

REQUEST FOR PROPOSAL  
2010-120  
KITSAP COUNTY  
TELECOMMUNICATION MAINTENANCE  
SUPPORT AND UPGRADES

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## 1. REQUEST FOR PROPOSAL OVERVIEW

### 1.1. **Project Name: Request for PBX and Voice Mail Maintenance with PBX Upgrade proposals**

RFP Number: RFP-2010-120 PBX Maintenance and Upgrades

RFP Release Date: 12 April 2010

RFP Vendor Prebid Conference Date: None Required

### 1.2. **Definitions:**

1.2.1. COUNTY means the Kitsap County

1.2.2. RFP means Request for Proposal

1.2.3. Proposer / Vendor means a firm submitting a proposal in response to this RFP

1.2.4. Contractor means the successful Proposer awarded the contract

### 1.3. **Project Description:**

1.3.1. Kitsap County is seeking per PBX voice and Voice Mail port rate quotations for ad hoc support and maintenance of voice communications systems equipment. The voice systems currently consist of 1 Nortel CS1000 (Option 81C), Rls 4.0 with an Avaya Aria 250 Voice Mail System, 3 Nortel Cabinet Remotes, and 5 Nortel Option 11 Private Branch Exchanges (PBX), in a networked (MAN) environment. Network architecture allows each system to share the centralized Avaya Aria 250 Voice Mail system located at the Courthouse and process on-network calls (4 digit routing) via a mixture of T1, VoIP (H.323), and fiber Trunking. Telephones are a mixture of single line analog (500) sets, digital (M2000 and 3900 Series) sets. There are approximately 2,300 active station ports. Note: actual port usage on PBXs and voice mail to be verified at the time of award and updated annually for the life of the agreement.

1.3.2. Part one of the scope of this RFP is the per-port billing rate to support and maintain voice systems on an as-needed, where-needed basis. Voice communications systems include: PBX systems, voice mail system and all associated software and miscellaneous hardware. Telephone sets, riser, horizontal and station cable, jacks, as well all Norstar equipment are not included in the scope of this RFQ.

1.3.3. Part two of the scope of this RFP is to plan the support and migration regarding the County's desires to upgrade our current PBX environment (per appendix G) to Release 6.0 or newer with Session Initiated Protocol (SIP) enabled, increasing overall network licenses. Please provide detailed parts list per site including any and all hardware and/or software, including licenses, required to accomplish this upgrade. This portion of the RFP requires a phased upgrade plan/approach over the life of this contract. Please outline in detail your proposed plan/approach. Amount of specific licenses to identified in appendix G.

- 1.3.4. The County understands that Software Release Subscription (SRS) is an available option for upgrading current software. Please submit a breakout describing the advantages for choosing this route for upgrades. Describe and requirements for maintaining this service.
- 1.3.5. Provide costs associated with a subscription to Nortel's Enhanced Technical Service (ETS) – now AVAYA PASS service. Present, with options, the different levels and services available.
- 1.3.6. Kitsap County may grant remote dial-in and/or network access to the PBX and voice mail systems to aid in problem determination, but this does not relieve the contractor from the on-site response requirements.
- 1.3.7. All hardware must be purchased through an Authorized Avaya / Nortel Networks equipment reseller.
- 1.3.8. A copy Order Pro for each PBX location will be provided based on current of configuration.

**1.4. Project Requirements:**

- 1.4.1. Place of Business: The business address of the office where personnel will be responding from must be within 50 miles of Kitsap County.
- 1.4.2. Certification: Submit a list of the names of all personnel that currently possess NORTEL, AVAYA and Aria 250 maintenance certifications at the place of business.
- 1.4.3. On-Site Response Time: For those situations identified as Major, is two (2) hours and for those situations identified as Minor is the next day.
- 1.4.4. Response Hours: On-site response will be required from 6:00 AM until 9:00 PM, Monday through Friday – excluding holidays.
- 1.4.5. Vendor Billing: All billing / charges will be billed through Kitsap County, CNS. All invoices will be paid net thirty (30) following receipt of invoice.
- 1.4.6. Labor Rate Quotation: Provided a list of per site labor billing rates. If travel time is billable or billed at a different rate by location, list these rates in addition to the main site rate.

