to Altairis' emphasis on utilizing experienced resources and leveraging standardized project processes and deliverable templates (e.g., data collection templates, RFPs, vendor evaluation score-sheets and tools, SOW and SLA frameworks, sample end-to-end contract templates, etc.), Altairis is able to provide exceptional project value through accelerated delivery. Further, to maximize the chance to introduce our services to the County, Altairis is prepared to offer our consultants at prices that represent a significant discount from our standard rates.

If Altairis is privileged with a contract resulting from Prince George County's solicitation, Altairis will honor the rates contained in the Prince George County contract to any other public agency, jurisdiction or body in the Mid-Atlantic Region (to include the States of Virginia, Maryland, Delaware, Pennsylvania, West Virginia, North Carolina and the District of Columbia) and permit those public entities to purchase at the prevailing Prince George County contract rates, in accordance with the terms, conditions and specifications of this procurement. Altairis shall deal directly with each agency with regard to requests for services, delivery, invoicing and payment.

Altairis projects are typically structured on an hourly time and material basis; however, Altairis would welcome the opportunity to discuss other fee structures with the County.

6.3.2 Consulting Service Rates

Altairis proposes to invoice the County only for actual hours worked, based upon a jointly finalized work plan. Specific to this opportunity for both the proposed work plan and any other time and materials work, Altairis proposes to invoice the County for consulting services at the following reduced rates, which have been factored into the proposed work plan.

Resource	2016/17 Standard Rate/hour	2016/17 Prince George Discounted Rate/hour ¹
Partner	\$253	\$215
Principal Consultant	\$221	\$199
Managing Consultant	\$195	\$175
Senior Consultant	\$158	\$142
Consultant	\$126	\$114
Analyst	\$95	\$85
Consulting Support	\$77	\$69

6.3.3 Expenses

Out-of-pocket expenses³ for projects of this nature typically range between 10% and 15% of professional consulting fees. Since Altairis' resources are in close proximity to Prince George County, we are able to estimate a significantly lower amount of project expense. As such, for planning and budgeting purposes, Altairis has included an estimated project expense of approximately 2% of the professional fees to be used for travel and project incidentals and will bill at direct cost without mark-up. Altairis will provide the County prior notification of extraordinary expenses and request prior approval for travel.

Other expenses directly attributable to the project, such as costs for frequency coordination fees, licensing fees, permit fees, civil, surveyor or structural engineering fees, soil tests, rental equipment, microwave pre-coordination fees and inordinate travel expenses (such as factory staging travel) are not specifically included and will be billed to the County as a reimbursable expense if the task is managed through Altairis.

² In accordance with standard industry practice for multi-year contracts the above rate structure shall be subject to annual economic adjustments based on the Consumer Price Index (CPI-U, US City Average) as published by the U.S. Department of Labor Bureau of Labor Statistics, not to exceed three percent (3%) per hour above the previous year's hourly rate. Increases will occur on the first of July on or following the contract date. May CPI-U data (published in June) will be used to calculate the annual adjustments. Estimated rate adjustments have been incorporated into Altairis' proposed work plan using the worst-case adjustment factor (i.e. 3%), but actual CPI figures up to a maximum of 3% will be applied at the time of adjustment.

³ Expenses can include lodging, meals, airfares, rental equipment, rental vehicles, highway mileage at the most current Federal mileage rate, inordinate printing or copying costs, and shipping.

6.4 Pricing Assumptions

6.4.1 General

- Professional fees are based on the estimated labor and expenses included in the pricing for the scope of work described in this document and attachments. This effort may be adjusted by mutual agreement of both parties as necessary to facilitate the desired scope of work. Altairis assumes that it will take no more than 31 months to plan, procure, construct, test, train, and cut over the new voice communication systems. Altairis has proposed levels of effort for each phase and task requested by the County and accordingly full-time project management has not been proposed. Should there be unforeseen circumstances beyond Altairis' control that require additional effort or the County requests additional effort such as a full-time project manager, Altairis' shall review the County's requirements and submit a cost proposal at that time.
- The fees and rates contained herein shall remain valid for 90 days from the date of this proposal.
- Hourly rates for professional fees beyond the scope of work will be based on the prevailing contracted hourly rates and additional expenses.
- Altairis' proposal assumes the County provides a single point of contact for project management for the entirety of the project.
- Not knowing for certain the number of sites associated with the final design of the Next Generation system, Altairis' work plan assumes the new system will only replace the infrastructure associated with the existing RF sites.
- Altairis has proposed a total of 3,192 hours plus estimated expenses to facilitate the entire project effort. If the County desires support in excess of what has been estimated in the work plan, Altairis can provide the necessary support and provide quotations for additional services as requested. Due to the uncertainty and inherent unpredictability associated with some of the project tasks included in the work plan provided, Altairis has proposed its best estimate of the level of effort and expense necessary to facilitate the entire project.
- Not knowing how much material has been generated during the Phase 1 work conducted by the County's previous consultant, it is difficult to estimate how much time it will take to "...review what is already in place and provide a plan for moving on with Phase 2." Altairis has included its best estimate of 100 hours (Task ID 4 in the Work Plan) of consulting time to review what is already in place and provide a plan for moving on with Phase 2. Altairis will only invoice for actual work performed and services rendered. If the County desires support in excess of what has been proposed, Altairis can provide the necessary support and a quotation for additional services as requested.
- In order to be more responsive to the County's needs, Altairis respectfully reserves the right to move professional fees and expenses between project tasks, as needed, to complete the scope of work, as long as the total amount billed to the County does not exceed the contract amount. Altairis will only invoice for actual work performed and services rendered.
- Altairis has included 40 hours (Task ID 45 in the work plan) of consulting time to provide the County with Assistance With Wireless Broadband Project & Tower Colocation . Altairis will only invoice for actual work performed and services rendered. If the County desires support in excess of what has been proposed, Altairis can provide the necessary support and a quotation for additional services as requested.
- Electrical, mechanical, structural, civil, construction or other design engineering services not specifically indicated in this proposal have not been proposed. Services specifically requiring a registered Professional Engineering review, certification, or seal are not proposed unless otherwise explicitly stated in this proposal.

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- In the event of any conflicts between the scope of work described in this document and the accompanying work plan, the work plan shall prevail.

6.4.2 Regulatory, Site Planning & Coordination

- Please note that no licensing, regulatory or site acquisition/development coordination was requested in the County's RFP and thus has not been proposed and is assumed to be the responsibility of the County or any integrator that proposes a solution in response to the County's radio system solution RFP. If the County desires support in excess of what has been proposed, Altairis can provide the necessary support and a quotation for additional services as requested.

6.4.3 System Procurement & Vendor Negotiation Assistance

- Procurement support services assume one procurement process to obtain a communication system vendor. Professional fees and expenses for multiple RFPs have not been included.
- Altairis will submit the technical specifications and functional requirements RFP deliverables for one comment and review cycle. The County shall provide one consolidated set of comments for the review cycle from all parties involved.
- Altairis assumes the County will take the lead on compiling and distributing the final RFP sourcing document.
- The effort proposed for evaluating vendor proposals is limited to the review and evaluation of no more than two vendor proposals as selected by the County.
- The vendor negotiations/evaluation process assumes that a single vendor is declared most compliant rather than using a two-step process to achieve proposal leveling and negotiating in parallel with multiple vendors.
- It is very difficult to predict how long vendor Technical Contract Negotiations might take or how much actual assistance from the consultant the County will require. To provide a baseline for the purpose of this proposal, Altairis has included 176 hours (Task ID 98 in the Work Plan) of consulting time to assist the County with technical contract negotiations. Altairis will only invoice for actual work performed and services rendered. If the County desires support in excess of what has been proposed, Altairis can provide the necessary support and a quotation for additional services as requested.

6.4.4 Implementation Assistance, Vendor Supervision & Quality Control

- The implementation services proposed assumes a project duration of approximately 17 months and anticipates the new system will replace the infrastructure associated with the existing RF sites.
- The effort associated with Cutover/Project Closeout is based on Altairis' best estimate at the time of this proposal and provides for 184 hours (Task ID 185 in the work plan) of assistance. Altairis will only invoice for actual work performed and services rendered; however, if additional Cutover/Project Closeout effort or other unforeseen circumstances beyond Altairis' control require additional time in excess of what has been proposed, Altairis can provide the necessary support and a quotation for additional services as requested.
- System implementation and construction supervision provided by Altairis does not include physical verification or inspection of antenna structure installation or related equipment (e.g. antennae, tower-top amplifiers, transmission line, obstruction lighting, lightning protection equipment, etc.), or any inspection/verification that requires climbing of antenna structures or endangers personal safety.
- System Acceptance and Staging testing efforts assume vendors pass the required test in a single testing cycle. Efforts to monitor retesting have not been included in our work plan unless it can be covered by the hours proposed.

- Assistance with inventory has not been specifically proposed.

7. RESPONSE TO RFP REQUIREMENTS

The following table includes the sections from the County's RFP Requirements and our response to each.

§	Nature of Services Required	Response
3.0	STATEMENT OF NEEDS	
3.0	<p>The County is soliciting proposals from qualified consultants to examine the County's current communication system, evaluate the current method of operation of the system, and provide a report on recommendations for a new communication system. The Consultant shall provide expertise in the design, provision of a bid document implementation, quality assurance, coordination, performance testing, system cutover, and acceptance stages of the new radio communication system for the County. Consultants must possess demonstrated expertise (subject matter knowledge and relevant experience) with current public safety radio communications systems and technology, the most current industry trends and initiatives as set forth by organizations such as the Association of Public Safety Communications Officials (APCO), the National Public Safety Telecommunication Council (NPSTC), and dominant radio system manufacturers. Consultants must be intimately familiar with governing rules and regulations as issued by the Federal Communications Commission (FCC) and other relevant agencies (FAA, NTIA, etc.), and possess demonstrated subject matter expertise and hands-on experience in the following areas:</p> <ul style="list-style-type: none"> a. P25 Compliant b. Two-way radio communication hardware c. Software and systems d. Interoperable communications e. Dispatch communications solutions f. Radio frequency spectrum allocation <p>High capacity voice and data transport systems that support municipal radio communications systems, such as microwave and fiber optic communications systems</p>	<p><i>Understood. Altairis Technology Partners is fully capable to address and has no exceptions to these requirements. Altairis has outlined a proposed approach to the project, subject to further discussion with, and review and approval from, Prince George County. The detailed project work plan is included in Section 11.2 of this proposal.</i></p> <p><i>In response to RFP questions, the County stated <u>"To clarify, the [RFP] Section 1.0 language should have been removed since the Phase I report has been delivered. A Communications Plan will not be a deliverable of this RFP. But, any and all work required by the consultant to properly bid for a public safety radio vendor in Prince George County, VA shall be included in the scope."</u></i></p> <p><i>The County further clarified that <u>"Any and all work required by the consultant to properly bid for a public safety radio vendor in Prince George County, VA shall be included in the scope. The responding consultants may choose to accept or reject the information in the Phase I report. The County's intent is not to pay for another Communications Plan. The County would like to work towards bidding out the public safety radio project."</u></i></p>

§	Nature of Services Required	Response
<p>3.0 Cont.</p>	<p>Prince George County requires a public safety radio system to fully cover the varying topography of the County. The system should be interoperable during emergencies with the public safety agencies in surrounding counties. These counties currently operate public safety radio systems in multiple areas of the radio spectrum including VHF, UHF, and 700 / 800MHz. A collaborative system expansion of neighboring systems should be explored, as well as a stand-alone system. The system should also provide alerting for fire/ems stations and volunteer fire/ems personnel.</p>	<p><i>Understood. Altairis Technology Partners is fully capable to address and has no exceptions to these requirements. Altairis recognizes the strategic importance of the new radio system to Prince George County and its regional partners, and is committed to working with all involved to ensure a successful implementation.</i></p>
<p>3.0 Cont.</p>	<p>Project phases</p> <p><u>Phase 1:</u> Infrastructure and Needs Assessment, Feasibility Analysis, and Preliminary Design and Cost - this phase of the project has currently been completed. Consultant should review what is already in place and provide a plan for moving on with Phase 2. All documentation for phase 1 will be provided to consultant for review and analysis.</p> <p><u>Phase 2:</u> Detailed Design, Invitation to Bid Development, Contractor Selection, and Procurement</p> <p><u>Phase 3:</u> Implementation and Project Management</p>	<p><i>Understood. Altairis Technology Partners is fully capable to address and has no exceptions to these requirements. Altairis has outlined a proposed approach to the project, subject to further discussion with, and review and approval from, Prince George. The detailed project work plan is included in Section 11.2 of this proposal.</i></p> <p><i>In response to RFP questions, the County stated <u>"Any and all work required by the consultant to properly bid for a public safety radio vendor in Prince George County, VA shall be included in the scope. The responding consultants may choose to accept or reject the information in the Phase I report. The County's intent is not to pay for another Communications Plan. The County would like to work towards bidding out the public safety radio project."</u></i></p>
HIGH LEVEL OBJECTIVES		
<p>3.0 Cont.</p>	<p><u>Phase 2</u> Create a functional specification document (including performance requirements), structured to be used in issuing a public Invitation to Bid and to serve subsequently as a requirements traceability matrix and acceptance tool. Analyze the projected costs</p>	<p><i>Understood. Altairis Technology Partners is fully capable to address and has no exceptions to these requirements. Altairis has outlined a proposed approach to the project,</i></p>

