



**REQUEST FOR PROPOSALS (RFP):  
TELECOMMUNICATIONS SYSTEM REPLACEMENT  
RFP NO. 2022-0052-01**

**NOTE:** *If you download this RFP from the County website located at <http://www.co.cowlitz.wa.us/bids.aspx> you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/County answers.*

**PROJECT TITLE: TELECOMMUNICATIONS SYSTEM REPLACEMENT**

**PROPOSAL DUE DATE: Tuesday, January 3, 2023, prior to 11:00 A.M. Pacific Standard Time or Pacific Daylight Time, Kelso, Washington, USA.**

Faxed or E-mailed bids will not be accepted.

**ESTIMATED TIME PERIOD FOR CONTRACT: March 1, 2023 – February 29, 2028**

The County reserves the right to extend the contract for up one (1) additional five-year period at the sole discretion of the County.

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

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## **I. INTRODUCTION**

### **PURPOSE**

Cowlitz County invites qualified vendors or individuals to submit proposals to replace the existing Avaya telecommunications system with a new comprehensive Voice over Internet Protocol (“VoIP”) solution that blends system reliability, redundancy, and future scalability. The intent is to acquire an on-premise, hybrid, or hosted system.

This RFP is for products and services, including project management and implementation of a new system, including migration from the existing system, deployment of new devices, training, and five years of hardware/software maintenance and customer support. The proposal shall include all associated licensing, maintenance, and support costs for a five-year period. The County would prefer an option to extend for another five years. The County is not soliciting proposals for consulting services only and intends to award one contract to provide the services described in this RFP.

### **BACKGROUND**

The County’s current phone system dates back to 2009. The phones and hardware associated with the system are at end of life and in need of being replaced. The system is currently supported by staff from the Information Technology Department and our current support vendor. The decision to issue an RFP was made to allow the County to evaluate current phone systems on the market so the County can find the system that best fits its needs. Those findings formed the basis for the RFP requirements.

The County’s Avaya phone system receives three T1 PRIs. The County has a 1Gb internet connection. The County currently has 18 campuses, the majority of which are connected via fiber with Single Mode connection. A complete hardware inventory is available upon request. For a summary of the current state of the County phone system, please see Attachment B attached hereto and incorporated herein.

The County’s core switches are Cisco 3850’s. The network is comprised mostly of Cisco Meraki equipment. The following platforms are currently in use or will be deployed soon:

1. All network equipment at the County supports QoS and PoE.
2. Wireless – Cisco Meraki AP’s at most County locations.

Please note that the County recently implemented Microsoft Office365, and responses should include potential integrations, such as Teams and other Microsoft collaboration platforms.

Other County technologies and standards that should be considered in proposed designs:

1. Windows Servers
2. Server OS’s managed by the County require patching, monitoring, and antivirus
3. Windows 2012R2 Active Directory
4. Windows Operating Systems 2010 and 2011
5. Microsoft Office365 – G3 GCC licenses
6. Server Virtualization – VMWare
7. Physical servers - Dell
8. SQL databases
9. Central SNMP System Monitoring console

### **PROJECT GOALS AND SUCCESS MEASURES**

A new telecommunications system for the County should be a comprehensive VoIP telephony solution that blends technologies into a reliable and manageable system that will scale to meet the County’s

evolving communication needs and ensure system stability.

The system will meet security and compliance requirements as well as provide features to support County staff communication needs. The vendor selected will design, install, migrate from the old system to the new, and provide ongoing hardware/software maintenance and customer support for a VoIP telecommunications system.

The timeline for this Project is to have all locations migrated preferably by July 1, 2023. If the timeline proves impractical, the County is interested in temporary or staged strategies to ensure continued phone coverage for all County locations, allowing more time for structured migration.

The Project will be considered successful if the following Project goals are met:

1. Full implementation of new system by July 1, 2023.
2. Employees will be involved in a needs assessment by the vendor to determine that the right system solutions and hardware are chosen.
3. All current phone and fax numbers have been moved from existing system to new system.
4. Employees have all resources to properly use the new system; system and hardware should be intuitive and self-service centric.
5. Ongoing support and maintenance are in place at the end of the deployment/system implementation phase.
6. Information Technology and Purchasing staff will be successfully trained and a management and maintenance plan has been implemented.