**1.5. Project Goals:**

The successful vendor will assist the Kitsap County Information Services, Communications and Network Services (CNS) Division and its partners in achieving the following long-term goals:

- 1.5.1. Develop strategies to enhance the existing network and plan for migration towards Unified Communications and VoIP as technology dictates and County budgets allow.
- 1.5.2. User friendly and reliable design of the Kitsap County Voice Communications Network.
- 1.5.3. Develop an efficient integration of network topologies and systems.
- 1.5.4. Remain in compliance with state and federal regulations.
- 1.5.5. Reduce time and expense to maintain and support the network.

## **2. PROJECT / AGREEMENT RESPONSIBILITIES**

### **2.1. General Responsibilities:**

In general, the successful Contractor will be responsible for the following activities. This list is not intended to be all-inclusive, but rather to establish a level of expected involvement and performance:

- 2.1.1. Meeting with the Kitsap County CNS staff to review network specifications and processes.
- 2.1.2. Meeting with the Kitsap County CNS staff regarding quarterly systems review and maintenance.
- 2.1.3. Creating and documenting ongoing telecommunications network design.
- 2.1.4. Scheduling coordination meetings between consultants and Kitsap County CNS staff during development to ensure that systems are consistent with Kitsap County goals and objectives.
- 2.1.5. Ensuring that all projects and activities are documented in accordance with industry standards and that documentation is readily available to designated Kitsap County staff.

### **2.2. Contractor Specific Responsibilities:**

The successful Contractor will be responsible for the following specific Maintenance Services Requirements:

- 2.2.1. Remedial Service: Successful Contractor will perform remedial maintenance services for covered Equipment upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order.
- 2.2.2. Performance: Maintenance or service work is to be performed by successful Contractor's authorized personnel only (see attachment E).
- 2.2.3. Response Time: When notice of an Emergency is received by the successful vendor during standard service hours, the vendor will respond remotely immediately, diagnose the situation, contact Kitsap County Emergency Contacts and dispatch a technician when necessary. The successful vendor will make every effort to have maintenance personnel on-site within two (2) hours on such notice if dispatch is required. The obligations for response by successful Contractor outside of parameters above, if any, together with the charges therefore, will be at the agreed upon Time and Materials Rates.
- 2.2.4. Major Failures: "Major Failure" of Voice CPE, which shall consist of one or more of the following conditions, means (i) the System cannot make or receive any voice or data call to or from Customer's premise or (ii) no internal communications within the system; (iii) any of the attendant consoles being unable to make or receive any voice or data calls; (iv) twenty percent (20%) or more of either the trunks or stations are inoperable; (v) an inoperative message accounting system; (vi) forty percent (40%) of all telephones out-of-service and any additional conditions, if any, as agreed to in writing.
- 2.2.5. The System: Successful Contractor will provide the Services on the equipment constituting Customer's telephone systems (the "System") and ancillary equipment as more particularly described in Schedule A. During the term of this Agreement, Customer will not permit anyone other than their directed staff and the vendor to perform any installation, removal, relocation, maintenance, repair or modification on or of the System. Customer agrees to advise successful Contractor promptly of any relocation or modification of the System.
- 2.2.6. Upon award of the bid: Kitsap County will negotiate in good faith with the selected vendor to establish a final CPE Maintenance Agreement based upon Kitsap County's proposed contract terms, any proposed edits to the RFP and the RFP itself.

**2.3. Maintenance Services not included:**

Maintenance services do not include any services necessitated by, or of the types described in, any of the following:

- 2.3.1. Labor and material costs for the addition of equipment or relocation of same. These are Move, Add, and Changes (MAC) and can be provided at agreed upon Time and Material (T&M) rates.

- 2.3.2. Operating supplies, accessories, paper, electrical work external to the system, and battery back-up systems.
- 2.3.3. Labor and material costs for component parts that do not affect the normal operation of the system (cabinets, etc.).
- 2.3.4. The negligent, intentional, or willful acts of Customer or third parties.
- 2.3.5. Any act external to the system that causes, directly or indirectly, a system failure, either immediately or later, or other malfunction including but not limited to any failures of trunk or T1 lines, other equipment connected to the system, or abnormal environmental conditions, power failures or fluctuations, (for example power fluctuations and failures caused by lightning), flooding, water damage, and any other equipment damage associated with acts of God.
- 2.3.6. When equipment is deemed unsupportable by the Manufacturer, or is otherwise deemed not serviceable by due to lack of replacement part availability.