§	Nature of Services Required	Response
	<p>Provide assistance in obtaining funds from potential sources identified in the analysis. Prepare Grant proposals, if any, for accomplishing any recommendations</p> <p>Collaborate with County staff to create an Invitation to Bid, issue the Invitation to Bid, and respond to bidder inquiries.</p> <p>Develop necessary weighting and adjustment factors to ensure bottom line costs apply to comparable systems and proposals, Cost analysis shall include initial, total implementation and long term maintenance and support costs</p> <p>Assist County in reviewing bid submittals.</p> <p>Assist County with interview and selection process of vendors needed to implement approved improvements of public safety communications.</p>	<p><i>subject to further discussion with, and review and approval from, Prince George County. The detailed project work plan is included in Section 11.2 of this proposal.</i></p>
<p>3.0 Cont.</p>	<p><u>Phase 3</u></p> <p>Implementation of the selected solution and contractor to include serving as the County's project reviewer and independent verification and validation resource.</p> <p>Serve as project manager including oversight of all vendors, installation and construction</p> <p>Be available for public meetings when necessary to explain the project and its impact on the local community</p> <p>Monitor and certify acceptance tests</p> <p>Prevent Avoidable Failure. A key objective of this engagement should be to identify and avoid or mitigate foreseeable system failures due to planning or obsolescence. This is relevant to both the current state of the system as well as future state of any solution.</p>	<p><i>Understood. Altairis Technology Partners is fully capable to address and has no exceptions to these requirements. Altairis has outlined a proposed approach to the project, subject to further discussion with, and review and approval from, Prince George County. The detailed project work plan is included in Section 11.2 of this proposal.</i></p>
<p>4.0</p>	<p>PROPOSAL PREPARATION & SUBMISSION</p>	
<p>4.0</p>	<p>One original and five copies of the proposal should be forwarded to Ms. Leigh Primmer, Procurement Officer, Finance Department, P.O. Box 68, 6602 Courts Drive, Prince George, VA 23875 clearly marked "Proposal – Radio Consultant", no later than 2:00 PM on March 21, 2016.</p>	<p><i>Understood.</i></p>
<p>5.1</p>	<p>EVALUATION AND AWARD CRITERIA</p>	
<p>5.1</p>	<p>These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address</p>	<p><i>Altairis Technology Partners has included Profile, Qualifications and Experience information in Sections 1, 2 and 3 of this proposal. Section 3.1 illustrates the proposed project Organizational Chart and Section 11.1 provides resumes detailing</i></p>

§	Nature of Services Required	Response
	each evaluation criterion in the order listed and to be specific in presenting their qualifications. 1. Relevant experience with similar projects (35) 2. Qualifications and experience of key project team members who are actively involved throughout the entire project (25) 3. Overall project approach and timeliness (20) 4. References from other similar projects (15) 5. Cost Proposal (5)	<i>resource experience and qualifications. Altairis intends to manage the Prince George County project primarily from its Richmond, VA locations, while leveraging, as necessary, its additional technical staff situated throughout the Mid-Atlantic region. Section 2 summarizes similar engagements with other Government Entities, and Section 5 details numerous local government references. Altairis has outlined a proposed approach to the project, subject to further discussion with, and review and approval from, Prince George County. The detailed project work plan is included in Section 11.2 of this proposal.</i>
6.0	REPORTING AND DELIVERY INSTRUCTIONS	
6.0	Submittals should include a proposed schedule for the project. The County of Prince George will adhere to the following schedule: Deadline to submit question March 21, 2017 All questions shall be submitted by email to Leigh Primmer at: lprimmer@princegeorgecounty va.gov RFP submission deadline March 30, 2017 @ 2:00pm	Understood.

8. RESPONSE TO GENERAL TERMS AND CONDITIONS

§	Section Title	Response
7.1	APPLICABLE LAWS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (<i>Code of Virginia, § 2.2-4366</i>). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.	Agreed
7.2	ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the <i>Virginia Public Procurement Act (VPPA)</i> . If the award is made to a faith-	Agreed

<p>7.2 Cont.</p>	<p>based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).</p> <p>In every contract over \$10,000 the provisions in 1. and 2. below apply:</p> <p>1. During the performance of this contract, the contractor agrees as follows:</p> <ul style="list-style-type: none"> a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. <p>2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.</p>	
<p>7.3</p>	<p>ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.</p> <p>The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.</p>	<p>Agreed</p>

	<p>job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (<i>Code of Virginia, § 2.2-4363</i>).</p>	
<p>7.8</p>	<p>QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.</p>	<p><i>Agreed</i></p>
<p>7.9</p>	<p>TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.</p>	<p><i>Agreed</i></p>
<p>7.10 7.10 Cont.</p>	<p>CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:</p> <ol style="list-style-type: none"> 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods: <ol style="list-style-type: none"> a. By mutual agreement between the parties in writing; or <p>By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or</p> 	<p><i>Agreed</i></p>

<p>7.11</p>	<p>DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have.</p>	<p>Agreed, with the exception that Altairis respectfully requests that any such notice be given in written form. As such, we propose to strike the words "oral or" in this provision.</p>
<p>7.12</p>	<p>TAXES: Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince George on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.</p>	<p>Agreed</p>
<p>7.13</p>	<p>USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal) that the product offered is an equal product, such proposal) will be considered to offer the brand name product referenced in the solicitation.</p>	<p>Agreed</p>
<p>7.14</p>	<p>INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the <i>Code of Virginia</i>. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.</p> <p>MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:</p> <p>1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County</p>	<p>Agreed. If awarded the contract, Altairis will provide the County with a Certificate of Insurance.</p>

<p>7.14 Cont.</p>	<p>of increases in the number of employees that change their workers' compensation requirements under the <u>Code of Virginia</u> during the course of the contract shall be in noncompliance with the contract.</p> <p>2. Employer's Liability - \$100,000.</p> <p>3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.</p> <p>4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)</p> <p>NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Profession/Service</u></th> <th style="text-align: left;"><u>Limits</u></th> </tr> </thead> <tbody> <tr> <td>Accounting</td> <td>\$1,000,000 per occurrence, \$3,000,000 aggregate</td> </tr> <tr> <td>Architecture</td> <td>\$2,000,000 per occurrence, \$6,000,000 aggregate</td> </tr> <tr> <td>Asbestos Design, Inspection or Abatement</td> <td></td> </tr> <tr> <td>Contractors</td> <td>\$1,000,000 per occurrence, \$3,000,000 aggregate</td> </tr> <tr> <td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)</td> <td>\$1,750,000 per occurrence, \$3,000,000 aggregate</td> </tr> </tbody> </table> <p>Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.</p> <table border="0"> <tr> <td>Insurance/Risk Management</td> <td>\$1,000,000 per occurrence,</td> </tr> </table>	<u>Profession/Service</u>	<u>Limits</u>	Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate	Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate	Asbestos Design, Inspection or Abatement		Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate	Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,750,000 per occurrence, \$3,000,000 aggregate	Insurance/Risk Management	\$1,000,000 per occurrence,	
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Insurance/Risk Management	\$1,000,000 per occurrence,															

	the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.	
7.17	AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.	Agreed
7.18	AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.	Agreed
7.19	CONTRACT DOCUMENTS: (a) The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents. (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract. (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.	Agreed
7.20	LAWS AND REGULATIONS: (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby. (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, <i>Code of Virginia</i> , relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions. (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the <i>Code of Virginia</i> shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court. (d) All proposals submitted shall have included in their price the cost	Agreed

	of any business and professional licenses, permits, or fees required by the County of Prince George or the Commonwealth of Virginia.	
7.21	PREPARATION AND SUBMISSION OF PROPOSALS: Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.	Agreed
7.22	WITHDRAWAL OR MODIFICATION OF PROPOSALS: Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.	Agreed
7.23 7.23 Cont.	RECEIPT OF OPENING OF PROPOSALS: (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered. (b) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.	Agreed
7.24 Cont.	PROPRIETARY INFORMATION: Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted	Agreed

	by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.	
7.25	BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.	Agreed
7.26	SEPARATE CONTRACTS: (a) The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in this Request for Proposals which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Request for Proposals, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions. (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 8.38(c) and 8.38(d) of these General Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.	7.26 (a): Agreed 7.26 (b): Not applicable
7.27	TAXES: The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.	Agreed
7.28 7.28 Cont.	INSPECTION: a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove	<i>These requirements appear to apply exclusively to construction projects. Any construction-related tasks in the implementation of a radio system are typically made the responsibility of the system vendor with whom the County will be contracting; Altairis' proposal does not include any such items. To the extent that construction</i>

<p>7.28 Cont.</p>	<p>the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.</p> <p>b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.</p> <p>c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.</p> <p>d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall</p>	<p><i>tasks are subsequently added to the Altairis scope of work, Altairis agrees to these terms.</i></p>
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	<p>be borne by the contractor unless it is later determined that no fault existed in the contractor's work.</p> <p>e. The project inspector has no authority to and shall not:</p> <ul style="list-style-type: none"> (1) Authorize deviations from the contract documents; (2) Enter into the area of responsibility of the contractor's superintendent; (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work; (4) Authorize or suggest that the owner occupy the project, in whole or in part; (5) Issue a certificate for payment. 	
<p>7.29</p>	<p>SUPERINTENDENCE BY CONTRACTOR:</p> <p>a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.</p> <p>b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.</p> <p>c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.</p>	<p><i>These requirements appear to apply exclusively to construction projects. Any construction-related tasks in the implementation of a radio system are typically made the responsibility of the system vendor with whom the County will be contracting; Altairis' proposal does not include any such items. To the extent that construction tasks are subsequently added to the Altairis scope of work, Altairis agrees to these terms.</i></p> <p><i>Altairis is not proposing a full-time project manager or site supervisor to oversee the system vendor at all times during the duration of the work. Should the County require such a level of oversight, Altairis would be happy to provide an estimate for this work.</i></p>
<p>7.30</p>	<p>ACCESS TO WORK: The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.</p>	<p>Agreed</p>
<p>7.31 Cont.</p>	<p>TERMINATION BY OWNER FOR CONVENIENCE:</p> <p>a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:</p>	<p>Agreed</p>

	<p>(1) All amounts then otherwise due under the terms of this contract,</p> <p>(2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,</p> <p>(3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.</p> <p>b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.</p>	
<p>7.32</p> <p>7.32 Cont.</p>	<p><u>GUARANTEE OF WORK:</u></p> <p>a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.</p> <p>b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:</p> <p>(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;</p> <p>(2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and</p> <p>(3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.</p> <p>c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.</p> <p>d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects</p>	<p><i>Agreed</i></p>

	<p>corrected and the contractor and his surety shall be liable for all expense incurred.</p> <p>e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.</p> <p>f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Warranty of Materials and Workmanship section of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.</p> <p>g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.</p>	
<p>Section Added by Clarification Email of 3/22/2017</p>	<p>a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with the contract documents and shall be performed by persons qualified at their respective trades.</p> <p>b. Work not conforming to these warranties shall be considered defective.</p> <p>c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.</p>	<p><i>Agreed</i></p>

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9. RESPONSE TO SPECIAL TERMS AND CONDITIONS

§	Section Title	Response
8.1	<p>ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.</p>	Agreed
8.2	<p>AWARD OF CONTRACT: 8.2.1 AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (<i>Code of Virginia, § 2.2-4359D</i>). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.</p>	Agreed
8.3	<p>WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.</p>	Agreed

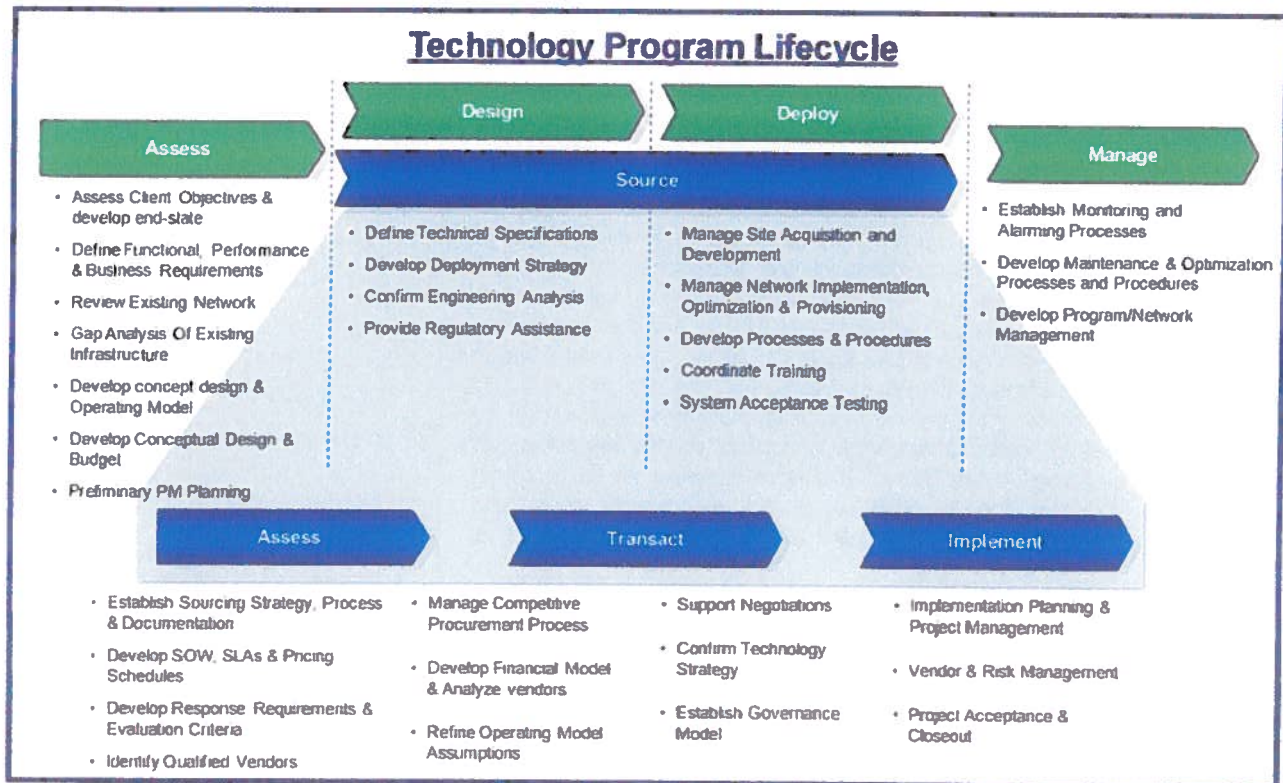
10. ALTAIRIS SERVICE OFFERINGS

Altairis Technology Partners, LLC is a full service, independent technical advisory and management consulting firm, specializing in wireless telecommunications and critical infrastructure industries. Altairis is focused on providing consulting support for large-scale, telecommunication assessments, sourcing transactions and implementations as well as assisting clients with the management and optimization of existing systems. We combine extensive technical expertise, business acumen, operational experience, and sourcing transaction capabilities to provide efficient, high-impact and holistic service offerings to help regional government, commercial wireless and utility industry clients navigate the telecommunications landscape and make the appropriate technology and supplier choices.