#### **SCOPE OF WORK**

The chosen vendor will provide and implement a VoIP telephony solution for the County. That implementation should include the following:

1. Project Kickoff and Identification of Stakeholders.
2. Discovery to ensure the needs of County staff are met.
3. IP-based Voice Capabilities
4. Reliability and System Longevity
5. System Redundancy
6. System Administration
7. Support and Service Capabilities
8. Scalability
9. Training, usage plan, and configuration for departmental billing.
10. Migration plan from existing telephony system.
11. Migration of existing incoming lines.
12. Porting DID to Cowlitz911 and assist with seamless transition of active DID and extensions.
13. Recommendations for including panic alarms within the phone system.
14. Installation plan and support for all hardware/software.
15. Proposal of physical server and/or cloud services. The County has an existing VMware virtual environment. Proposed virtual servers may be integrated into the existing environment to be determined during the project planning stage.
16. Outline and propose solution to implement Session Initiation Protocol (SIP). This would replace the County PRI (T1) trunks from the Telco.
17. Configuration of E911 regulatory requirements and Alerting System.
18. As needed ability to transcript voicemails.
19. Criminal Justice Information Services (CJIS) certified vendor.
20. Proposal of HIPAA-compliant faxing and eFax solutions.
21. Product solutions for physical/cordless phones, wireless phones, fax machines, hearing assist equipment, speed dial configuration, user headsets, and analog phone line replacement.
22. Integration with Microsoft Office365 products such as Teams.

23. County staff will handle removal and disposal of all unused legacy equipment.

Additional work products provided by the chosen vendor shall include, but not be limited to the following:

1. Implementation and Deployment Plan

The vendor shall work with County staff to develop an implementation plan and schedule for successful implementation of the system, and deployment of new software/hardware. The plan shall cover the entire implementation process, including but not limited to detailed requirements, configuration, testing, documentation, training, and “going live.” The implementation plan shall include a timeline, roles and responsibilities, staffing plan, training, and a listing of resource requirements from the County.

2. Training Plan

The vendor shall be responsible for providing initial training to select County staff to ensure an understanding of system capabilities and functionality before final implementation and deployment are scheduled and configuration activities are complete. The County reserves the right to ask the vendor for detailed training information, such as the length of the courses offered, training format, recommended maximum number of attendees, agenda, intended audience, method and time required, and copies of all training materials necessary for the vendor-conducted training. The County retains the right to reproduce training materials for internal training, refresher courses, or for sessions for new staff following implementation. This applies to the system at deployment as well as subsequent system updates that may require training on new capabilities.

Further specifics of all above items shall be negotiated through the contracting process between the County and the selected vendor.

**PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about **March 1, 2023**, and to end on **February 29, 2028**. Amendments extending the period of performance, if any, shall be at the sole discretion of the County. The County reserves the right to extend the contract for one (1) additional five-year period.

**CONTRACTING WITH FORMER WASHINGTON PUBLIC EMPLOYEES**

Washington State Department of Retirement System reporting requirements apply to public entities contracting with former Washington public employees pursuant to WAC 415-02-110, DRS Email 13-011 and DRS Email 09-001. Proposers should familiarize themselves with these reporting requirements to the County before submitting a proposal that includes former public employees. Information regarding these requirements can be found on the WA Department of Retirement System’s Independent Contractor Verification and State Retirement Status Reporting Form located on the last page of this document.

**DEFINITIONS**

Definitions for the purposes of this RFP include:

**County** – Cowlitz is the County in the state of Washington that is issuing this RFP.

**Apparent Successful Contractor** – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Consultant**– Individual or company interested in the RFP and that may or does submit a proposal in order

to attain a contract with the County.

**Contractor** – Individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or company that submits a proposal in order to attain a contract with the County.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**ADA**

The COUNTY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## II. GENERAL INFORMATION FOR CONSULTANTS

### RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the County for this procurement. All communication between the Consultant and the County upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Ashley Claussen
E-mail Address	<a href="mailto:claussena@cowlitzwa.gov">claussena@cowlitzwa.gov</a>
Mailing Address	1600 13 <sup>th</sup> Ave. S., Kelso, WA 98626
Phone Number	360-577-3030 ext. #6856

Any other communication will be considered unofficial and non-binding on the County. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

### ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 22, 2022
Question & answer period ends	December 6, 2022
Issue last addendum to RFP	December 9, 2022
Proposals due	January 3, 2023
Evaluation of proposals complete	January 20, 2023
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	January 24, 2023
Begin contract work	March 1, 2023

The County reserves the right to revise the above schedule.

### SUBMISSION OF PROPOSALS

Proposers are required to submit **two (2)** copies of their proposal. **One (1)** copy must have original signatures and **one (1)** copy can have photocopied signatures. **Two (2)** electronic copies (CD or flash drive) must also be included. The proposal, whether mailed or hand delivered, must arrive at the COUNTY no later than **11:00 AM**, Pacific Standard Time or Pacific Daylight Time on January 3, 2023.

The proposal is to be sent the address noted below. The envelope should be clearly marked:

**Attn: Clerk of the Board**  
**Telecommunications System Replacement**  
**RFP No. 2022-0052-01**  
**207 N. 4<sup>th</sup> Ave. Room 305**  
**Kelso, WA 98626**

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned.