**2.4. Customer’s Responsibilities:**

Customer agrees to perform in a timely manner, at customer’s sole expense, the following in support of vendor services under this agreement:

- 2.4.1. Notify appropriate communications product and service suppliers, by written agency authorization, of successful Contractor for responsibilities and authority to act on Customer’s behalf;
- 2.4.2. Provide to successful Contractor a suitable work area (including telephone) on Customer’s premises, and access to Customer’s premises (including, if appropriate, a facility access card);
- 2.4.3. Appoint a contract administrator from the Information Services Computer and Network Services Division (the “Contact”) knowledgeable in Customer operational requirements as a point of contact to the successful Contractor and with authority to act on Customer’s behalf in matters relating to this Exhibit, including issuance of purchase orders. That contact is the Voice, Video and Infrastructure Systems Engineer for the County;
- 2.4.4. Provide the proper environment, electrical and telecommunications connections as specified by the System’s vendor (s);
- 2.4.5. Maintain back-up files and discs for all relevant software comprising a portion of or being related to the System;
- 2.4.6. Not relocate or modify any portion of the System or its components, or allow anyone access to the internal components and software without written notification to successful Contractor.

**3.0 INSTRUCTIONS TO THE VENDOR**

**3.1 General Instructions:**

The information provided is intended to assist interested vendors in the preparation of proposals; it provides sufficient basic information to understand the County's current operating environment and to demonstrate their capabilities to meet the County's needs.

The Kitsap County proposal evaluation staff will be looking for the vendors' response to each of the RFP requirements. Proposals are to be formatted and tabbed in the form and sequence as described in Section 5 of this RFP. Should they be unable to locate the vendors' response to an RFP requirement, it may be evaluated as 'requirement not being met'.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the individuals identified in Sections 2.2.3 and 3.11 of such error and request modification or clarification of the RFP document. Only those County agents listed in Sections 2.2.3 and 3.11 are authorized to interpret the RFP. The County shall not be responsible for interpretations offered by other employees of the County.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP. In the event of conflict with the original RFP, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The accuracy of the proposal is the sole responsibility of the Vendor. No changes shall be allowed after the date and time the proposal is due.

### **3.2 How to Respond:**

The cover page of this RFP document contains specific instructions as to where and to whom your proposal should be addressed, the number of copies needed, the due date and cutoff time, along with other important instructions. Bidders must complete the entire cover page and submit it as part of the proposal response.

The Kitsap County proposal evaluation staff will be looking for the vendors' response to each of the RFP requirements. Should they be unable to locate the vendors' response to an RFP requirement, it may be evaluated as 'requirement not being met'.

### **3.3 Eligibility of Vendors:**

Proposals will be considered only from vendors that can demonstrate that they are actively engaged in the business of Communications Systems Integration,

Maintenance and Support. Vendors must be able to demonstrate, on demand, that they have the financial support, equipment and organization to ensure that they can fulfill the services required in this RFP. The County may consider evidence of financial, technical and other qualifications in making the award.

**3.4 Joint Proposals:**

Kitsap County requires a single contact for all RFP items. In the event that a group of vendors submits a single proposal successful Contractors must cross-reference all cooperating vendors and specify the “Primary Vendor” who will be responsible for all proposed items. It is the Primary Vendor that must coordinate all contractual issues.

Kitsap County reserves the right to accept the Primary Vendor, but reject any secondary vendor. The Primary Vendor will have the option of withdrawing their bid, without penalty, or replacing the subcontractor. Contract(s) will be written with the successful Primary Vendor only.

**3.5 Withdrawal of Proposals:**

Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead. Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Vendors who withdraw their offer during this period, may at the sole discretion of the County, be removed from any and all bid lists for a period of six2months following the withdrawal.

**3.6 Rejection of Proposals:**

Kitsap County reserves the right to reject any or all proposals or any part of each proposal; to determine a responsible vendor; and to determine which, in its sole judgment, best meets the County’s needs to receive an award after successful contract negotiations.

**3.7 Confidentiality:**

All completed requests for proposals submitted become the property of the County’s upon submission. Kitsap County may use the proposal for any purpose it deems appropriate. Prior to funding, the application material is considered as “draft” and is not subject to the open records law. The proposal material becomes part of the contract between the vendor and the County. The responding vendor is responsible for indicating any proprietary information included in their proposal.