Leveraging the strengths, experience and reputations of our founders, Altairis focuses on providing professional, high-value, mission-critical services that address complex network, technology and business challenges through the entire technology program lifecycle. Our primary service areas are as follows:

- Technology Assessment & Strategy
- Technology Sourcing/Acquisition
- Technology Implementation
- Systems Management/Provisioning

A description of each of these four major service areas follows.



Technology Assessment & Strategy

Our initial directive for most projects entails working with clients to develop class-leading conceptual designs and end-state architectures along with pragmatic plans that achieve a graceful migration from the current state environment. Having been involved in some of the largest, most critical network deployments and system reconfiguration programs, the Altairis team understands the criticality of the planning process and realizes the probability of success for any project often depends on careful upfront planning. Specific services that we provide in this area include:

- Development of desired end-state vision
- Assessment of client functional, performance and business requirements
- Technical review of existing network architectures and performance
- Gap analysis of existing infrastructure
- Development of conceptual designs, operating models and deployment strategies. For example:
 - Multi-site, trunked and conventional radio system design and specification
 - Microwave and fiber optic backhaul system design and specification
 - Radio propagation analysis
 - Commercial radio network design and optimization (RAN, Transport, and IP-Core)
 - Tower site development planning and facility design
 - Local and wide-area wireless data system designs
 - Communications dispatch centers planning and facilities design
- Development of strategies from application, architecture, organizational and operational perspectives
- Feasibility studies and needs assessments
- Development of business cases and financial pro-formas
- Provision of program management support through strategy execution

Technology Sourcing and Procurement

The Altairis team has extensive experience and can provide the expertise required to successfully manage any formal telecom sourcing (RFP, IFB, RFQ, etc.) process, whether it is for critical communication equipment and networks, or network deployment services. We start by developing a sourcing strategy and then, in conjunction with the client, determine critical terms and conditions. We continue to work with the client in the development of the RFP content, management of the procurement process, evaluation and down-selection of bidders, and the critical face-to-face negotiations. Specific tasks include:

- Development of the sourcing strategy and procurement process
- Development of purchase requirements, specifications and procurement documents
- Development of statements of work, service level agreements and pricing schedules
- Development of minimum response and detailed evaluation criteria
- Identification of qualified vendors

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- Assistance with the sourcing process and vendor proposal evaluation
 - Assistance with developing negotiation strategies and tactics to support and/or lead negotiation teams
 - Review of key business terms, work-planning activities and operational requirements for contract completeness and risk mitigation
 - Assistance in establishing and executing vendor management programs
 - Preparation and delivery of presentation and communication material to client executives and board-level officials

Technology Implementation Services

Altairis works with organizations from strategy through implementation of their technology migration, focusing on impacts to all program stakeholders at each step. Our implementation service area is driven by the philosophy that a Program Management Office (PMO), when implemented and positioned properly, can have significant positive influence and deliver extraordinarily high value to the success of major programs. We draw on successful methodologies and proven templates to deliver a clear framework for executing a program plan.

An effective PMO is frequently the major differentiator of success in major implementation programs and, thus, is a key component of our implementation service offering. However, PMO implementations and approaches are frequently sub-optimized – resulting in a much diminished value proposition. Participants in the function are often relegated to the role of “information broker” – collecting and re-packaging information provided to the PMO from multiple sources. PMOs tend to be functional specific (not integrated) and often assigned mundane administrative tasks. Inevitably, the function is viewed as unnecessary overhead, delivering only marginal value to the programs they are supporting.

Program management is an established, recognized discipline with structured methods and close attention to schedule and detail. Altairis program management assistance can take many forms from providing limited over the phone consulting to very detailed, on-site involvement in every aspect of an implementation. The extent to which a client desires outside program management is dependent upon the client’s own ability to oversee program implementation and budget considerations.

Altairis implementation services can include the development and execution of a transaction implementation strategy, day-to-day program and project level oversight, migration planning, integrated workflow management, risk and issue management and mitigation, operational readiness validation, vendor oversight, release management and executive-level communications. Example implementation services include:

- Implementation Planning and Project Management
- Work plan development and project schedule management
- Assistance with regulatory requirements and submittals
- Assistance with site development and construction
- Coordination between vendor and client
- Vendor invoice review and approval recommendation
- Coordinating and conducting project meetings
- Change order management
- Equipment inventory and inspection

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- Equipment installation supervision and inspection
 - Oversight of network and user equipment provisioning and optimization
 - Training coordination services
 - Development and supervision of acceptance testing
 - Punch list management
 - Assistance with formal acceptance and cost closure

Technology Management and Optimization Services

Once a network has been commissioned, it must be proficiently maintained not only to ensure reliable and efficient operation over the desired lifespan, but also to optimize the return on investment, and occasionally to extend the planned lifespan of the network. Poor network management leads to ineffective use, which can cause both high maintenance fees and user discontent. In public safety communications it can cost lives. None of these things are trivial for network managers to contend with, and Altairis can help.

Proper system administration requires routine preventative maintenance (and in some cases necessary software patches or upgrades) as well as system provisioning adjustments to accommodate dynamic user needs. Additionally, there always seems to be something "new and improved" that vendors are advocating, which often times may have little to no benefit and can occasionally introduce new, unexpected issues. Altairis can assist in the review of preventative maintenance plans and any proposed upgrades or new additions that are being considered. Using various industry resources, Altairis can help assess the necessity, value and potential pitfalls of the proposal and determine if there are more attractive alternatives.

Having been involved in the development, implementation and management of numerous telecom networks, Altairis' staff stands ready to assist network operators with the ongoing management of their complex communication systems.

Example services include:

- Assisting with developing maintenance & optimization processes and procedures
- Establishing monitoring, alarming and notification processes
- Developing administrative, operational and network management policies
- Assistance with emergency planning and disaster preparedness
- Capacity and expansion planning
- Full lifecycle support for feature upgrades (as required)
- Evaluation of and deployment strategies for software refreshes
- Preparation for, and management of, end-of-life and obsolete issues
- Spares provisioning strategies
- Support for "special projects"
- Metric development
- System "health checks"

Technology Areas

Our practitioners have extensive experience in driving operational improvements in the deployment of telecommunication networks. Recent projects include:

- Enterprise-wide radio communications system networks for local County/City municipalities
- Strategic planning to support long-term horizon planning for telecommunications initiatives
- Supporting multi-faceted negotiations with public safety wireless equipment providers
- Cross-functional requirements gathering
- Assessing nation-wide site development service providers
- Assisting with the merger and integration of two prominent commercial mobile service providers

In particular and relevant to the County's requirements, our experience with the public safety and commercial wireless equipment vendors is unsurpassed, having recently negotiated some of the largest equipment contracts with the primary vendors of 700/800 MHz public safety equipment. We are familiar with the technologies, the business practices, resources and capabilities of these vendors and have had the unique experience of recently dealing with all of them simultaneously on a common project.

In addition to our extensive and constant interaction with equipment manufacturers, network service providers, wireless consultants and numerous wireless customers, several of our practitioners previously were employed by wireless engineering firms, equipment manufacturers, and fixed wireless providers. We leverage this experience to help our clients with their technology strategy, sourcing, implementation and operational decision-making in areas as shown on the chart on the following page.

<p>Mobile/Critical Infrastructure Voice and Data Wireless Systems</p> <ul style="list-style-type: none"> • 700/800/900 MHz, VHF, UHF • Digital & Analog • Trunked & Conventional • Simulcast & Multicast • APCO Project 16 & 25 • SCADA/Telemetry Systems <p>Microwave and Fiber Optic Backhaul/Transmissions Systems</p> <ul style="list-style-type: none"> • Ring/Loop • Point-to-Point • TDM/Native Ethernet <p>Network Services</p> <ul style="list-style-type: none"> • Network Design • RF Propagation Analysis • Capacity Planning • Interference & Intermodulation Analysis • Installation Management • Testing • Interoperability • Operation, Administration, Maintenance & Provisioning (OAM&P) • Asset Management • Project Management <p>Wireless Network Commodities</p> <ul style="list-style-type: none"> • Towers • Shelters • Antennas • Generators • UPS/Batteries • Transmission line 	<p>Site Acquisition and Site Development Services</p> <ul style="list-style-type: none"> • Search Ring Analysis • Zoning Analysis • Lease Agreements • Site Construction Management • Communication Tower Planning Reviews • Regulatory Services <p>In-Building/Distributed Antenna Systems</p> <ul style="list-style-type: none"> • Schools • Jails • Convention Centers • Mission-Critical Facilities <p>Cellular Networks And Devices</p> <ul style="list-style-type: none"> • CDMA • 1xRTT/EVDO • GSM/GPRS • UMTS/W-CDMA • LTE • Network Optimization (RAN, Transport, and IP-Core) <p>Customized Training Programs</p> <ul style="list-style-type: none"> • Technology-Specific Training <ul style="list-style-type: none"> • Project 25 • 4G : LTE, WiMAX, HSUPA/HSDPA • GSM / GPRS / EDGE / UMTS • CDMA / 1xRTT / EvDO • Process and procedural training • Classroom and in-field hands-on training <p>Software Development Services</p> <ul style="list-style-type: none"> • Task-specific software development • Database Development (MS Access & MS SQL)
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11. LIST OF EXHIBITS

11.1 Resumes

The following pages contain resumes for some of our consultants who we believe would deliver value to this project.

James K. Morgan

Jim Morgan is a respected authority in the telecom industry with over 25 years' experience in the development, design, procurement and integration of wireless and wireline voice/data technologies and facilities. He has specialized in large, wide-area, interoperable, trunked, wireless networks and participated in the sourcing, implementation and management of over 50 transactions, valued at more than two billion dollars. Jim's skills include technical assessment, design, strategic sourcing, specification and process development, project management, financial modeling and contract negotiation.

Specific areas of expertise include:

SYSTEM DESIGN & IMPLEMENTATION

- Wireless & Wireline System Design of Wide-Area Telecom Networks
- System implementation, testing, operation, management and maintenance
- Customized Communication Product Integration for Specialized Applications

TECHNOLOGY / BUSINESS ASSESSMENTS & DUE DILIGENCE

- Technology Needs Assessments & Deployment Strategies
- Product and Business Viability Studies
- Alliance, Joint Venture, Partnership & Merger Analyses and Related Due Diligence
- Competitive Analysis & Market Investigations
- Customer Survey and Evaluations

TECHNOLOGY SOURCING & PROJECT MANAGEMENT ASSISTANCE

- Technology assessment, design, specifications, procurement, negotiation and project management services associated with the implementation of telecommunication networks and product design
- RFP, RFB, RFQ, RFQC, RFI development, technical specifications, process management, vendor contract negotiation

BUSINESS & FINANCIAL MODELING

- Customized Business Models for Analyzing New and Organic Growth Opportunities and Operating Efficiencies
- Sensitivity Analysis Using "Sensit" Tornado Diagrams and Other Analysis Tools
- Risk Analysis, Forecasting, Metric Development and Evaluation

MANAGEMENT CONSULTING

- Organization Structure Design, Operational Restructuring & Corporate Strategy
- Best Practices Development and Acquisition/Assimilation Management
- Board Level Reports & Presentations
-

Jim's prior experience includes nine years with RCC Consultants, Inc. lastly serving as Sr. Vice President & Division Manager for an engineering design and consulting business unit. Responsibilities included Divisional Profit/Loss ♦ Sales, Marketing and Proposal Development ♦ Contract and Engineering/Resource Management of Three Regional Groups and Five Geographic Offices ♦ Customer Relationship Management and Business Development for Eastern Half of United States (29 States).

Jim also served six years as a Sr. System Engineer for Motorola, Inc. where he performed extensive work in the design and integration of complex wireless systems and communications equipment for domestic and international customers. Jim worked on all aspects of system development and implementation from bid proposal to customer acceptance and developed procedures and processes that ultimately lead to ISO 9000 certification of Motorola's two-way wireless system design process.

Jim has participated in over 50 critical infrastructure projects worldwide and has served clients such as Sprint Nextel, Capital One, SCANA Corporation, State of Delaware, City of Philadelphia, Port Authority of NY & NJ and numerous public safety agencies.

Overview

Experience & Skills

- System Design, Integration & Product Development
- Technology & Business Assessment
- Project Management & Implementation
- Wireless Regulatory, Zoning & Site Acquisition
- Sourcing/Procurement Specification & Evaluation
- Business/Financial Modeling
- Sensitivity Analysis
- Contract Negotiation & Dispute Resolution
- International Experience
- Six-Sigma

Technical Knowledge

- Wireless & Wireline Telephony Systems
- Wireless Technologies
 - 800 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 16 & 25
- Wireless Backhaul Networks
- Mobile Data Systems
- SCADA Systems
- Satellite Communication
- Communications Facility /Site Development
- E 9-1-1 Systems & Communication Centers
- Voice Recording Systems

Industry Experience

- Public Safety Telecom
- Transportation Telecom
- Energy/Critical Infrastructure
- Commercial Mobile Radio Service

Education

- MBA - Duke University, Fuqua School of Business
- BSEE - Purdue University

Affiliations

- IEEE
- APCO

Wayne F. Stack

Wayne Stack⁴ is a veteran telecommunications engineer and project manager with more than 35 years' experience in the development, design, procurement and integration of wireless voice/data technologies and facilities. He has specialized in large, wide-area, interoperable, trunked, wireless networks and participated in the sourcing, implementation and management of public safety radio projects and systems. Wayne's skills include technical assessment, design, specification and process development, project management, contract negotiation, vendor oversight, and system acceptance testing.