#### **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the County, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the County will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the County will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the County shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

#### **REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on <http://www.co.cowlitz.wa.us/bids.aspx>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. If you downloaded this RFP from the COUNTY website you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

The County also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

#### **MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

Cowlitz County encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

#### **ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by COUNTY from the due date for receipt of proposals.

#### **RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The County also reserves the right at its sole discretion to waive minor administrative irregularities.

#### **MOST FAVORABLE TERMS**

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The County does reserve the right to contact a Consultant for clarification of its proposal. The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

#### **CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the County's standard personal services contract and in accordance with the general terms and conditions therein, attached as Attachment E. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit proposed exceptions as allowed in the Certifications and Assurances form, Attachment A to this solicitation. All exceptions to the contract terms and conditions must be submitted by Consultant on Attachment A - Certifications and Assurances form, or the standard contract shall be deemed accepted, as attached. **The County will review requested exceptions and accept or reject the same at its sole discretion in awarding the contract.**

#### **COSTS TO PROPOSE**

The County will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

#### **NO OBLIGATION TO CONTRACT**

This RFP does not obligate the County to contract for services specified herein.

#### **REJECTION OF PROPOSALS**

The County reserves the right at its sole discretion to reject any and all proposals received without penalty

and not to issue a contract as a result of this RFP.

**COMMITMENT OF FUNDS**

The Board of County Commissioners or duly elected official are the only individual(s) who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**ELECTRONIC PAYMENT**

Cowlitz County prefers to utilize electronic payment such as EFT, ACH or the County P-Card in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment methods.

**INSURANCE COVERAGE**

The Contractor is to furnish the County with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the County within fifteen (15) days of the contract effective date.

The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY: Bodily injury, including death. Property damage	\$1,000,000 \$2,000,000	per occurrence aggregate
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$1,000,000 \$2,000,000	per occurrence aggregate
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles Bodily injury, liability, including death Property damage liability	\$1,000,000 \$1,000,000	per occurrence per occurrence

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory.

Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre- loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. [This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.]

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz County Administrative Svc., 207 4th Ave. N., Kelso, WA 98626. This Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The County will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### III. PROPOSAL CONTENTS

#### **HARD COPY REQUIREMENTS**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

To be considered complete, a proposal shall include the following:

1. Letter of Submittal
2. Statement of Qualifications
3. Product Description
4. Project Approach, Implementation & Training
5. Support & Maintenance
6. Completed [Certifications and Assurances](#)
7. Completed Functional Requirements
8. Completed Cost Schedule

Additional guidelines for items 1 through 5 are below. Items 6 through 8 are included as Attachments to the RFP and must be completed and included as part of the proposal.

#### **LETTER OF SUBMITTAL (MANDATORY)**

All proposals must include a cover letter addressed to the County signed by a duly constituted official legally authorized to bind the Proposer to both its proposal and cost schedule. The cover letter may briefly summarize the key provisions of the proposal. The cover letter must include the name, address, and telephone number of the Proposer, and the name, title, address, email address, and telephone number of the person authorized to represent the Proposer and to whom the County should direct correspondence.

#### **STATEMENT OF QUALIFICATIONS (SCORED)**

Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the County rather than describing the general experience and qualifications of the firm. The County will not consider promotional literature of a general nature. The focus should be on recent and local project experience that is relevant to the Scope of Work outlined in this RFP. Include the following information:

##### Qualifications of the Firm

1. Describe the firm's capabilities and experience.
2. List firm experience working with similar projects.
3. Describe how your company is legally qualified in the State of Washington to perform the work requested.
4. Describe any current, pending or past litigation (within the last 10 years) to which the firm has been, is, or is expected to be a party.
5. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past

- five years, so indicate.
6. If the Proposer's staff or subcontractor's staff was a public employee within the state of Washington during the past 24 months, or is currently a Washington public employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
  7. If applicable, include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For more information visit: <http://www.omwbe.wa.gov>.

*Project Manager and Key Personnel Qualifications*

The project manager is the person who will be assigned by the Proposer to provide day-to-day management of this Project.

1. List the qualifications of the project manager who will work on this Project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience with work relevant to the Scope of Work of this RFP.
2. Provide three (3) client references who have worked with the project manager.
3. Describe the experience of the project manager, particularly with similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role.
4. Provide information about the qualifications and experience of key personnel.
5. Describe the experience of the project manager working with the key personnel.

**PRODUCT DESCRIPTION (SCORED)**

Proposals must include the following items. If your firm is unable to provide any of the requested items, please identify which ones and why your firm is unable to provide. If what your firm normally provides varies from what is requested, please explain how and why.

*Infrastructure*

The County generally prefers to logically separate all voice and data traffic traveling across the network. This should be accomplished following general networking best practices.