**3.8 Vendor Conduct:**

During the RFP Window (the date from release of this RFP to final award), Vendors are not permitted to contact any County employees regarding this RFP unless with the permission of the County's designated contact persons, identified in Section 3.1. No gratuities of any kind will be accepted including meals, gifts, or trips, except as provided for as reference site visitations during finalist evaluations. Violation of these conditions will constitute immediate disqualification.

**3.9 Conflict Of Interest:**

All Vendors must disclose the name of any officer, director or agent who is also an employee of the County. All Vendors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Vendor's business or any of its branches.

**3.10 Calendar Of Events:**

The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP.

**3.11 Appeal of Award:**

The award is based on several conditions, price being just one of the elements. Please refer to Section 3.14 Evaluation Criteria to see how the proposals will be evaluated. Vendors may appeal an award by submitting in writing a request to appeal to R'Lene Orr, Purchasing Manager within 72 hours of the Notice of Award posted by Purchasing Services. Vendors must clearly state their reason(s) for an appeal.

**3.12 Term of Agreement:**

Acceptance of a proposal does not guarantee a contract. Any agreement/contract resulting from this RFP shall commence on 15 July, 2010 and shall remain in effect until 14 July, 2015, with automatic one (1) year renewals until cancelled or otherwise modified by either party with a thirty (30) day written notice. Continuation of the agreement/contract beyond the initial period is solely the County's prerogative.

**3.13 RFP Review Procedures:**

Proposals received by the due date and time will be reviewed for quality and completeness of the proposal. Proposals are subject to review by Kitsap County's Communications Systems Engineer.

**3.14 Evaluation Criteria:**

Each proposal will be read and rated independently by each member of the review team using a rating worksheet to record both numerical rating and written comments about the proposal's strengths and weaknesses on each criterion. Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offerors, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services. Firms will be evaluated on the following criteria:

- 3.14.1 The ability of the firm to service this account based on the contemplated scope of work and volume of business.
- 3.14.2 The experience of the firm, length of time in business and other matters relating to relevant experience.
- 3.14.3 Knowledge, Training and Experience of the individuals assigned to this account.
- 3.14.4 Appropriateness and flexibility of pricing arrangements regarding both the per port maintenance portion and the phased PBX system upgrade portion of the RFP.
- 3.14.5 References either submitted with the proposal or known to the County.
- 3.14.6 The firm's approach to all work, including compliance with requirements, innovative offerings, services offered and other related matters.
- 3.14.7 Past performance with work provided to the County.
- 3.14.8 Proposals can be awarded up to a maximum of 100 points based on the following:
  - a) Qualifications Prime & Team (25 points)
  - b) RFP Response (30 points)
  - c) References (15 points)
  - d) Price/Fiscal Impact (30 points)

**3.15 General Terms and Conditions:**

The following terms and conditions apply to all proposals to provide services to Kitsap County. Kitsap County expressly reserves the following rights:

- 3.15.1 To reject any and/or all irregularities in the proposals submitted.
- 3.15.2 To reject any or all proposals or portions thereof.
- 3.15.3 To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
- 3.15.4 To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
- 3.15.5 All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.
- 3.15.6 The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
- 3.15.7 Any proposal or modification received after the hour and date specified may be returned unopened.
- 3.15.8 All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.

**3.16 Method of Award:**

A vendor whose proposals are determined to be most advantageous to the County will be invited to conduct negotiations with Kitsap County and mutually accept revisions to the proposals if necessary. During this negotiation period, the County will not disclose any information from other proposals submitted, or from discussions with other vendors.

**4. GUIDELINES AND SPECIFICATIONS FOR PREPARING A PROPOSAL:**

This section describes the content required of a successful proposal. A completed response must include all parts in this section. The Proposal should be no more than 25 pages in total length [excluding Kitsap County Appendices]. Proposals not

following the form outlined below will not be considered. Quality not quantity is desired.

**4.1. Qualifications. The proposal should:**

4.1.1. Provide résumés of staff assigned to the Proposal. Identify the Lead technician to be assigned to the account and provide a copy of his or her résumés. Identify and briefly describe all Nortel and Avaya certification this person may possess.

4.1.2. Provide résumés of all team members and/or partners to be assigned this account. Identify any other resources that can be available to the proposed team. Provide brief résumés including education, number of years with the firm, related work experience by such personnel.

4.1.3. Demonstration of a clear and recent proven track record in Voice network design is needed. A seasoned company with extensive knowledge of network operations and network supporting management, technology and information systems is a requirement.