Specific areas of expertise include:

SYSTEM DESIGN & IMPLEMENTATION

- Wireless System Design of Wide-Area Telecom Networks
- System implementation, testing, operation, management and maintenance

TECHNOLOGY / BUSINESS ASSESSMENTS

- Technology Needs Assessments & Deployment Strategies
- Product and Business Viability Studies
- Customer Survey and Evaluations

TECHNOLOGY SOURCING & PROJECT MANAGEMENT ASSISTANCE

- Technology assessment, design, specifications, procurement, negotiation and project management services associated with the implementation of telecommunication networks
- RFP, RFB, RFQ, RFI development, technical specifications, process management, vendor contract negotiation
- Project Risk Analysis, Forecasting, Metric Development and Evaluation
- Board Level Reports & Presentations

Prior to Altairis, Wayne was a Principal Consultant with Black & Veatch. In addition to managing his own projects, Wayne oversaw all other projects and project managers in the mid-Atlantic region. Wayne came to Black & Veatch because of its acquisition of RCC Consultants, Inc. where Wayne worked for more than 22 years. As a Managing Director and Director of Program Management, Wayne's responsibilities included regional Profit/Loss ♦ Sales, Marketing and Proposal Development ♦ Contract and Engineering/Resource Management ♦ Business Development for the mid-Atlantic region (5 States and the District of Columbia).

Wayne also served five years as an RF Systems Engineer for Fluor Daniel where he performed extensive work in the design and integration of complex wireless systems and communications equipment for public safety customers.

Wayne's clients have included, among others, Fluvanna County, VA; the City of Fredericksburg, VA; Chesterfield County, VA; Stafford County, VA; Albemarle County, VA; the State of Maryland; the City of Chicago; the City of Cleveland; and the County of Los Angeles.

⁴ Wayne Stack's start date with Altairis is April 10, 2017.

Overview

Experience & Skills

- System Design, Integration & Product Development
- Technology & Business Assessment
- Project Management & Implementation
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution

Technical Knowledge

- Wireless Telecommunications Systems
- Wireless Technologies
 - 800 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 25
- Wireless Backhaul Networks
- Mobile Data Systems
- Communications Facility /Site Development
- Communication Centers
- Voice Recording Systems
- In-Building Solutions

Industry Experience

- Public Safety Telecom
- Transportation Telecom
- Energy/Critical Infrastructure

Education

- MBA - Duke University, Fuqua School of Business
- BSIT - California State University

Certifications and Licenses

- **Project Management Institute:** Project Management Professional (PMP)
- **Federal Communications Commission:** General Radio Telephone Operator License (Lifetime)

Affiliations

- PMI
- APCO

Richard Townend

Richard Townend has over 18 years' experience in wireless technology evaluation, analysis and procurement, spanning commercial and public safety, voice and data technologies in the United States and Europe. He has negotiated technology sourcing contracts worth over \$1.5 billion dollars for equipment, software features and support services. He is a creative problem solver with a reputation for finding solutions to unique and complex problems.

Specific areas of expertise include:

TECHNOLOGY ANALYSIS, EVALUATION & IMPLEMENTATION

- Technology assessment, feasibility studies, deployment strategies
- Technology briefings & training
- Wireless technology standards, wireless system design
- Proof-of-concept testing, acceptance testing, post-implementation testing to diagnose issues

TECHNOLOGY PROCUREMENT

- Requirements capture, specification development, RFI/RFP development, management and evaluation
- Deal structuring, term-sheet development and vendor contract negotiation including service level agreements
- Post-contract vendor management
-

PROJECT MANAGEMENT & PROCESS DEVELOPMENT

- Project planning, project tracking, issue resolution and project closeout
- Process development and optimization

BUSINESS & FINANCIAL MODELING

- Data analysis using Excel, Access, Visual Basic, MapInfo and Business Objects
- Cost modeling, forecasting, and metric development

Prior to co-founding Altairis in 2008, Mr. Townend's experience includes four years with TeleworX as a Senior Consultant in a wireless engineering and consulting business. He managed and delivered client projects including requirements gathering for a major telecommunications procurement exercise, software development for a tool for scoring and evaluating RFP responses, negotiation of technical and commercial/business terms for a multi-year network support contract for a national wireless carrier.

Most recently, he provided a variety of implementation and strategic support services to Sprint Nextel in connection with the 800MHz Rebanding program. Specifically, with another Partner from Altairis, he negotiated the commercial and technical agreements between Sprint Nextel and the major public safety radio vendors for the 800MHz Rebanding program, managed the vendor relationships throughout the program, provided technical expertise to Sprint Nextel management, provided support on a variety of process design and implementation issues and developed a financial forecasting model used for reporting to the Transition Administrator and the FCC.

Before joining TeleworX, and while living in the UK, Richard served six years in various roles for British Telecom, BT Cellnet and O2, ultimately directing a team responsible for evaluating emerging radio technologies for potential deployment across the company's European wireless networks, and negotiating with vendors to provide them. For three years, he represented British Telecom, and was elected to a leadership position, on one of the 3GPP international standards committees. While at British Telecom, Richard filed two patents related to wireless technology.

Overview

Experience & Skills

- Technology & Business Assessment
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution
- System Design & Testing
- Project Management & Implementation
- Business/Technology/Financial Modeling
- International Experience

Technical Knowledge

- Wireless & Wireline Telephony Systems
- Wireless Technologies
 - GSM
 - GPRS
 - EDGE
 - W-CDMA
 - 800 MHz LMR (Trunked & Conventional)
- Software (C, Visual Basic, MapBasic)

Industry Experience

- Telecommunications
- Public Safety Wireless

Education

- MEng, ACGI - *Electrical & Electronic Engineering with Management* - University of London, Imperial College of Science, Technology & Medicine

Affiliations

- IET

Steven K. Gompers

Steven Gompers is responsible for land mobile radio communications consulting services for public safety and private sector clients. Mr. Gompers provides engineering and project management guidance for the design, acquisition, improvement, and deployment of wireless communications systems. Specific capabilities include needs assessment/feasibility studies, budgeting, technology evaluation, planning, radio propagation analysis, engineering design, communications interoperability planning, 911 communications center and tower site design, technical specifications preparation, procurement support, contract negotiation/management, project implementation, acceptance testing, and systems management. Mr. Gompers has enjoyed 22+ years of experience in the land mobile communications industry.

Specific areas of expertise include:

ENGINEERING SYSTEM DESIGN & INTEGRATION

- Needs assessment, requirements formulation, technical specifications development
- Radio coverage design and testing
- Acceptance testing methodology and execution
- Capacity planning and scalability
- Interoperability planning and implementation
- Radio programming and network configuration optimization
- System reliability and availability, maximization/disaster planning and recovery strategies
- End-user training and system management support
- Network management (OAM&P)
- Performance metrics and service level thresholds
- End-user advocate and quality control oversight

PROJECT MANAGEMENT

- Vendor negotiations and contract management
- Schedule formulation and management
- Financial oversight and project fiscal control
- Executive Management/Board reports and presentations
- Strategic Planning

Mr. Gompers' most recent prior experience includes 12.5 years with RCC Consultants, Inc. lastly serving as Director of System Architecture. Responsibilities at RCC included ♦ Lead RF Engineer/Project Manager ♦ Customer Relationship Management and Business Development in the Mid-Atlantic Region. Mr. Gompers maintained responsibility for project profitability and customer satisfaction while primarily serving state and local clients. Mr. Gompers specialized in serving public safety organizations and providing turnkey support through the complete project lifecycle while closely adhering to project budgetary constraints.

Mr. Gompers also served six years as a System Engineer and Product Planning Manager for Motorola, Inc. where he performed extensive work in the design and integration of complex private land mobile and commercial wireless systems communications equipment for domestic and international customers. Mr. Gompers made sales presentations, responded to customer RFPs, assisted in field implementation of two-way radio systems, and designed RF communications systems.

While at Motorola and RCC, Mr. Gompers participated and managed numerous critical infrastructure projects worldwide and has served clients such as State of Michigan; City of Cleveland, OH; City of Baltimore, MD; Orange County, CA; City of Richmond, VA; Henrico County, VA; Charles County, MD; Colonial Heights, VA; Mauritius National Police Force; Winston-Salem/Forsyth County, NC; Hanover County, VA and numerous other public safety agencies.

Mr. Gompers currently holds the following CompTIA Industry Certifications: **Network+, Security+, Project+.**

Overview

Experience & Skills

- System Design, Integration & Quality Control
- Technology & Financial Assessment
- Project Management & Implementation
- Wireless Regulatory, Zoning & Site Acquisition
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution
- International Experience

Technical Knowledge

- Wireless LMR Technologies
 - 700/800/900 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 16 & 25
 - TETRA
- Wireless Backhaul Networks
- Network/Fault Management
- Site Development
- 911 Dispatch/ECC Design
- Logging Recorder Systems
- Networking/Security

Industry Experience

- Public Safety Telecom
- Regional Interoperability Planning
- High-Capacity Network Transport Backbones
- Communications Site Management & Co-Location
- Utilities/Critical Infrastructure/Airports Telecom
- 800 MHz Rebanding

Education

- BSEE – University of Maryland
- MBA – Northern Illinois University
- MS Telecommunications Management– University of Maryland-University College

Affiliations

- CompTIA
- APCO

Brian Tracey

PROPRIETARY & CONFIDENTIAL



Overview

Experience & Skills

- System Design, Integration & Product Development
- Technology & Business

Brian Tracey is a highly experienced engineer and manager with extensive business and system engineering knowledge in public safety and commercial wireless telecom. His 25-year career has spanned both industries where he has gained a versatile skill set in both government and commercial market segments. He has specialized in the design, validation, implementation, product requirements and development, product launch, profitability, marketing and sales of large complex system infrastructure.

Specific areas of expertise include:

SYSTEM DESIGN & IMPLEMENTATION

- Wireless & Wireline System Design of Wide-Area Telecom Networks
- System implementation, testing, operation, management and maintenance

TECHNOLOGY / BUSINESS ASSESSMENTS & DUE DILIGENCE

- User Experience and Technology Needs Assessment
- Product and Business Viability Studies
- Competitive Analysis & Market Investigations
- Customer Survey and Evaluations
- 3rd Party Application Evaluation and Integration

TECHNOLOGY SOURCING & PROJECT MANAGEMENT ASSISTANCE

- Technology assessment, design, specifications, procurement, negotiation and project management services associated with the implementation of telecommunication networks and product design
- RFP, RFI development, technical specifications, process management, vendor contract negotiation and management

BUSINESS & FINANCIAL MODELING

- Business Cases, Budget Management, Make-Buy Analysis, Last Time Buy Modeling, System Lifecycle Strategy
- Risk Analysis, Forecasting, Metric Development and Evaluation

MANAGEMENT CONSULTING

- LEAN Process Redesign
- Alliance, Joint Venture, Partnership & Merger Analyses and Related Due Diligence
- Acquisition/Assimilation Management

Brian's prior experience includes twenty-four years with Motorola, Inc., lastly serving as Director of Product Management in the Government Solutions business unit. Responsibilities included Product Management for ASTRO Infrastructure Products ♦ Product Profit/Loss ♦ Management of Major System Releases ♦ Resource Management of four Product Management and one Business Operations team ♦ Product Roadmaps ♦ Product Lifecycle Management ♦ New Product Introductions ♦ Vendor and Contract Management ♦ Sales Support ♦ Product Marketing and Competitive Analysis ♦ Business Process Improvements

Brian served twelve years in various product management positions in the wireless telecommunications industry where he managed voice and data core network products for both CDMA and GSM centric systems. He was responsible for several new product launches serving global major carriers including Verizon and KDDI.

Brian also spent seven years as a System Engineer where he performed extensive work in the design and integration of complex wireless systems and communications equipment for domestic and international public safety customers.

Jeffrey P. Martin



PROPRIETARY & CONFIDENTIAL

Overview

Experience & Skills

- System Design, Integration & Quality Control
- Technology & Financial

Jeff Martin is responsible for land mobile radio communications consulting services for public safety and private sector clients. Mr. Martin provides engineering and project management guidance for the design, acquisition, improvement, and deployment of wireless communications systems. Specific capabilities include needs assessment/feasibility studies, budgeting, technology evaluation, planning, radio propagation analysis, engineering design, communications interoperability planning, 911 communications center and tower site design, technical specifications preparation, procurement support, contract negotiation/management, project implementation, acceptance testing, and systems management. Mr. Martin has enjoyed 20+ years of experience in the land mobile communications industry.

