

To: Jerome Cephas  
From: Steve Rauter  
Re: **PUBLIC COMMENT ON STARCOM21 SOLE SOURCE JUSTIFICATION**  
Date: 9/21/2010

The following are my concerns, questions, and comments on the “new” sole source contract for STARCOM21. I am not sure if I can make the public hearing, but please include this in the public record.

These are not necessarily the views of MABAS, Illinois APCO, or any other state entity, or anyone other than myself.

Reference # 22020110  
Proposed Contract Number: CMS1534610  
Project Title: “Starcom21 statewide master contract – PBC 10-53461”  
Dated: 9/10/2010  
Value of Initial Term: \$207,864,678.00  
Hearing Date: Sept 28, 2010, 1pm

Note: This is listed as a “new” Sole Source Contract and not an extension or amendment of the existing STARCOM21 contract.

“Most recent contracts with the vendor:”

Does this single entry (\$50,712,000) include all contracts with the state including grants (ITTF, EMA, MABAS, etc) in this time frame (since 9/28/2001)? If not, please provide all amounts and purchases.

“Business rationale:”

#1: Are the user counts listed accurate? If not, please provide updated user count. These numbers seem to be in conflict with other public sources of that information.

#2: This response does not support #1 nor answer the question.

#3: There is no #3. Is this missing in the Form?

#4: This item is not answered.

#5: “Were alternate supplies or services evaluated?” “NO” is checked. Why were no alternatives evaluated?

#5b:

- Since the Illinois model is said to be “rare”, was there research as to why it is rare? Could it be that the business model (like the Illinois model) is inflexible, locks in one vendor for 10-20 years, leads to “chained” purchase orders, or is more expensive than other models such as a straight lease or lease/purchase?
- Going from \$53 to \$76 (as a starting point) may not be good (about a 45% increase). How is this justified? Why is this “negotiable” after the fact, meaning, why is this number here if it is not part of the contract?
- The 25% discount on legacy equipment may be good for the current equipment, but this equipment will not be usable on the system when the 700mHz channels need to go to 2:1 TDMA by 2016. No such discount is offered for the current production radios that will be more useful after 2016.

- Why are subscriber units even mentioned in the infrastructure contract? It is recommended that any language that involves P-25 subscriber units be removed (including Motorola discounts on the soon-to-be non-compliant radios) and open up competition. Again, the infrastructure contract should be silent on subscriber equipment.
- A lot has happened in P-25 since the original 2001 contract, and many more qualified vendors have equipment available for purchase.

#6: This section refers to the “same level of service we have been accustomed to”. Some users may report that that level of service is not actually meeting the GoS (Grade of Service) or performance measurements in the current contract, and would like to see improved or more reliable service. The 45% over 10 years is 4.5% per year and should not be viewed as a “good deal”.

#7: “Will this contract obligate the state to this vendor for future purchases i.e. maintenance, licensing or continuing need?” This box is checked NO, but all of the other rationale point to being locked in to the vendor for some time to come – even after this expiration date of this proposal since it is assumed similar rationale will be presented again and again. If nothing else, checking NO here would mean that there is no harm in competitively bidding the system support.

#8: The answer refers to the answer in #5b. The “fair and reasonable” begs for further explanation since the explanation may lead to a discussion of failure of performance from the previous contract (GoS, reliability, coverage, limited use of competitor subscriber radios, etc). The other advantages have more to do with subscriber unit fees, not infrastructure.

#9: Why is this a “New Sole Source” discussion and not a “Change Order or Extension” of the existing STARCOM21 contract?

#10: The answer to this question is counter to what many believe to be the reason for competitive bidding. It has been proven in many ways that competitive bidding not only is good public policy, but it is a way to be accountable to the public to make sure its funds are spent properly, transparently, and in a cost effective way. It is counter-intuitive to believe that Motorola’s prices would be HIGHER if they are asked to competitively bid. Otherwise, why go out to bid for ANYTHING? If nothing else, the process proves that you take a good look at what is “out there” concerning alternatives. What if a private company (not Motorola) wanted to bid as a system maintainer? Maybe –just maybe – they could do it better or cheaper. We won’t know, will we?

The explanations that follow #10 appear to be a not-so-veiled threat. The world will not end if STARCOM21 is broken up into smaller chunks. In fact, service may improve, and in some cases, it may be more cost-effective against the looming increase in user fees.

Based on the weak justification on this form, there is nothing that would indicate a “down side” to see what is available in the current market place and competitively bid.

Will the work include rebanding the 700MHz channels to the proper channel alignment with the NPSTC channel plan?

Will the vendor be required to prove that the equipment is certified (type accepted) for the channels in use?

At the very least, I would offer the following suggestions:

- Allow a competitive bid to show accountability, transparency, and good public policy – on the infrastructure service.
- Remove ALL REFERENCES to subscriber units (discounts, etc) and allow open competition, otherwise the vaunted “standards-based platform” for interoperability as found in the NECP, SCIP, and other sources is a joke.
- Modify the current contract language to eliminate the “penalty” fee for registering a non-Motorola radio on the system.
- Invite competing vendors to demonstrate subscriber radios on the existing platform in an open and helpful way.
- Somehow itemize the \$207,864,678.00 to show where the money goes.
- Make sure the vendor uses the proper frequencies and all of the equipment used is certified by the FCC (type accepted).
- Publically discourage the use of this proposed agreement from being used by local governments as justification to also use the “sole source” method of purchasing infrastructure since this is a support contract. Some local governments attempted to use the previous Illinois/CMS STARCOM21 contract (for leased services) as a method to justify hardware purchases (not leased services) in a sole-source scheme to avoid competitive bidding for infrastructure.

The above is my own work, my own opinion, and I do not speak for MABAS, APCO, or any other state agency.



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