4.1.4. Please list your firm's proven track record as well as the names and résumés of the individual(s) you would propose to assign to the project. Identify the name of the person from your firm who would be in charge of the project. Provide three client references together with phone numbers and company names and addresses.

4.1.5. Description of the relationship the vendor has between Avaya and Nortel (maximum 1 page).

**4.2. Recommended Approach. The proposal should:**

Describe the approach or methods used to complete the tasks and objectives outline in Sections 1.3 and 1.5. Provide a detailed outline of the Proposer's approach toward the delivery of services in accordance with Kitsap County's communications systems goals and objectives. The approach will describe the process for making recommendations to Kitsap County and define procedures that will be employed to address the following concerns:

4.2.1. Approach to Project Management (maximum 1 page)

4.2.2. Division of work between the contractor and subcontractors (maximum 1 page)

4.2.3. Communications with and reporting to the Kitsap County Telecommunications Manager and/or Program Manager. (maximum 1 page)

4.2.4. Process for documenting work and activities (maximum 1 page)

4.2.5. Any skills, management tools or techniques that will be utilized during the life of this agreement.

4.2.6. Describe or outline the escalation process for service related issues.

**4.3. Price. The proposal should:**

4.3.1. Provide a per port charge for all systems. Priced individually, monthly and annually. Include proposed hourly rates and indicate if you would propose an aggregate hourly rate for any services identified as outside of the scope of this contact (i.e. moves, adds and changes).

4.3.2. Describe any other costs or fees associated with the maintenance agreement.

4.3.3. Provide a work and cost breakdown for all PBX location upgrades.

4.3.4. Provide all costs associated with Avaya/Nortel SRS, ETS, PASS system/software maintenance costs.

**4.4. Reimbursable Expenses**

The following items are considered as non-reimbursable costs and therefore, not applicable to this agreement:

4.4.1. Telephones, cell phones, fax machines and E-mail related costs.

4.4.2. Secretarial, postage, office material and similar.

4.4.3. Costs of commuting to and from the various identified sites.

4.4.4. Cost of commuting to and from the job site or ancillary meeting sites.

4.4.5. Data processing.

4.4.6. Termination expenses.

**4.5. Acknowledgement. The proposal should:**

4.5.1. Include a statement acknowledging and accepting the terms outlined in the RFP.

**5. PREPARING AND SUBMITTING A PROPOSAL**

**5.1. General Instructions**

5.1.1. The evaluation and selection of a vendor will be based on the information submitted in the vendor's proposal. Failure to respond to each of the requirements in the RFP

may be the basis for rejecting a response. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

**5.2. Incurring Costs**

5.2.1. The County is not liable for any cost incurred by vendors in replying to this RFP.

**5.3. Submitting the Proposal**

5.3.1. Proposer must submit a signed original and seven (7) paper photocopies of the signed original and of all materials required for acceptance of their proposal by the deadline shown on the Request for Proposal. Proposer may in addition to the printed copies submit their proposals in electronic format.

5.3.2. Submit one signed Original and seven (7) additional copies of it to:

Kitsap County Courthouse  
Attn Purchasing, MS-7  
RFP-xxx XXXXXXXXXXXX  
614 Division Street  
Port Orchard, WA 98366

5.3.3. Proposals must be received in the above office by the time specified on the Request for Proposal form. All proposals will be time-stamped in by the County's Purchasing Office by the County time. Proposals not so stamped will not be accepted. Receipt of a proposal by the County mail system does not constitute receipt of a proposal by the County Purchasing Office, for purposes of this RFP.

5.3.4. The **final date** for a request to be accepted for a clarification on any Specification or Requirement of the RFP is **Tuesday, 11 May, 2010 at 12:00 noon**. Any request received after this date and time will **NOT** be acknowledged with a response.

5.3.5. All proposals must be packaged, sealed and show the following information on the outside of the package:

Proposer's name and address  
Request for proposal title  
Request for proposal number  
Proposal due date

**5.4. Proposal Organization, Format and Contents**

5.4.1. Proposals should include the following information:

- SECTION 1 Kitsap County's cover page completed and signed by authorized personnel.
- SECTION 2 Executive Summary
- SECTION 3 Instructions to vendors
- SECTION 4 Vendors Approach and Qualifications  
Vendor background, experience, qualifications  
Subcontractors' qualifications  
References
- SECTION 5 Contractual Exceptions
- SECTION 6 Technical response and pricing to per port Maintenance portion
- SECTION 7 Technical response and pricing to PBX upgrade and software service support portion
- SECTION 8 Request to Consider Proprietary or Confidential Item as well as the proprietary or confidential information itself, if needed.