Specific areas of expertise include:

ENGINEERING SYSTEM DESIGN & INTEGRATION

- Needs assessment, requirements formulation, technical specifications development
- Radio coverage design and testing
- Acceptance testing methodology and execution
- Capacity planning and scalability
- Interoperability planning and implementation
- Radio programming and network configuration optimization
- System reliability and availability, maximization/disaster planning and recovery strategies
- End-user training and system management support
- Performance metrics and service level thresholds
- End-user advocate and quality control oversight

PROJECT MANAGEMENT

- Strategic vendor negotiations and contract management
- Schedule formulation and management
- Financial oversight and project fiscal control
- Executive Management/Board reports and presentations
- Strategic Planning
- Planning & Zoning Telecom Support for Local Government

Mr. Martin's most recent prior experience includes 12 years with RCC Consultants, Inc. lastly serving as Associate Director. Primary responsibilities at RCC were based upon a Lead RF Engineer/Project Manager position with the primary responsibility for project profitability and customer satisfaction while serving state and local clients as well as several local electric utilities. Mr. Martin specialized in serving public safety organizations and providing turnkey support through the complete project lifecycle while closely adhering to project budgetary constraints. Mr. Martin also assisted various counties in Maryland with the development of their ordinances to effectively regulate commercial wireless communication towers and monopoles.

Mr. Martin previously served 10 years as a Telecom System Engineer for Delmarva Power and Light, where he performed extensive work in the design and integration of wire-line, fiber and wireless communications networks including the design and deployment of their 800 MHz dispatch system that covered portions of three states.

While at Delmarva Power and RCC, Mr. Martin managed numerous critical infrastructure projects and has served clients such as the Constellation Power; Conectiv Power; Delmarva P&L; State of Delaware; Anne Arundel County, MD; Charles County, MD; Calvert County, MD; St. Mary's County, MD; New Castle County, DE; Kent County; DE and numerous other public safety agencies.

Moises E. Martinez**Overview**

Moises Martinez has over 20 years of experience in the wireless communication industry working on the design, maintenance and implementation of complex wide-area specialized mobile radio communications networks. Specific capabilities include radio propagation analysis, engineering design, communications interoperability planning, 911 communications systems, microwave backbone communication system design, tower site design, technical specifications preparation, acceptance testing, and systems management. Mr. Martinez is an experienced System Engineer responsible for the design and implementation of various complex public safety communication systems.

Specific areas of expertise include:

ENGINEERING SYSTEM DESIGN, IMPLEMENTATION & INTEGRATION

- Design of Public Safety wide area specialized mobile P25 radio systems
- Design of Public Safety dispatch radio equipment systems and E911 systems
- RF propagation coverage design
- Microwave backbone network design
- Service and maintenance of various manufacturers E911 switches
- iDEN site integration and optimization
- Various manufacturers PBX equipment installation, optimization and service.
- Extensive knowledge of multi-plexing equipment, channel banks, wireless switches, RF equipment, antenna systems, RF Propagation
- Designed antenna systems and engineered microwave systems.
- Extensive knowledge of Networking, Computer Hardware, C+ programming, OS Windows NT, UNIX Linux and AIX

Mr. Martinez' most recent prior experience includes nine years with Motorola Solutions, Inc. lastly serving as Principal Staff Systems Engineer. Responsibilities at Motorola Solutions included lead design of P25 wide-area communications system, lead RF coverage system design, performed extensive work in the design and integration of complex private land mobile and commercial wireless systems communications equipment. Mr. Martinez made sales presentations, responded to customer RFPs and field implementation of two-way radio systems.

While at Motorola Solutions, Mr. Martinez led, participated and managed numerous critical infrastructure projects and has served clients such as: Wake County, NC (Motorola SZ4.1 and CML RescueStar E911), Winston-Salem/Forsyth County, NC (Motorola SZ4.1), City of Richmond, VA; Henrico County, VA; Chesterfield County, VA, (Motorola SZ3.0), City of Petersburg, VA (ASTRO 7.2 and VESTA PALLAS E911), Hanover County, VA (ASTRO 7.9), King George County, VA (ASTRO/Analog Conventional and VESTA PALLAS E911), Adams County, PA (ASTRO 7.11), Prince William County, VA. (ASTRO 7.13) and numerous other public safety agencies.

Mr. Martinez currently holds various Industry Standard Certifications: Motorola R56, Motorola Certified Engineer for ASTRO 25 systems, Motorola's systems: SmartNet, Smart Zone 3.0, 4.1 and ASTRO 6.X and 7.X systems. Harris Microwave: MegaSyart2000 and Constellation Radios, Computer A+ training, Certification on PBX's Nortel Meridian 11C-81C. Cassidian E911 certification and training on: CML RescueStar switches, VESTA PALLAS and VESTA Meridian. Spectra Link systems, CompTIA Network +, ASTRO TCP/IP network training. Different courses about Trunking Radio System Management, RF Safety, recently completed all Project Management Professional courses at PMCentersUSA in Pittsburgh, PA.

Experience & Skills

- System Design, Integration & Quality Control
- Technology & Financial Assessment
- Project Management & Implementation
- Wireless Regulatory, Zoning & Site Acquisition
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution

Technical Knowledge

- Wireless LMR Technologies
 - 700/800/900 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 16 & 25
 - E911 Switch Equipment
- Wireless Backhaul Networks
- Network/Fault Management
- Site Development
- 911 Dispatch/ECC Design
- Logging Recorder Systems
- Networking/Security

Industry Experience

- Public Safety Radio and Telecom
- Regional Interoperability Planning
- High-Capacity Network Transport Backbones
- Communications Site Management & Co-Location
- Critical Infrastructure
- 800 MHz Rebanding

Education

- **MASTER of SCIENCE in ENGINEERING**– Kiev Superior Radio-Technical Institute, Kiev, Ukraine
- **BSEE Equivalence** - Florida International University, Miami, Florida, USA

John R. (Jack) Anderson

Jack Anderson is responsible for land mobile radio communications consulting services for public safety and private sector clients. Mr. Anderson provides engineering and project management guidance for the design, acquisition, improvement, and deployment of wireless communications systems. Specific capabilities include needs assessment/feasibility studies, budgeting, technology evaluation, planning, radio propagation analysis, engineering design, communications interoperability planning, 911 communications center and tower site design, technical specifications preparation, procurement support, contract negotiation/management, project implementation, acceptance testing, and systems management. Mr. Anderson has enjoyed 30 years or experience in telecommunications, with 26 years of experience in the land mobile communications industry. Specific areas of expertise include:

ENGINEERING SYSTEM DESIGN & INTEGRATION

- Needs assessment, requirements formulation, technical specifications development
- Radio coverage design and testing
- Acceptance testing methodology and execution
- Capacity planning and scalability
- Regional interoperability planning, implementation and coordination
- Radio programming and network configuration optimization
- System reliability and availability, maximization/disaster planning and recovery strategies
- End-user training and system management support
- Performance metrics and service level thresholds
- End-user advocate and quality control oversight

PROJECT MANAGEMENT

- Vendor negotiations and contract management
- Schedule formulation and management
- Financial oversight and project fiscal control
- Executive Management/Board reports and presentations
- Strategic Planning

Mr. Anderson's most recent prior experience includes 22+ years with RCC Consultants, Inc. lastly serving as Associate Director. For the last 19+ years of his RCC career, Mr. Anderson provided full-time consulting and subject matter expert support to Fairfax County, Virginia, supporting the County in three major 800 MHz simulcast trunked radio system procurements and projects, a simulcast trunked radio system expansion project, 800 MHz rebanding, regional interoperability planning and coordination, narrowbanding compliance, user group facilitation, telecommunications policy guidance, RF interference investigation and resolution, and FCC licensing. In his role with Fairfax County, Mr. Anderson was a key participant in the efforts of the National Capital Region (NCR) to create and maintain one of the largest, most sophisticated and most successful multi-jurisdictional voice radio interoperability networks in the United States. Mr. Anderson also played a key role in the creation of a coordinated regional approach to 800 MHz rebanding in the NCR by developing a concept for regional program management and coordination of fourteen public safety licensees during the 800 MHz band reconfiguration process.

Mr. Anderson's other industry consulting and subject matter expertise experience includes Baltimore County, MD; Delaware River and Bay Authority, DE; City of Chesapeake, VA; Lake County, IL; Washington, DC Metropolitan Police Department; Frederick County, MD; State of Washington Department of Transportation, WA; and RAM Mobile Data.

Overview

Experience & Skills

- System Design, Integration & Quality Control
- Technology & Financial Assessment
- Project Management & Implementation
- Wireless Regulatory, Zoning & Site Acquisition
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution

Technical Knowledge

- Wireless LMR Technologies
 - 700/800/900 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 16 & 25
- Network/Fault Management
- RF Interference Investigation
- Site Development
- Logging Recorder Systems
- Interoperability Switch Systems

Industry Experience

- Public Safety Telecom
- Regional Interoperability Planning and Coordination
- BDA/DAS/Neutral Host Systems
- Communications Site Management & Co-Location
- Critical Infrastructure Telecom
- 800 MHz Rebanding/Regional Coordination

Education

- Anne Arundel Community College, Electronics & General Studies
- Northern Virginia Community College, Electronics and Business Studies
- NCTI, Technician and Chief Technician Courses
- PMP Certification Training Program

Affiliations

- APCO

Jeffrey D. Pegram - PE, PMP

Jeff Pegram has 40+ years of progressively increasing responsibility for the planning, design, engineering, funding, implementation, optimization, maintenance, and operation of public safety and mission critical communications systems with project budgets of up to \$150M. These include microwave networks, enhanced 9-1-1 systems, digital trunked radio systems (VHF, 700/800 MHz) and interfaces, supervisory control and data acquisition (SCADA) systems, private telephone systems, uninterruptible DC and AC power systems, IP networks and fiber optic technologies. He has 30+ years' experience as a consultant, engineer, project manager, manager, and administrator.

For the past 36 years, he has assisted licensees with FCC rules and regulatory compliance, completion and submission of frequency coordination/FCC license applications, FAA notices of proposed construction, mitigation of interference, and regulatory compliance. He has prepared and filed with the FCC, formal comments regarding proposed regulations, and requests for clarification and/or waiver of rules. He performs microwave path surveys, land mobile propagation analyses, frequency research reports, develops multiplex plans, operational protocols, communication plans, and interference analyses which have supported the development of local, regional, and statewide communications systems. He has conducted user interviews, field surveys, and needs assessments and supplemented them with data capture/analysis to verify proper operation of communications systems, or to identify potential or realized deficiencies with equipment performance or operational procedures. He organizes, prepares and presents findings and reports to senior leaders.

Jeff has prepared local, regional and statewide communication plans, technical specifications, diagrams, site plans, zoning exhibits, statements of work, requests for proposals, project schedules, budgets, bills of material, project plans, conceptual diagrams, and scaled drawings. He has supervised the execution of plans for the development of communications systems, assembly and erection of towers and other antenna support structures, acceptance test procedures, cutover and transition plans.

He has prepared and executed or oversaw plans for communications support of emergency responses, critical events, or special activities, including wildfires, hurricanes, inaugurations, festivals, and terrorist attacks.

Other Skills

- Review and reverse engineering of existing systems and processes
- Data modeling and information management
- Database analysis and data conversion
- Interference mitigation
- Frequency planning and coordination (microwave and Land mobile radio)
- Land mobile radio propagation
- Microwave path analysis
- Analysis of compatibility and conflicts within high capacity paging plans
- Multiplex plan development, assignments and analysis
- Telecommunications traffic analysis (channel/trunk loading) and capacity planning
- Software Development (C, Pascal, Visual Basic, Assembler)

Some of Jeff's previous employers and clients include:

- Dominion Resources (VA, NC, MD CT, SC)
- City of Jacksonville, North Carolina
- Smyth County, Virginia
- Henry County, Virginia
- City of Petersburg, Virginia
- Norfolk Airport Authority
- Eastern Shore of Virginia 9-1-1 Commission
- Metropolitan Washington Airports Authority
- Commonwealth of Virginia, Department of State Police

Overview

Experience & Skills

- System Design, Integration
- Technology Assessments
- Project Management & Complex System Implementation
- Wireless Regulations
- Technical Specification and performance analysis
- Telecommunications Traffic Analysis and Capacity Planning

Technical Knowledge

- Land Mobile Radio
- Microwave Networks
- Distributed Antenna Systems
- Spectrum Management / Frequency Coordination
- Network/Fault Management
- RF Interference Mitigation
- Telecomm Site Development
- Critical Power Systems

Licensure & Certification

- Professional Engineer (P.E.): (VA, MD, NC)
- Project Management Professional (PMP)
- VA Major Project Manager
- FCC General Radiotelephone Operator
- Certified Electronics Technician
- ibWave (DAS) Design Level 1

Industry Experience

- Public Safety Telecom
- Interoperability Planning
- In-building Coverage Testing
- Critical Infrastructure
- Functional Testing

Education

- Old Dominion University (BSEET)
- GWU (CEEP)

Affiliations

- APCO
- IEEE
- NSPE/VSPE
- ETA
- PMI

PROPRIETARY & CONFIDENTIAL

Ken Ryan

Ken has over 25 years of experience in the wireless communication industry working on satellite, fixed network and RF Engineering projects. He has held several management and business development related roles related to advanced wireless services. He is experienced in all phases of wireless engineering design and network development, including Design, Planning, and Performance & Optimization. He is an expert in inter-system interference analysis, spectrum sharing regulatory and FCC licensing support for earth station, satellite systems, and terrestrial systems.