1. **Infrastructure Design**
  - a. Provide a site diagram of the proposed solution, including rack space and power requirements for gear outlined in Section 1.
  - b. Provide proposed solution to logically separate voice and data traffic traveling across the network.
  - c. Provide servers build requirements.
  - d. Preference is for all servers to be virtual environment if possible; during project planning it will be determined if the virtual server will be integrated into the County's VMWare environment or not.
  - e. Windows server licenses will be supplied by the County.
2. **Scalability**  
Describe the ability of this system to expand to a new location including VoIP system licensing and hardware/network requirements.
3. **Availability**  
Describe core system that will guarantee system operation during core maintenance and upgrades. The core system should ensure:
  - a. No single point of failure for core services/systems is allowed.
  - b. Branch (local) survivability. Major locations must be able to call internally (between floors, etc.) in the event of losing their connection.

4. **Recoverability**
  - a. Describe the ability to restore the system to an operational state if the core system in the Administration building data center is unavailable.
  - b. Propose a core system backup solution to include either on-premises or in the cloud if available.
5. **Infrastructure Monitoring, Alerting, Troubleshooting, and Support**
  - a. Describe system alarms and call-home ability during system events (include protocols used).
  - b. Describe how the system monitors VoIP Quality of Service and/or network issues like latency, jitter, and packet loss.
  - c. Describe how the system would integrate with the County's NMS (Open NMS/Horizon).
6. **Infrastructure Security**
  - a. Describe encryption used for voice transmissions.
  - b. Describe data storage for VoIP-related data. (Example: voice recordings or electronic faxes.)
  - c. Describe how data is to be formatted (e.g., to industry standard or proprietary format).
  - d. At a high level, describe least privileged access (security boundaries) between traditional network/server administrations. (Example: is platform AD-integrated?)
  - e. Describe change logging and alerting for privileged account access within the VoIP system (who did what).
  - f. Describe how the system will be able to provide soft phone functions on Smart phones (iPhone and Android) with or without the use of a VPN connection.
7. **Performance**
  - a. Describe performance metrics reporting available within the system.
  - b. Describe the system's ability to set and alert on performance thresholds.
  - c. Describe what performance tuning options are available within the system.

Compliance and Security

The County adheres to standards and practices for protected data with the most notable being HIPAA.

1. Describe auditing and logging capabilities of administrative actions.
2. Describe the ability to segregate users into groups with different permissions.
3. Describe how voicemails are secured, stored, and retrieved.
4. County standards include AV and monthly server patching. Describe any concerns.

Phone Types and Descriptions

The County would prefer to primarily standardize on one model of phone for most staff. The County also has a need for basic courtesy phones, and conference phones.

1. Provide descriptions of 'Basic' and 'Advanced' desk phones.
2. Provide descriptions for courtesy phones, including the models available. These phones require the following features:
  - a. Ability to block long distance calls.
  - b. Ability to program auto dialing of a specific line when the handset is picked up or the button is pushed.
  - c. Wall phones, desk phones, wireless phones, and hearing assisting phones
  - d. Elevator, alarm, and alerting system lines are specifically excluded from migrating to a new VoIP system.
3. Provide descriptions of units for small, medium, and large conference rooms, including a list of features for each. These phones require the following features:
  - a. Ability to extend with additional microphones for larger conference rooms.
  - b. Wireless considered in some situations.
  - c. Integration with Microsoft Teams, Zoom or similar service.

### Reporting & Call Accounting

The capability to run reports on a system wide, auto attendant, department, or individual level are important to the County, including Call Accounting.

1. Describe the Call Accounting capabilities of your reporting system.
2. Describe the reporting capabilities system wide.
3. Describe the reporting capabilities for auto attendant system.
4. Describe the reporting capabilities to break down data by extension, hunt group, call center, DID, etc.
5. Describe any additional functionality of your reporting system.
6. Describe the reporting capabilities to provide hourly, daily, weekly, and monthly reports.
7. Describe the reporting capabilities to provide one year reporting data.
8. Describe what is monitored for trouble or failure, including notification options.

### Faxing

1. Describe the ability to send and receive digital faxes with a new system in compliance to privacy laws such as HIPPA. In addition, please include an option for a fax server system to replace existing fax machines and eliminate the need for analog lines. Cost will be kept separate on the cost proposal by identifying this as an optional feature.

### **PRODUCT APPROACH, IMPLEMENTATION & TRAINING (SCORED)**

Project approach is very important to the County as the chosen vendor will need to be a partner that will work with the County not only through project planning and implementation, but also ongoing support and maintenance.