## 6. GENERAL TERMS AND CONDITIONS

The contractual requirements of the County are detailed below. Vendors will be expected to meet all of these contractual requirements. Vendors who take exception to any term or condition stated by the County are instructed to prepare a contract exceptions document referencing the term or condition to which they take exception and include such document in their proposal. Kitsap County will require proof of compliance with these terms and conditions prior to execution of a contract. If a bidder cannot meet these terms and conditions, the bidder should not submit a proposal.

### 6.1. Designation of Subcontractors:

- 6.1.1. This contract may not be assigned or subcontracted, in whole or in part, without the express, written permission of the Office of Telecommunications of Kitsap County.

### 6.2. Headings:

- 6.2.1. All headings and titles used in contractual documents exist for the purposes of document organization and reference and shall not be considered a term or condition of any agreement entered into by the Vendor and the County.

### 6.3. Consent to Breach Not a Waiver:

- 6.3.1. The consent to a breach of any term or condition of this agreement by either party shall not be considered a waiver of such term or condition nor shall such breach be considered consent to a subsequent breach.

**6.4. Governing Law:**

6.4.1. The provisions of the contract shall be constructed in accordance with the laws on the State of Washington.

**6.5. Indemnity and Insurance:**

**Indemnification:**

To the fullest extent permitted by law, the vendor agrees to indemnify, defend and hold the County and its agents, officers, and employees (Indemnities) harmless from and against any and all liability, loss, claim, and direct or indirect expense (including attorney 's fees) for actual or alleged bodily or personal injury (including death) or destruction or loss (including loss of use) of any property and system which are incident to, arising out of or connected with the activities and services covered by this Contract(s) to the extent caused in whole or in part by the act, omission, failure to act or negligence of Vendor or its employees or agents, any subcontractor or its employee or agents, or anyone for whose acts any of them may be liable for. This indemnification obligation shall include any actual or alleged claims or causes of action of any kind against the Indemnitee due to its decision to award a contract to the Vendor. This indemnification obligation shall not be reduced in any way by the existence or nonexistence, limitation, amount or type of damages, compensation or benefits payable under workers compensation laws or other insurance provisions. Under no circumstances is the Indemnitee's recovery limited due to the fact that Kitsap County is named as an additional insured under any of the Vendor's insurance policies. The vendor agrees to accept tender of any claim or action against Kitsap County falling within the scope of this indemnity.

**Insurance:**

Financial responsibility for claims or damages to any person or to vendor's employees and agents shall rest with the vendor. The vendor shall effect and maintain the required insurance to support such financial obligations until all services are rendered and the system(s) are completed, installed and have been in fully functional operation for one year. The indemnification obligations under the contract(s) shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Insurance shall be at the following limits and at least as broad as:

All insurance policies shall contain a provision stating that coverage will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to Kitsap County.

Unless otherwise agreed to in writing by Kitsap County, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII.

Kitsap County including its directors, officers, agents and employees shall be named as additional insureds by endorsement to the required Commercial General Liability and Umbrella Liability coverage for liability arising out of the project for services performed by the vendor and any of its sub-contractors. All insurance for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insured is excess and non-contributing with any insurance required hereunder.

Other insurance requirements:

- (a) Any and all deductibles or other forms of retention are the responsibility of the Vendor.
- (b) Prior to the award of bid, the vendor shall submit written proof of compliance with the above insurance requirements.
- (c) 15 days prior to signature of the contract(s) vendor shall provide acceptable certificates of insurance evidencing the above required insurance.
- (d) Not less than 15 days prior to expiration or renewal of required insurance, vendor must provide County with evidence of renewal of required insurance.
- (e) Upon failure to provide such evidence of renewal insurance, County has the authority to order vendor to cease all operations at vendor's expense until the required insurance evidence has been provided.
- (f) Vendor is responsible for providing or ensuring that any of its subcontractors carry the above required insurance and no subcontractor shall be permitted to commence any work until the vendor submits acceptable proof of the above required insurance to Kitsap County.