Specific areas of expertise include:

SYSTEM ENGINEERING

- Designed for Public Safety terrestrial microwave OC3 system in Richmond, VA
- Redesignated NAS SCADA RF network for Public Utilities
- Designed mobile Earth Station on Vessel systems
- Designed satellite based mobile aeronautical earth station-system (AESS) to be used in conjunction with terrestrial based system
- Designed earth station teleports for ESPN in Bristol, CT and Discovery Communications in Sterling, VA
- Developed system level design, specifications and outsourcing package for a variety of telecom systems
- Performed numerous link analysis studies for satellite and terrestrial system designs using CDMA, TDMA, SCPC, DVB-S2
- Developed the Dissemination Master Plan for the National Weather Service the guiding document for planning, developing, and procuring NWS' next generation dissemination system
- Designed RFI shield wall for ESPN and WITF in Harrisburg

OPERATIONS AND FIELD SUPPORT

- Test procedures development for AMSS
- Developed procedure and performed EIRP downlink measurements for Mobile Satellite Service provider
- Performed numerous RFI measurements for terrestrial microwave and earth station systems
- Developed and perform numerous systems acceptance test plans and procedures

PROGRAM AND PROJECT MANAGEMENT

- Development, design, and deployment of new earth station teleports for various clients including ESPN, Discovery, and SiriusXM
- Development, technical assessment, and testing of a new aeronautical based earth station terminal
- Managed the sharing analysis, frequency coordination, and licensing of large scale Intelsat, MTN and Vizada Earth Stations on Vessels network
- Marketing and sales support and implementation engineering for deployment of telecom products
- Managed team of skilled engineers in the development of RF system design, spectrum sharing, and performance assessment services and software
- Created consulting services group to provide engineering services for emerging technologies, government services, international regulatory and spectrum management services

(continued on next page)

Overview**Experience & Skills**

- Project Management
- Business Development
- System Engineering
- Technical Management
- Technology Assessment

Technical Knowledge

- Satellite and Terrestrial system engineering
- Regulatory and FCC Licensing Engineering
- Inter-system Interference and Sharing
- Technology & Business Assessment
- Technical Analysis
- RFP Development and Assessment

Industry Experience

- Broadcast
- Federal Government
- International Satellite Operators
- FCC, NTIA, ITU, ETSI

Education

- MS, Electrical Engineering – Virginia Polytechnic Institute and State University, Blacksburg, VA
- BS, Electronics and Computer Engineering – George Mason University, Fairfax, VA

Affiliations

- IEEE
- National Spectrum Management Association - Current President
- Telecommunication Industry Association
- Association of Federal Communications Consulting Engineers

Licenses

- Professional Engineer registered in the state of Virginia, Maryland and Florida

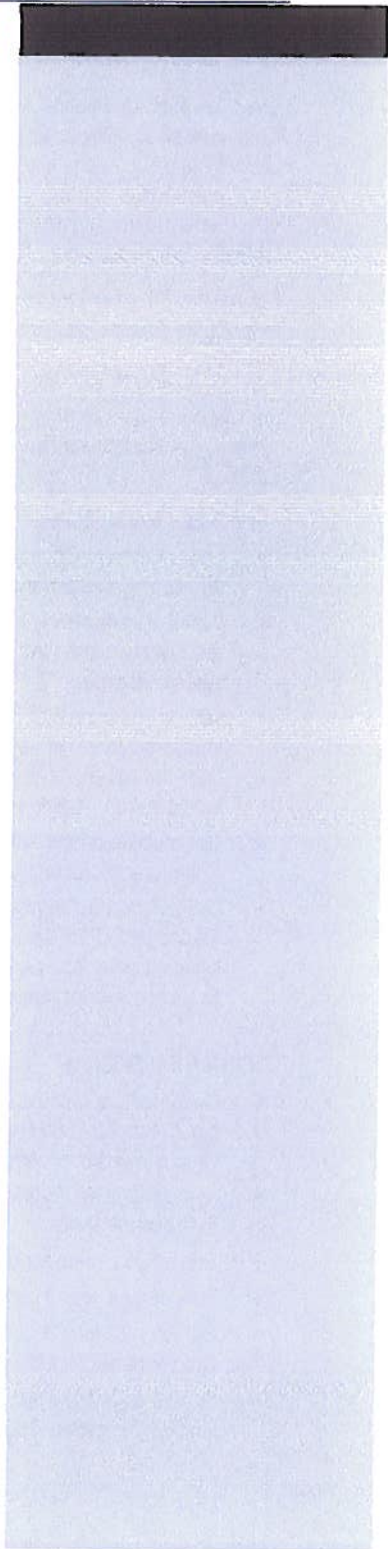
Ken Ryan (continued)

REGULATORY AND STANDARDS CONSULTING

- Licensing for numerous earth station and terrestrial microwave systems
- Licensing for mobile terminals, ESV, AESS and VMES in the Fixed Satellite Services
- Actively participated in FCC and ITU WRC committees and industry groups examining Mobile, Fixed and Fixed Satellite Service sharing feasibility studies
- Technical support for new satellite systems, including new DTH satellite systems, mobile satellite systems and Ka band systems
- Long-time member and former President of National Spectrum Management Association (www.nsma.org)
- Licensing support for systems in Europe, Caribbean, and Asia
- Provided comments and reply comments on a variety of FCC proceedings
- Frequency coordination expert
- Member of the TIA team, which developed TSB Bulletin 86 on MSS Terrestrial system sharing

TECHNICAL ANALYSIS

- DVB-S2 vs. Digicypher link analysis and equipment assessment
- CDMA vs. TDMA vs. SCPC throughput analysis for mobile platforms
- MSS non-GSO into Terrestrial Microwave Interference and Sharing Analysis
- Developed analysis model and software tool for ESV into terrestrial microwave interference studies
- ETSI standard compliance analysis for ESV platform
- Performed technology assessment of a variety of terrestrial and satellite based services for dissemination applications for NWS, prepared detailed report, and presented findings
- Provided site acquisition study to locate C-band earth station site in two state area where there would be limited RFI, redundant connectivity to existing OC3 fiber routes
- Cellular systems interference into FSS earth station analyses



Philip M. Heins

Over the past 40+ years, Mr. Heins has served as a 911 PSAP Director, Communications Supervisor, Communications Officer and Volunteer Firefighter. During his tenure with the Fire Service, he served as District Chief, Company President, and held a number of other leadership and operational positions. While with the Hanover County, VA Department of Emergency Communications, Mr. Heins was responsible for public safety radio dispatching, 911 call-taking and the overall management and supervision of a 911 Center staffed with 60+ people.

During his 35 year tenure as the Hanover County Director of Emergency Communications, he was responsible for the department's annual planning and budgeting, development and implementation of operational policies and procedures, coordinating with all user departments and agencies and project management of (i) two Countywide 800 MHz trunked radio communications systems implementations, (ii) deployment of the County's first Enhanced 911 system, (iii) integration of a Computer-Aided Dispatch (CAD) system, (iv) implementation of a next generation 911 system, and (v) construction of a new 911 Center facility.

PROJECT MANAGEMENT

- Led a Hanover County effort, which resulted in the development of a new County street naming and addressing system and the implementation of the County's first Enhanced 911 system.
- Wrote specifications and defined requirements for an RFP, which resulted in the implementation of the County's first CAD system. Oversaw a number of upgrades and enhancements throughout the system lifecycle.
- Led a Hanover County Project Team in an effort that resulted in the budgeting, design and implementation of a \$6.5 Million, 4-site, 10-channel, analog simulcast 800 MHz trunked communications system. The project involved site acquisition, construction oversight, system configuration, implementation, testing and cutover.
- Led multiple teams with the planning, construction and implementation of three new 911 Emergency Communications facilities.
- Led a Hanover County Project Team through the design and implementation of a \$29 Million, 15-site, 12-channel, P25 simulcast 800 MHz Countywide trunked communications system. This project included site acquisition, tower and facility construction, implementation, testing, cutover and extensive vendor management.

OTHER EXPERIENCE

- Governor's appointee to the Commonwealth of Virginia Wireless 911 Services Board, which involved the oversight of 911 services in the Commonwealth and 911 funding for localities throughout the Commonwealth of Virginia
- Served as a member of the Commonwealth of Virginia Regional Preparedness Advisory Committee for Interoperability
- Served as a member of the Commonwealth of Virginia State Interoperability Radio System Board
- Served as a voting member of the Richmond Capital Regional Communications Steering Committee
- Served on the Board of Directors for the Virginia Chapter of Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA)
- Served on a team which developed the original Commonwealth of Virginia Department of Criminal Justice Dispatcher Training Standards

Overview

Experience & Skills

- Two-Way Trunked and Conventional Radio Systems
- Enhanced & NG 911 Systems
- Computer-Aided-Dispatch Systems
- Asset Management Software
- Radio Programming Software
- Microsoft Office Suite

Affiliations

- Lifetime member of the Virginia Chapter of APCO
- Lifetime member of the Hanover Courthouse Volunteer Fire Company

Leadership

- Past Commonwealth of Virginia RPAC-I Co-Chair
- Past President of the Virginia Chapter of APCO
- Past President of the Virginia Chapter of NENA
- Chaired numerous Virginia Chapter and Regional Conference Committees
- Former District Fire Chief
- Former Fire Company President

Certifications

- Former Commonwealth of Virginia DCJS Instructor
- Former EMS First Responder Certification
- Commonwealth of Virginia Firefighter I, II, III Certifications
- Commonwealth of Virginia Fire Officer and Instructor Certification

Gary M. Whitley

Overview

Gary Whitley has over 35 years of experience in the wireless telecommunications industry serving public safety, private sector, and federal government clients. Mr. Whitley provides consulting, engineering, and project management guidance in the acquisition, design, and implementation of land mobile radio communications systems. His capabilities include project management, needs assessment, RF coverage/propagation analysis, RF interference analysis and mitigation, communication site design, deployment and integration of communications systems including microwave and backhaul systems, preparation of RFP technical specifications, evaluation of vendor proposals, and system acceptance testing.

Specific areas of expertise include:

ENGINEERING SYSTEM DESIGN & INTEGRATION

- Needs assessment, requirements formulation, technical specifications development
- Radio coverage design and testing
- Interference Testing and Analysis
- Acceptance testing methodology and execution
- Capacity planning and scalability
- Implementation and coordination
- Radio programming and network configuration optimization
- System reliability and availability, maximization/disaster planning and recovery strategies
- End-user training and system management and maintenance support

PROJECT MANAGEMENT

- Vendor negotiations and contract management
- Schedule formulation and management
- Financial oversight and project fiscal control
- Telecom Support for Local Government Planning & Zoning

Gary's most recent prior experience includes 11 years with RCC Consultants/Black & Veatch Corporation where he served as a Senior Consultant and System Engineering Specialist. His duties included Project Manager/Engineer for County communications upgrade and replacement projects located in Virginia and Maryland. He also provided technical and engineering support for State-wide communications projects in Delaware and Michigan. In addition, Gary guided clients through assessment, procurement, implementation, and acceptance testing of BDA/DAS systems for large public buildings and schools.

Mr. Whitley's experience includes 5 years as Project Manager/Engineer for L & E Associates where he provided oversight of the U.S. Coast Guard National Distress Communications System. He was in charge of day-to-day preventive and corrective maintenance of approximately 300 communications sites, including console dispatch and operation centers. Gary was responsible for the design and integration of new communications sites, and completed upgrades to existing sites.

Mr. Whitley completed 20 years of active duty military service in the United States Coast Guard reaching the rank of E-8 Senior Chief Petty Officer. His responsibilities included oversight and management of maintenance for critical communications and navigations systems for shipboard and shore station systems. For 3 years, Gary had the privilege of teaching electronics principles and applications at the Coast Guard Training Center, New York, NY.

Experience & Skills

- System Design, Integration & Quality Control
- Technology & Financial Assessment
- Project Management & Implementation
- Wireless Regulatory, Zoning & Site Acquisition
- Sourcing/Procurement Specification & Evaluation
- Contract Negotiation & Dispute Resolution

Technical Knowledge

- Wireless LMR Technologies
 - 700/800/900 MHz, VHF, UHF
 - Digital & Analog
 - Trunked & Conventional
 - Simulcast & Multicast
 - APCO Project 16 & 25
- Microwave Backhaul
- Network/Fault Management
- RF Interference Investigation
- Site Development
- Logging Recorder Systems
- Interoperability Switch Systems

Industry Experience

- Public Safety Telecom
- BDA/DAS/Neutral Host Systems
- Communications Site Management & Co-Location
- Critical Infrastructure Telecom
- 800 MHz Rebanding

Education

- Coast Guard Electronics Technician School
- Coast Guard (Various) specialized training in Communications, Telecommunications, and Navigation systems.