1. Describe how you would implement a new VoIP phone system for Cowlitz County. Include what system would be deployed and why. Provide a detailed explanation of the approach to work, techniques you would expect to use, and the use of key personnel. Please specifically address the milestones and work products described in Background and Scope of Work (Section I) of this RFP. Your response should include an explanation of any modification of the work items and the scope of the work.
2. Describe how your solution would address the goals and desired outcomes outlined in the Background and Scope of Work (Section I).
3. Describe how you would use County personnel, if at all, to assist during the Project, and indicate the roles and approximate number of hours.
4. Describe the projected workload of the project manager, key personnel, and subcontractors, and demonstrate their availability to provide the services requested in this RFP in a timely manner.
5. Describe your approach to the overall management and integration of all activities required by the Background and Scope of Work (Section I), including quality assurance, responsibility, and cost control.
6. Provide a list and proposed timeline of all major implementation milestones/events as outlined in the Background and Scope of Work (Section I) and any other milestones/events needed to complete the work.
7. Describe your approach to requirements gathering.
8. Describe how you would approach customizations to the standard system.
9. Describe your plan to minimize system outages during working hours.
10. Describe training provided for end users for base phone functions.
11. Describe training provided for users on advanced features.
12. Describe training provided for users and technology staff who will administer the system.
13. Describe any training options available after implementation for new employees.
14. Describe system documentation provided to users and technical staff who will administer and maintain the system.

**SUPPORT & MAINTENANCE (SCORED)**

The County will be looking at vendors and systems that incorporate ongoing support and maintenance into their proposal.

1. Describe your approach to ongoing system support and maintenance.
2. Describe the support and maintenance model included with this proposal.
3. Describe whether the proposed solution includes onsite or remote support.
4. Describe how vendor would typically provide remote support for the system.
5. Describe your definition of emergency support and the corresponding SLA.
6. Describe how you assign Technical Area Manager/Accounts Managers.
7. Describe software upgrade and/or patch release cycle.
8. Describe the process for adding locations for new service.
9. Briefly describe the process to replace an extension with a new or upgraded phone.
10. Describe how the system can grow with the County as new technology is integrated.

#### **IV. EVALUATION AND CONTRACT AWARD**

##### **EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the County, which will determine the ranking of the proposals.

County, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

##### **EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications	15 points
Product Description	25 points
Approach, Implementation & Training	25 points
Support and Maintenance	15 points
Functional Requirements	25 points
Cost Schedule	20 points
<b>TOTAL</b>	<b>125 POINTS</b>

County reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of the COUNTY.

##### **ORAL PRESENTATIONS (MAY BE REQUIRED)**

The County may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the County will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation will determine the apparent successful contractor OR

The scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor.

##### **NOTIFICATION TO PROPOSERS**

The County will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

##### **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP

Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Kelso, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- A. Evaluation and scoring of the firm's proposal;
- B. Critique of the proposal based on the evaluation;
- C. Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

### **PROTEST PROCEDURE**

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, at **312 SW 1<sup>st</sup> Ave Kelso, WA 98626** on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A. A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- B. Errors in computing the score;
- C. Non-compliance with procedures described in the procurement document or County policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COUNTY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the County. The County Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- A. Find the protest lacking in merit and uphold the County's action; or

- B. Find only technical or harmless errors in the County's acquisition process and determine the County to be in substantial compliance and reject the protest; or
- C. Find merit in the protest and provide the County options which may include:
  - a. Correct the errors and re-evaluate all proposals, and/or
  - b. Reissue the solicitation document and begin a new process, or
  - c. Make other findings and determine other courses of action as appropriate.

If the County determines that the protest is without merit, the County will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**V. ATTACHMENTS**

1. ATTACHMENT A – CERTIFICATIONS AND ASSURANCES
2. ATTACHMENT B – FUNCTIONAL REQUIREMENTS
3. ATTACHMENT C – COST SCHEDULE
4. ATTACHMENT D – CURRENT COUNTY TECHNOLOGY
5. ATTACHMENT E - COWLITZ COUNTY REQUEST FOR PROPOSALS #2021-0017-01 TELECOMMUNICATIONS SYSTEM REPLACEMENT ISSUED NOVEMBER 24, 2021; ADDENDUM #2 ISSUED DECEMBER 17, 2021
6. ATTACHMENT F – SAMPLE PERSONAL SERVICES AGREEMENT

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

7. I/we declare that all answers and statements made in the proposal are true and correct.
8. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
9. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the COUNTY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
10. I/we understand that the COUNTY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the COUNTY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
11. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
12. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
13. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
14. I/we grant the COUNTY the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
15. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) are / are not submitting proposed Contract exceptions. (See CONTRACT AND GENERAL TERMS AND CONDITIONS.) If Contract exceptions are being submitted, I/we have attached them to this form. On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement.