## **Attachment A**

### **Communications Systems By Location**

**Kitsap County Courthouse Option 81C (CS1000), 614 Division St. Port Orchard, WA.**

Version: 2621  
Release: 4  
Issue: 00 T+

**Fairgrounds Pavilion Option 11**

Call Server / Main Cabinet  
Version 2121  
Release: 3  
Issue: 00 +

**Norm Dicks Government Center Option 11, 345 6<sup>th</sup> Street, Bremerton, WA.**

Call Server / Main Cabinet  
Version 2121  
Release: 3  
Issue: 00 +

**Public Works Annex Option 11, 8600 Imperial Way SW, Bremerton, WA.**

Call Server / Main Cabinet  
Version 2121  
Release: 3  
Issue: 00 +

**Work Source Kitsap Option 11, 1300 Sylvan Way, Bremerton, WA.**

Call Server / Main Cabinet  
Version 2121  
Release: 5  
Issue: 50 J

**Kitsap Consolidated Housing Authority Option 11, 9307 Bayshore Dr. NW, Silverdale, WA.**

Main Cabinet  
Version 2111  
Release: 25  
Issue: 30  
PSWV Version: PSWV 54

**Octel Comm. Corp. ARIA 250, 614 Division Street, Port Orchard, WA.**

Authorized Ports: 40  
Installed Ports: 40  
Used Ports: 40

## **Attachment B Critical Equipment Description**

Kitsap County must establish its priority in restoration services with the selected vendor. A portion of the final negotiated agreement must contain verbiage which identifies Kitsap County's voice networks restoration order with regards to other customers serviced by the selected vendor.

### **Emergency status is given to outages involving:**

PBX CPU's, Power Distribution, Battery Backup  
Trunking components, PRI, DSS, 800 Service  
Network components  
Module or Loop level components power or dial tone  
Voice Messaging CPU, storage, power, or interface equipment

### **Sites in Priority Order**

The County Courthouse, Port Orchard is the hub of the network and is the most critical site, providing connectivity to other PBX sites, Mini Carrier Remote sites, and Line Side T1 sites, a campus of 6 buildings including the County Jail, long distance services, and connectivity to cellular services, trunking and centralized Voice Messaging Services. This is a 24 X 7 location.

The Norm Dicks Government Center which supports the Kitsap County Health Department is also a critical site as it supports a large population who provides important public services.

The Public Works Annex (PWANX) is also a critical site serviced with an Option 11C.

Kitsap County Juvenile Center is a juvenile detention facility with 24 X 7 services.

### **Important Note:**

Prioritization is listed here ONLY in the case of multiple simultaneous incidents occurring. ANY of the above criteria separately is cause for an emergency response.

## **Attachment C Repair and Escalation Guidelines**

Response to any situation designated as an emergency per the criteria in Attachment B shall follow this order:

1. Technician remotely access system, if possible to identify and correct the problem.
2. County Notified within 2 hours of receiving a trouble notification.
3. Technician on site within 2 hours of dispatch receiving a call.
4. Service Manager notified by Technician and contacts the County within 4 hours of dispatch receiving a call.
5. Branch or Regional Service Manager notified by Service Manager and contacts the County within 24 hours of dispatch receiving a call.
6. Coordination between Carrier and Maintenance Technician reported to the County on an hourly basis if applicable.
7. Status updates to County on an hourly basis by technician or maintenance provider designate.

### **Kitsap County Voice Network Contacts:**

Voice, Video & Infrastructure SE

George Geyer  
Office: 360-337-4404  
Cell: 360-265-4925

CNS Help Desk Supervisor

Ken Sollie  
Office: 360-337-4497  
Cell 360-365-9945

### **Kitsap County Management Level Contacts:**

I.S. Communications & Network Services Manager

Ed Sherman  
Office: 360-337-4401  
Cell: 360-473-4361

I.S. Department Director

Bud Harris  
Office: 360-337-4405

## **Attachment D**

### **Kitsap County Work Schedule**

Work shall be performed during the County's regular working hours (between 8:00 a.m. and 4:30 p.m. Monday through Friday, excluding County holidays), unless prior arrangements are approved by the County or in the event of an emergency exists. The County would expect the bidder to accommodate some off hours work to reduce disruption to the customers. Call Center hours are 7:30 a.m. to 4:30 p.m. and the call centers may not be disrupted during this time frame.