11.2 Proposed Project Work Plan

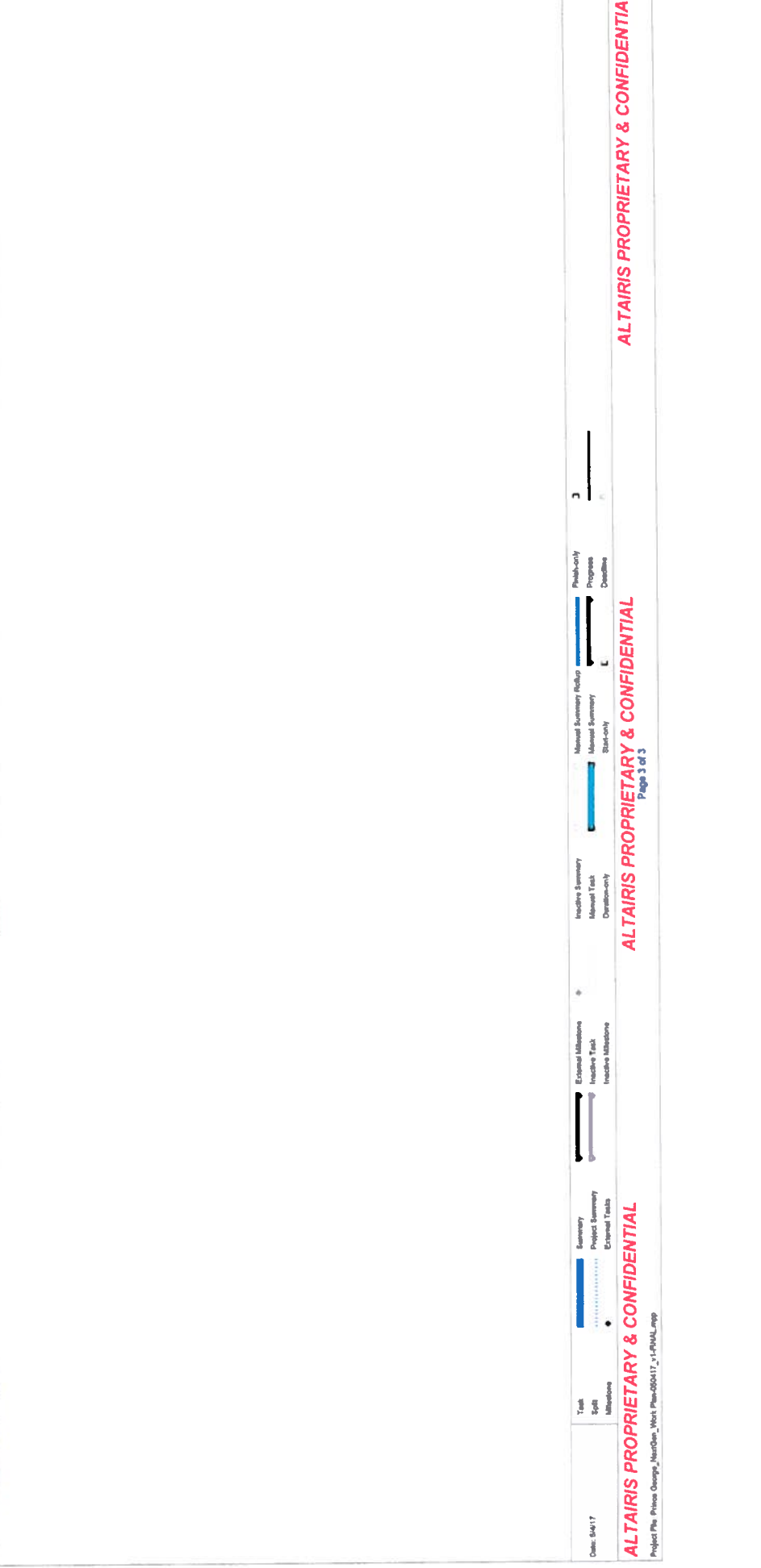
In preparing a response to the County's RFP for consulting services, Altairis created a detailed project work plan that appears on the following pages. Using the services specified in the County's RFP as the basis for outlining the project tasks, we constructed a project worksheet and Gantt chart illustrating the tasks anticipated by the County and the estimated costs to complete the project. **The tasks and services the County ultimately elects to contract to Altairis are fully negotiable and Altairis will only invoice for actual work performed and services rendered to the County.** Not knowing all of the specifics regarding the project, it was necessary for Altairis to make some assumptions about the County's desired consulting service levels. Altairis looks forward to an opportunity to collaborate with the County on the work plan and make adjustments that best suit project needs.

In reviewing the resulting work plan, it appears that the project has the potential to be an aggressive and challenging endeavor, depending upon what the specific performance period and service requirements are. These types of challenges are exactly what piques Altairis' interest. Having resources that have worked with the County in the past and anticipating some of the issues the County may face, we have already begun to strategize on how to address some of the potential challenges and prepare for the unexpected, and we look forward to having an opportunity to work with the County to finalize a work plan that best meets the County's objectives.

ALTAIRIS PROPRIETARY & CONFIDENTIAL



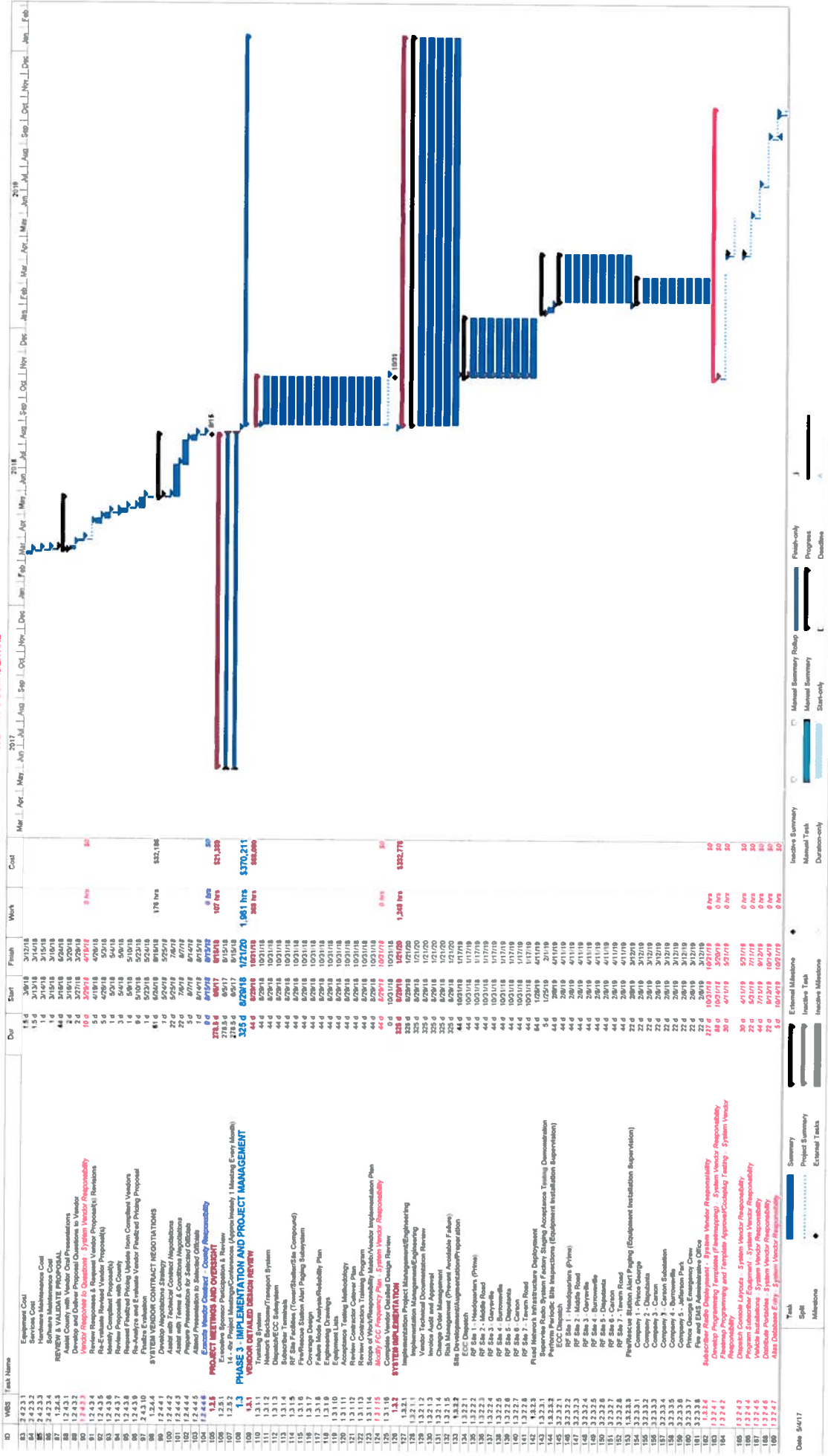
ID	WBS	Task Name	Start	Finish	Work	Cost
170	1.3.2.6	System Acceptance Testing	4/11/18	1/6/19		
171	1.3.2.6	Review Vendor Network Transport Protocols/Interfaces	5/1/18	5/16/18		
172	1.3.2.6	Supervise Final Integration System	5/1/18	5/16/18		
173	1.3.2.5.3	Supervise Dispatch Console	5/1/18	5/23/18		
174	1.3.2.5.4	Supervise Proficiency Simulations	5/21/18	8/12/18		
175	1.3.2.5.5	Supervise Proficiency Training (CS-Only Test)	5/21/18	8/12/18		
176	1.3.2.5.6	Supervise Proficiency Training (CS-Only Test)	5/21/18	8/12/18		
177	1.3.2.5.7	Acceptance Training Issues Remediation	10/16/18	1/14/19		
178	1.3.2.6	System Training - System Vendor Responsibility	8/21/18	8/21/18	0 hrs	\$0
179	1.3.2.6	Radio User Training / Train-the-Trainer - System Vendor Responsibility	7/17/19	8/22/19	0 hrs	\$0
180	1.3.2.6	Console Operator Training - System Vendor Responsibility	7/17/19	8/22/19	0 hrs	\$0
181	1.3.2.6	Network Management Administration Training - System Vendor Responsibility	7/17/19	8/22/19	0 hrs	\$0
182	1.3.2.6	Internal Operations/Technical Radio User Training - System Vendor Responsibility	7/17/19	8/22/19	0 hrs	\$0
183	1.3.2.6	CONTRACTOR/PROJECT CLOSEOUT	11/16/19	1/15/20	186 hrs	\$66,144
184	1.3.2.6	Monitor System Owner	11/16/19	1/15/20		
185	1.3.2.6	Review Contractor Management Plan	11/16/19	1/15/20		
186	1.3.2.6	Review Contractor Risk Register	11/16/19	1/15/20		
187	1.3.2.6	Review Project Management/Performance	11/16/19	1/15/20		
188	1.3.2.6	Review Project Management/Performance	11/16/19	1/15/20		
189	1.3.2.6	Cost Change	11/16/19	1/15/20		
190	1.3.2.6	System Acceptance & Project Sign-off - County Responsibility	8/29/18	1/21/20	181 hrs	\$54,213
191	1.3.2.7	Project Acceptance	8/29/18	1/21/20		
192	1.3.2.7	Project Acceptance	8/29/18	1/21/20		
193	1.3.4.1	Estimate Sponsor Participation & Review	8/29/18	1/21/20		
194	1.3.4.1	Estimate Sponsor Participation & Review	8/29/18	1/21/20		
195	1.3.4.2	17 - All Project Meetings/Conferences (Approximately 1 Meeting Every Month)	8/29/18	1/21/20		
196	1.3.4.2	2 ESTIMATED PROJECT EXPENSES	8/29/18	1/21/20		\$11,152



PRINCE GEORGE COUNTY, VA
COUNTY-WIDE PUBLIC SAFETY RADIO SYSTEM
ALTAIRIS PROPRIETARY & CONFIDENTIAL



County of Prince George, VA
RFP# 16-0222-1



ALTAIRIS PROPRIETARY & CONFIDENTIAL

Page 2 of 3

ALTAIRIS PROPRIETARY & CONFIDENTIAL

Project File: Prince George_NetDev_Work_Plan-054111_1.rpt.vml



ID	WBS	Task Name	Est	Start	Finish	Work	Cost
170	1.3.2.8	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
171	1.3.2.8.1	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
172	1.3.2.8.2	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
173	1.3.2.8.3	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
174	1.3.2.8.4	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
175	1.3.2.8.5	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
176	1.3.2.8.6	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
177	1.3.2.8.7	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
178	1.3.2.8.8	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
179	1.3.2.8.9	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
180	1.3.2.8.10	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
181	1.3.2.8.11	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
182	1.3.2.8.12	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
183	1.3.2.8.13	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
184	1.3.2.8.14	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
185	1.3.2.8.15	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
186	1.3.2.8.16	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
187	1.3.2.8.17	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
188	1.3.2.8.18	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
189	1.3.2.8.19	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
190	1.3.2.8.20	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
191	1.3.2.8.21	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
192	1.3.2.8.22	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
193	1.3.2.8.23	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
194	1.3.2.8.24	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
195	1.3.2.8.25	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
196	1.3.2.8.26	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
197	1.3.2.8.27	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
198	1.3.2.8.28	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
199	1.3.2.8.29	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
200	1.3.2.8.30	System Acceptance & Testing	13.0	4/11/19	11/21/19	0 hrs	
2 ESTIMATED PROJECT EXPENSES							
							\$11,152





County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Request for Proposal

RFP # 17-0222-1 Radio Consultant

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Leigh Primmer
Prince George County
Procurement Officer
Finance Department

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966

or

E-Mail: lprimmer@princegeorgeva.org

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1.0 PURPOSE

The County of Prince George, Virginia is seeking sealed proposals for a qualified Public Safety Communications System Design and Engineering Consultant or Firm to provide recommendations and direction for the County-wide Public Safety radio system that will, eventually, be fully interoperable in the region. The Consultant will provide its analysis, conclusions, recommendations and directions to the County in the form of a Public Safety Communications Plan and publically present to the Prince George County Board of Supervisors.

The expectation is that the selected consultant firm will have an extensive radio systems background and be able to audit the current system, analyze the functionality and operations of the system and develop a comprehensive strategic plan to provide improved communications and operations as well as provide detailed implementations plans for the future.

2.0 BACKGROUND

Prince George County was formed in 1703 in the Virginia Colony from a portion of Charles City County. It was named in honor of Prince George of Denmark, husband of Anne, Queen of Great Britain.

Prince George has a population of approximately 36,656 people which includes approximately 10,159 households, and 8,096 families residing in the county. The population density being 124 people per square mile.

Prince George is transitioning from an agricultural economy to an industrial and informational economy. Fort Lee, the County's largest employer and economic asset, continues to be a catalyst for progress. Rural, with a suburban western edge, Prince George County continues to experience a steady population increase and economic growth while maintaining an optimum quality of life for its citizens.

Current radio information:

The County's current radio system consist of: UHF 10 Channel Narrow Band Conventional Simulcast Public Safety Radio System which operates from one prime site and six remote radio transmitter sites. It includes four Police channels, three FIRE/EMS channels, school board, general County and County wide channels.

Prince George Police:

The Police Department is a progressive, mid-sized law enforcement agency. The diversified staff includes 54 sworn law enforcement officers, 10 volunteer auxiliary officers, 4 animal services officers, and 14 communication officers. The Department also employees 7 civilians as support personnel that assist in achieving our goals. The County's emergency communication center is under the direction of the Chief of Police. This center is responsible for emergency dispatch and communications for Fire, EMS, and Police service. In 2015, dispatchers fielded 16,142 calls for 911 emergencies and over 40,000 non-emergency phone calls for police/fire/ems services.