---

Signature of Proposer

---

Title

---

Date

### FUNCTIONAL REQUIREMENTS

This attachment lists Cowlitz County's functional requirements. Though the term "requirements" is used here, the County understands that some compromises may need to be made in order to select the product that will best meet our needs.

Please indicate the availability of the following system/phone features using the selections below:

**Yes** – the system currently meets this requirement and is included with the standard program at no additional cost.

**Add On** – the system currently meets this requirement with an add-on-module that is fully integrated. Provide a description and cost in the comments section.

**Under Development** – provide a description, anticipated release date, and projected cost if possible. With modification - to meet this specification or the system provides this functionality in a different way. Provide a description and any additional costs in the comments section.

**Customizable** – this can be accomplished through customized services. Please provide a not to exceed cost.

**No** – product does not meet and has no plans to meet this requirement

\*If additional room is needed for comments or explanations, please use additional pages and reference the Req # to relate your responses to the listed items.

Req #	Requirement	Response	Comments
<b>B-1 System and Phone Features</b>			
B-1.1	Ability to program hold music/message by department, Hunt Group, or extension.		
B-1.2	Hunt/Answer Group – the ability to ring multiple extensions. Each department may have multiple hunt/answer groups.		
B-1.3	Front Desk – a hub for all calls to be routed throughout the system. Ability to pull and send calls, full integration into directory.		
B-1.4	Ability to tag an extension for reporting and billing purposes.		
B-1.5	Programmable Auto-attendants.		
B-1.6	Integrated Corporate Directory (please describe).		
B-1.7	Enhanced 911 address		
B-1.8	4-digit dialing		
B-1.9	Emergency Calls – ability to display address of physical phone location to 911.		
B-1.10	Ability for users to 'self-serve' where possible.		
B-1.11	Conference Bridge. Ability for users to reserve and confirm reservation.		
B-1.12	Call Integration with Tele-conference products.		

B-1.13	Integration with Office 365.		
B-1.14	Ability to integrate with Microsoft Active Directory Address List and SSO.		
B-1.15	Softphone (in the comments describe the install process for software and any licensing costs).		
B-1.16	Ability to click to dial number in Microsoft Outlook.		
B-1.17	Ability to control call functions from PC softphone.		
B-1.18	Ability to display the County extension to call incoming or outgoing callers when using softphone application on a mobile device.		
B-1.19	Ability to display name of caller from personal address book (e.g., County owned cell phones).		
B-1.20	Redial		
B-1.21	Mute		
B-1.22	Call Hold		
B-1.23	Call Waiting		
B-1.24	Transfer, with the ability to announce to the transferee prior to transferring.		
B-1.25	Call Forward All, Busy, No Answer		
B-1.26	Speed dial		
B-1.27	Caller ID		
B-1.28	Voicemail w/PIN		
B-1.29	Ability for the user to set outgoing message, including temporary out of office message.		
B-1.30	Time, Date, extension/number of caller		
B-1.31	Save, delete, forward		
B-1.32	Vmail to email (Outlook/Exchange Online/Office 365)		
B-1.33	Ability to retrieve vmail remotely		
B-1.34	Ability to choose to send a call to vmail based on displayed number.		
B-1.35	Failover for Extensions		
B-1.36	On Demand Call Recording		
B-1.37	Do Not Disturb		
B-1.38	Extension monitoring - view the on or off presence of another line. (e.g., Director and Executive Admin).		
B-1.39	Multiple incoming lines		

B-1.40	Paging through desk phones, or visual alerts.		
B-1.41	Follow me – simultaneous ringing to designated County cell phone		
B-1.42	System health monitoring and notifications		
<b>B-2 Auto Attendant System</b>			
B-2.1	Ability for easy user changes to system.		
B-2.2	Ability to setup different options based on holiday and/or after hours schedule.		
B-2.3	Ability to customize recordings for options.		
B-2.4	Caller can choose to leave a voicemail based on key press.		
B-2.5	Displays the caller ID.		
B-2.6	Reporting on call volume by hour, day, week, and month.		
B-2.7	Reporting on key press by hour, day, week, and month.		
B-2.8	Report info retained for up to one year.		
B-2.9	Reporting on call details by department.		
B-2.10	Automated reports.		
<b>B-3 Optional Features</b>			
B-3.1	Voice to text for voicemail.		
B-3.2	Wireless/cordless handsets for IP Desk phones.		
B-3.3	Call monitoring.		
B-3.4	Ability to record calls to desk phone.		

**COST SCHEDULE**

In the following section, please provide your estimate for each line item. Add lines as needed. If the response form does not exactly fit your pricing method, contact one of the people listed in the RFP to discuss submittal options.

Estimated level of effort and hours is used for comparison purposes and does not limit the actual level of effort by the selected Proposer to complete all work under a lump sum or guaranteed maximum price contract.