Kitsap County holidays consist of:

- New Years Day
- Martin Luther King Birthday (Observed)
- Presidents' Day (Observed)
- Memorial Day (Observed)
- Independence Day
- Labor Day (Observed)
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

## **Attachment E**

### **System Maintenance Requirements**

1. Quarterly System Backups
2. Quarterly Performance Meetings
3. Quarterly Preventative Maintenance

#### PM Roster:

- 3.1. Perform a modem and TTY test, LD 37 – STAT
- 3.2. Perform trunk testing
- 3.3. Check all T1s, LD 60 - STAT, LCNT, SSCK 0
- 3.4. Test all trunks - LD 36 -LDID c r
- 3.5. Login to main phone - TRK I u
- 3.6. Perform a UPS and Battery inspection
- 3.7. Update all printouts in the Switch Book
- 3.8. Print, Date and Post in switch book CFN, CDB, RDB, LTM
- 3.9. Update the bay face drawings for the switch book
- 3.10. Perform a backup on the PBX - LD 43 – EDD
- 3.11. Perform a backup on the Voice Mail
- 3.12. Perform a complete system backup on the SECC after hours
- 3.13. Check the switch room environment
- 3.14. Provide the customer with a current escalation list

#### In addition to Quarterly PMs, techs are required to:

- 3.15. Check printouts for unusual messages - LD 22 - PRT, AHST
- 3.16. Check and set Date and Time - LD 2 - TTAD, STAD
- 3.17. Test DTRs - LD 34 - DTR c
- 3.18. Check for disabled TDS units - LD 34 STAD
- 3.19. STAT Conference Loops - LD 38 - STAT loop
- 3.20. Clear any alarms - LD 35 - CMIN ALL, CMAJ
- 3.21. Check System Ground
- 3.22. Check cards for retainers locked

## Attachment F Request for Proposal Schedule

Kitsap County’s tentative schedule of activities for this RFP is shown in the table below and is subject to change at the sole discretion of the County.

Activity	Time	Dates	
		From	Through
Request for Proposal Released	11:00 a.m.	19 April 2010	19 April 2010
Deadline for Questions to RFP	12:00 noon	11 May 2010	11 May 2010
Proposal Due Date – Bid Opening	3:00 p.m.	2 June 2010	2 June 2010
Proposal Evaluations		3 June 2010	18 June 2010
Contract Negotiations (as required)		23 June 2010	30 June 2010
Bid Award (Subject to Change)		15 July 2010	15 July 2010

### FINAL DATE FOR REQUEST FOR CLARIFICATION

The **final date** for a request to be accepted for a clarification on any Specification or Requirement of the RFP is **Tuesday, 11 May, 2010 at 12:00 noon**. Any request received after this date and time will **NOT** be acknowledged with a response.

## Attachment G System Upgrade Proposal Outline

### Kitsap County Courthouse Option 81C (CS1000):

To RIs 6.0 or current Upgrade to CS1000 E	Version: 2621 Release: 4 Issue: 00 T+	Rack Mount New Add SIP Lic. Dual power supply	Central System Mngt Positioned for IP sets
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### Fairgrounds Pavilion Option 11

To RIs 6.0 or current Upgrade to Survivable	Call Server / Main Cabinet  Version 2121 Release: 3 Issue: 00 +	New MGC  New CPPM Software & Lic.	Keep all existing sets  Positioned for IP sets No cable changes
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### Norm Dicks Government Center Option 11

To RIs 6.0 or current Upgrade to Survivable	Call Server / Main Cabinet  Version 2121 Release: 3 Issue: 00 +	New MGC  New CPPM Software & Lic.	Keep all existing sets  Positioned for IP sets No cable changes
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### Public Works Annex Option 11

To RIs 6.0 or current Upgrade to Survivable	Call Server / Main Cabinet  Version 2121 Release: 3 Issue: 00 +	New MGC  New CPPM Software & Lic.	Keep all existing sets  Positioned for IP sets No cable changes
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### Work Source Kitsap Option 11

To RIs 6.0 or current Upgrade to Survivable	Call Server / Main Cabinet  Version 2121 Release: 5 Issue: 50 J	New MGC  New CPPM Software & Lic.	Keep all existing sets  Positioned for IP sets No cable changes
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### Kitsap Consolidated Housing Authority Option 11

To RIs 6.0 or current Upgrade to Survivable	Main Cabinet  Version 2111 Release: 25 Issue: 30	New MGC  New CPPM Software & Lic.	Keep all existing sets  Positioned for IP sets No cable changes
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PSWV Version: 54