Prince George Fire and EMS:

The Fire and EMS Department, which includes the volunteer fire/rescue and Emergency Medical companies, provides emergency medical services and fire suppression at the scene of accidents and emergencies. The Fire and EMS Department is staffed with a full time Fire and EMS Director, a business manager, 2 office assistants, 1 part time deputy emergency management coordinator, 15 fulltime and 21 part-time employees in operations, and approximately 150 active volunteers. These staff and volunteers work from 8 different locations including the Fire and EMS Administrative Office.

3.0 STATEMENT OF NEEDS

The County is soliciting proposals from qualified consultants to examine the County's current communication system, evaluate the current method of operation of the system, and provide a report on recommendations for a new communication system. The Consultant shall provide expertise in the design, provision of a bid document implementation, quality assurance, coordination, performance testing, system cutover, and acceptance stages of the new radio communication system for the County. Consultants must possess demonstrated expertise (subject matter knowledge and relevant experience) with current public safety radio communications systems and technology, the most current industry trends and initiatives as set forth by organizations such as the Association of Public Safety Communications Officials (APCO), the National Public Safety Telecommunication Council (NPSTC), and dominant radio system manufacturers. Consultants must be intimately familiar with governing rules and regulations as issued by the Federal Communications Commission (FCC) and other relevant agencies (FAA, NTIA, etc.), and possess demonstrated subject matter expertise and hands-on experience in the following areas:

- a. P25 Compliant
- b. Two-way radio communication hardware
- c. Software and systems
- d. Interoperable communications
- e. Dispatch communications solutions
- f. Radio frequency spectrum allocation – FCC licensing
- g. High capacity voice and data transport systems that support municipal radio communications systems, such as microwave and fiber optic communications systems

Prince George County requires a public safety radio system to fully cover the varying topography of the County. The system should be interoperable during emergencies with the public safety agencies in surrounding counties. These counties currently operate public safety radio systems in multiple areas of the radio spectrum including VHF, UHF, and 700 / 800MHz. A collaborative system expansion of neighboring systems should be explored, as well as a stand-alone system. The system should also provide alerting for fire/ems stations and volunteer fire/ems personnel.

Project phases

Phase 1: Infrastructure and Needs Assessment, Feasibility Analysis, and Preliminary Design and Cost – this phase of the project has currently been completed. Consultant should review

what is already in place and provide a plan for moving on with Phase 2. All documentation for phase 1 will be provided to consultant for review and analysis.

Phase 2: Detailed Design, Invitation to Bid Development, Contractor Selection, and Procurement

Phase 3: Implementation and Project Management

High-level objectives include:

Phase 2

Create a functional specification document (including performance requirements), structured to be used in issuing a public Invitation to Bid and to serve subsequently as a requirements traceability matrix and acceptance tool.

Analyze the projected costs.

Provide assistance in obtaining funds from potential sources identified in the analysis. Prepare Grant proposals, if any, for accomplishing any recommendations.

Collaborate with County staff to create an Invitation to Bid, issue the Invitation to Bid, and respond to bidder inquiries.

Develop necessary weighting and adjustment factors to ensure bottom line costs apply to comparable systems and proposals, Cost analysis shall include initial, total implementation and long term maintenance and support costs.

Assist County in reviewing bid submittals.

Assist County with interview and selection process of vendors needed to implement approved improvements of public safety communications.

Phase 3

Implementation of the selected solution and contractor to include serving as the County's project reviewer and independent verification and validation resource.

Serve as project manager including oversight of all vendors, installation and construction.

Be available for public meetings when necessary to explain the project and its impact on the local community.

Monitor and certify acceptance tests.

Prevent Avoidable Failure. A key objective of this engagement should be to identify and avoid or mitigate foreseeable system failures due to planning or obsolescence. This is relevant to both the current state of the system as well as future state of any solution.

Interviews for the top candidates screened in the evaluation process will be on held on April 12, 2017

4.0 PROPOSAL PREPARATION & SUBMISSION

One original and five copies of the proposal should be forwarded to Ms. Leigh Primmer, Procurement Officer, Finance Department, P.O. Box 68, 6602 Courts Drive, Prince George, VA 23875 clearly marked "Proposal – Radio Consultant", no later than **2:00 PM on March 30, 2017**.

5.0 EVALUATION AND AWARD CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

1. Relevant experience with similar projects (35)
2. Qualifications and experience of key project team members who are actively involved throughout the entire project (25)
3. Overall project approach and timeliness (20)
4. References from other similar projects (15)
5. Cost Proposal (5)

6.0 REPORTING AND DELIVERY INSTRUCTIONS

Submittals should include a proposed schedule for the project.

The County of Prince George will adhere to the following schedule:

Deadline to submit questions **March 21, 2017 @ 5:00pm**

All questions shall be submitted by email to Leigh Primmer at:

lprimmer@princegeorgecountyva.gov

RFP submission deadline **March 30, 2017 @ 2:00pm**

7.0 GENERAL TERMS AND CONDITIONS

7.1 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.2 ANTI-DISCRIMINATION:

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any

public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

7.6 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.7 PAYMENT:

7.7.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

7.8 QUALIFICATIONS OF OFFERORS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.9 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.10 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

7.11 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

7.12 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince George on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

7.13 USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal) that the product offered is an equal product, such proposal) will be considered to offer the brand name product referenced in the solicitation.

7.14 INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify

the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,750,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000,
July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

7.15 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7.16 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.17 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.18 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.19 CONTRACT DOCUMENTS:

- (a) The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

7.20 LAWS AND REGULATIONS:

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Prince George or the Commonwealth of Virginia.

7.21 PREPARATION AND SUBMISSION OF PROPOSALS:

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

7.22 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

7.23 RECEIPT AND OPENING OF PROPOSALS:

- (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

7.24 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

7.25 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.26 SEPARATE CONTRACTS:

- (a) The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in this Request for Proposals which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Request for Proposals, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.
- (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 8.38(c) and 8.38(d) of these General Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

7.27 TAXES:

The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

7.28 INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of

any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.

- e. The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;
 - (2) Enter into the area of responsibility of the contractor's superintendent;
 - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
 - (5) Issue a certificate for payment.

7.29 SUPERINTENDENCE BY CONTRACTOR:

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

7.30 ACCESS TO WORK:

The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

7.31 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such

termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

7.32 GUARANTEE OF WORK:

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Warranty of Materials and Workmanship section of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 ADDITIONAL USERS:

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

8.2 AWARD OF CONTRACT:

8.2.1 AWARD:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

8.3 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

9.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____

Telephone Number: _____

SERVICE AGREEMENT RFP#17-0222-1 FOR CONSULTING SERVICES
RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT, entered into as of this ___ day of _____, 2017, by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“County”) and Altairis Technology Partners, LLC (“Contractor”).

W I T N E S S E T H:

WHEREAS by Request for Proposal No. 17-0222-1 (the “RFP”), the County solicited interested firms to submit proposals for Consulting Services for a radio communications system for Prince George County; and

WHEREAS Contractor has represented to the County that it is fully capable of performing the services described in this Agreement, and the County has relied on such representation to select Contractor to provide the services; and

WHEREAS the County and the Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor’s performance of the service.

NOW, THEREFORE for and in consideration of the mutual agreements contained in this Agreement, the parties agree as follows:

1. Scope of Services. Contractor shall furnish all labor, materials, and services necessary to satisfy all of the requirements of the County as set forth in the RFP, this Agreement and any additional services described in the Contractor’s proposal entitled “Proposal Response for Radio Consultant,” dated May 4, 2017 and any revisions (the “Proposal”). The terms of the RFP and the Proposal are incorporated by reference into this Agreement. The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the “Services.” Contractor represents that it will perform the Services

in accordance with generally accepted professional standards, and will provide the County with the best possible advice and consultation within Contractor's authority and capacity. In the event of any conflict between the terms of this Agreement and the RFP and/or Proposal, the terms of this Agreement shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations as set forth in this Agreement. Contractor represents that the execution of this Agreement and performance of any of its obligations are duly authorized and in compliance with applicable federal, state and local laws, rules, and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the County in the event that any such license or permit expires, terminates or is revoked.

3. County's Obligations. The County shall furnish the Contractor, upon request, with any information, data, reports, and records which are reasonably available to the County and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The County shall designate a person to act as the County's contact with respect to the Services. The County's representative shall have the authority to transmit instructions, receive information and interpret and define the County's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared pursuant to this Agreement by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the County and the Contractor. It is expressly understood and agreed by the parties that time is of the essence.

5. Contract Term. The term of this contract shall be for a period from the date of endorsement through November 7, 2019, in accordance with sections 4.4 and 11.2 of the Proposal. This Agreement may be extended by mutual written consent of the parties as needed to successfully complete implementation of the Prince George Radio System as described in the RFP.

6. Compensation. County shall pay Contractor, provided that Contractor performs to the satisfaction of the County, properly invoiced fees as follows:

- a. The total aggregated compensation paid by the County to Altairis shall not exceed \$ 605,078 as set forth in section 6.2.1 of the Proposal. This total amount represents 3,192 hours, at a cost not to exceed \$593,926, and expenses not to exceed \$11,152.
 - i. Phase 2 shall consist of the detailed design, invitation to bid development, contractor selection and procurement at a total of 1231 hours, for a cost not to exceed \$223,715.
 - ii. Phase 3 shall consist of implementation and project management at a total of 1961 hours, for a cost not to exceed \$370,211.
- b. Invoicing - The Contractor will only invoice for actual work performed and services rendered to the County. The Contractor shall invoice the County one time each month, in arrears, for actual hours worked the prior month. The County will pay the Contractor within 45 days of receipt of an invoice. The County reserves its right to dispute any amounts invoiced by the Contractor. If any invoice is disputed, the County will notify the Contractor and specify the nature of the dispute in accordance with the terms of this Agreement. If

notice of a disputed invoice is not sent to the Contractor within 45 calendar days of the County's receipt of the invoice, the invoice will be deemed accepted by the County and will be paid in accordance with the terms of this Agreement.

- c. Change Orders – The parties agree that there is a presumption that any work undertaken by the Consultant under this Agreement is within the scope of this Agreement and is fully compensated. If the Consultant claims that any instructions given to it by the County involve work or expense that increases the scope of the Agreement, then it shall give the County written notice before beginning the alleged additional work and the Consultant shall prepare a quotation outlining the estimated additional effort. If the County agrees, a Change Order shall be issued for a mutually agreeable amount of additional hours or expense. Additional compensation shall be in accordance with the hourly rates as set forth in section 6.3.2 of the Proposal.

7. Time of Payment. Contractor shall submit invoices and the County shall make payments to the Contractor in accordance with section 7.7 of the RFP. If the Agreement is terminated by the County and not in any way through the fault of the Contractor, payments due to Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of the Contractor, Contractor shall have no right to claim payment due for services performed directly related to the cause of the termination, but uncompensated at the time of termination, provided that the County is not delinquent in its payments to Contractor.

8. Non-Appropriations. The continuation of the terms, condition, and provisions of this contract beyond the current fiscal year is subject to approval and ratification by the Prince George County Board of Supervisors and appropriation by it of the necessary funds for this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the County to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. The County shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by the County to the Contractor pursuant to this Agreement. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

11. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance in accordance with the requirements set forth in the RFP and shall furnish a Certificate of Insurance, naming Prince George County as an additional insured.

12. Confidentiality. Unless expressly authorized by the County, Contractor, its officers and employees, shall not divulge to anyone other than County officials in either written or verbal form any information obtained as a result of performing services pursuant to this Agreement.

13. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to Contractor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist. on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County in respect to such breach or default.

14. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, or disability, except where religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b. and c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

15. Drug Free Workplace: During the performance of this contract, the Contractor agrees to:
 - a. Provide a drug-free workplace for the Contractor's employees.
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. Hold Harmless. Contractor shall hold harmless, indemnify and defend the County, the School Board, if applicable, and its employees against any and all injury, loss or damage arising out of Contractor's negligent or intentionally wrongful acts or omissions.

17. Governing Law. Contractor and the County agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the County further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the County of Prince George to the express exclusion of any otherwise permissible forum.

18. Notices: Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the COUNTY:

Prince George County Attorney's Office
P. O. Box 68
Prince George, VA 23875

If to the CONTRACTOR:

Mr. James K. Morgan, Partner
Altairis Technology Partners, LLC
3420 Pump Road. #22I
Henrico, VA 23233

Bills, invoices or reports may be transmitted electronically via email.

19. Assignment. The County and Contractor bind themselves and any successors and assigns to this Agreement. The employees of the Contractor will perform the work necessary to fulfill this agreement. Other than the work identified in the Proposal to be performed by

subcontractors. Contractor shall not assign, sublet, subcontract or transfer any of its interest in this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

20. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

21. Subcontractors. The County reserves the right to reject any subcontractor selected by Contractor. The County shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the County prior to performing any work on the Project. Such approval will not be unreasonably withheld.

22. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, For any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the

aforesaid matters: and Contractor shall reimburse the County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

23. Independent Contractor. Contractor's relationship with the County shall at all times be that of an independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the County will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the County.

24. Environmental Management. Contractor shall be responsible for complying with all federal, state, and local environmental regulations, if any.

25. Illegal Aliens. In accordance with the Code of Virginia. Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

26. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties will modify such provision to the extent possible to most nearly affect its intent. In the event the parties cannot agree, then either party may terminate this Agreement on thirty (30) days written notice. In any case, the remaining provisions of this Agreement shall not be affected.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date first written above.

COUNTY OF PRINCE GEORGE, a political
subdivision of the Commonwealth of Virginia

By: _____
County Administrator

Approved as to form:

County Attorney

Altairis Technology Partners, LLC, a
Virginia limited liability company

By: _____

Title _____