**Project Summary Costs**

	Description	No. of Hours	Cost Per Hour	Total Cost	Comments
1.	Project management				
2.	Product consulting and needs assessment				
3.	Programming and product customization				
4.	General configuration support				
5.	Migration and deployment of hardware				
6.	Training				
7.	Removal and disposal of old equipment				

**License Costs – 1st year and Ongoing**

Year	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comments
1				
2				
3				
4				
5				

**Maintenance Costs – 1st year and Ongoing**

Year	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comments
1				
2				
3				
4				
5				

**Phone Costs – add additional items**

	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comments
1.	Standard IP Desk Phone			
2.	IP Switchboard Phone			
3.	Advanced IP Desk Phone			
4.	Courtesy Phones			
5.	Conference Phones – small, medium, large			
6.	Auto Attendant System			

**Infrastructure Hardware Costs** – please list any anticipated hardware needs and associated costs as outlined in site diagram

	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comments
1.				
2.				
3.				
4.				
5.				

**Travel**

	Expense	No. of Trips	No. of Employees	Cost Per Employee	Total Cost	Comments
1.	Transportation					
2.	Lodging					
3.	Meals					
4.	Local Transportation					
5.	Other / Miscellaneous					

**System Customization Costs**

	Description	No. of Hours	Cost Per Hour	Total Cost	Comments
1.					
2.					
3.					

**Special Requests or Broadening Scope of Work**

Additionally, please describe the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP.

**Any Other Anticipated Costs Not Listed Above**

Description	Unit of Measure	Units	Cost per Unit	Total Cost	Comments

**Total estimated cost of the Project, including all items above:** \$ \_\_\_\_\_ .

***Optional hardware or service costs as called out in the RFP requirements (costs of optional items will not be weighted in the review of the cost schedule)***

	Description	Cost Basis (e.g., flat fee, # of users)	Ongoing Cost (if applicable)	Total Cost	Comments
1.	Electronic Faxing				
2.	Headsets – wireless and corded				
3.	Call recording system				
4.	Wireless Handsets for Desk phones				

## CURRENT COUNTY TECHNOLOGY

**The counts in this attachment represent a point in time and are subject to change without notice.**

**Avaya VoIP System:**

- Avaya Aura Communication Manager version 6.3 (VoIP)
- Avaya Communication Manager Messaging (CMM)
- Call Flows (IVR/phone tree menus):
  - Basic (less than 12 programming steps): 75 flows
  - Complex (greater than 12 programming steps): 25 flows
- Announcement Recordings (IVR/phone tree options): 70 minutes / 150 total announcements
- Calero Verasmart integration for Call Accounting purposes.

**Hardware:**

- **14 Media Gateways:** Most locations have their own media gateways configured with a local survivable processor (LSP) for failover along with two POTS lines in the event that the core Communication Manager cannot be reached. 10 of the media gateways are configured to act as a LSP.
  - G350 – 1 total
  - G430 – 10 total
  - G450 – 3 total
- **Phones:**
  - Avaya IP Phones – 9611, 9640 Avaya models
    - Approximately 78 Phones without voicemail
    - Approximately 435 Phones with voicemail
  - Approximately 25 Avaya IP Conference Phones – B189 Avaya model

**Extensions:**

- 514 IP phone extensions
- 68 Analog Extensions
  - 29 Analog phone extensions
  - 21 Analog fax extensions
  - 14 Analog lines (tied to 911's 'Emergency Call Works' FXS/FXO gateways) – allows inbound/outbound calls to/from Dispatch consoles.
  - 4 Analog Doorbell/Intercom/Modem extensions
- 10 SIP extensions used in courtrooms and public hearing rooms

**Circuits/POTS Lines:**

- 3 PRI T1 Circuits with DID's: Used for call routing including local, long distance and 911 routing.
  - Two PRI's with failover at the County Administration building. 309 direct inward dial ("DID") numbers reside on this PRI, 85 of which are assigned/in use.
  - One PRI without failover at the Hall of Justice building. 138 DID's reside on this PRI, 93 of which are assigned/in use.
- 18 POTS lines for failover purposes (failover locations listed in table on next page)

**Breakdown by Location:** Includes the number of extensions per location and whether the site has local failover capability.

Site	Service Address	Extension Total	Failover Location (with LSP)
County Administration Building	207 4 <sup>th</sup> Ave. N.	114	Yes
County Administration Annex	207 4 <sup>th</sup> Ave. N.	6	No
Museum	405 Allen St.	5	No
Public Works Administration	1600 13 <sup>th</sup> Ave. S.	35	Yes
Public Works Central/Spray/Sign Shop	2215 Talley Way	9	No
Public Works Motor Pool	2216 Parrott Way	1	No
County Maintenance Shop	200 SW 1 <sup>st</sup> Ave.	1	No
Hall of Justice	312 SW 1 <sup>st</sup> Ave.	217	Yes
Hall of Justice Training Center / Boathouse (including Work Release)	1942 1 <sup>st</sup> Ave.	2	No
Coroner's Office	206 Washington Street	4	No
WSU Extension	304 Cowlitz Way	7	No
Cowlitz County Corrections / Jail	1935 1st Ave.	46	Yes
Courthouse Square / Drug Court & Corrections	1839 First Ave.	10	Yes
Office of Public Defense (Riverside Suites)	1801 1st Ave., Ste. 1A	21	Yes
Juvenile Probation & Detention	1725 1st Ave.	41	Yes
Child Support	1338 Commerce Ave., Ste. 305	8	Yes
Conference Center	1900 7th Ave.	14	Yes
Landfill	3434 S. Silver Lake Rd.	6	No
Health Dept.	1952 9th Ave.	52	Yes

**COWLITZ COUNTY REQUEST FOR PROPOSALS #2021-0017-01 TELECOMMUNICATIONS SYSTEM REPLACEMENT ISSUED NOVEMBER 24, 2021; ADDENDUM #2 ISSUED DECEMBER 17, 2021**

This Addendum is hereby issued to address changes, modifications, corrections, additions, or clarifications regarding the project named above and modifies the previously issued RFP documents. Respondents shall take this Addendum into consideration when preparing and submitting its proposal.

**QUESTIONS AND ANSWERS**

- 1. The RFP seems to be geared toward replacing the existing on-premise solution with a new on premise solution. Would the county consider fully hosted solutions?**  
The County invites proposals for an on premise, hybrid, or **hosted** system.
- 2. What licenses, or mix of 0365 licenses will be deployed?**  
Microsoft 365 G3 GCC
- 3. Can you please provide the name of the Telco Provider and if the 3 PRI circuits are under an existing contract or term agreement.**  
The three PRI circuits are under an existing term agreement with Lumen (formerly CenturyLink).
- 4. Please provide the complete hardware inventory offered on page 3, paragraph 4 of the RFP.**  
In addition to the hardware listed on Attachment D of the RFP, we have about 200 SBM24 Expansion Modules in use. Our Avaya Sold-To number is 5119963. The County is willing to sign an Avaya CAT request for release of the embedded base installed equipment records.
- 5. Do you have an existing connection to a cloud exchange provider such as Equinix?**  
No.
- 6. Do you have preference of on prem or cloud solution?**  
The County invites proposals for an on premise, hybrid, or **hosted** system.
- 7. We understand the County's existing infrastructure and technology standards as outlined on page 3 of the RFP. Shall responders assume that the County has sufficient existing infrastructure resources to host on premise solutions or should responses include recommended hardware?**  
Responses should include recommended hardware.
- 8. Please describe your use case for call monitoring as requested on page 21 Item B-3.3.**  
We do not currently have a use case. We are interested in this as an available feature.
- 9. For the 18 campuses that are connected via fiber is the connection OM3 multimode, single mode, or something else?**  
Single Mode
- 10. The RFP mentions SIP. Does the county have any data from the current service provider as to how many SIP sessions they need to support for their enterprise?**  
No data from current service provider. SIP only being used for internal purposes at this time.

- 11. We understand the desire to have voicemails transcribed and that there are currently 435 voicemail boxes in the environment. Would all of these voicemail accounts require the optional transcription services?**

No, not all of them. We would like to have the ability to offer this to staff on an as-needed basis.

- 12. RE: Questions B-1.38 and B-1.39 on page 20. Does the county have a preference as to how many line appearances are required on physical phones?**

Three appearances seem to work well for our staff, but we should have the ability to add more as needed.

- 13. Are all staff/knowledge workers/users encompassed within the approximately 435 phones with voicemail identified in the RFP?**

Not all County staff members have a phone with or without voicemail. Some staff use a common phone.

- 14. Will the County be responsible for any tracing or cross connecting of the existing analog endpoints in order to connect them to the new VOIP system?**

Yes.

- 15. Do you have a breakdown of specifics around the existing analog infrastructure? For example, are all analog connections accomplished via punchdown block connections?**

In most cases, there are multiple punchdown blocks involved from the demarc to the current Avaya media gateway and ultimately to the analog device.

- 16. What is the maximum distance of the analog lines from the existing phone switch to the phone itself?**

We currently do not have any distance data.

- 17. What size cable (in AWG) is in use for the analog phones for the inside and/or outside plant?**

23/24 AWG. Currently using Ethernet CAT5/CAT5E/CAT6 for analog cable.

- 18. Are there any overhead speakers or external paging systems integrated with the phone system?**

Yes, there are two:

- Juvenile Facility Intercom System: We have an analog station connected to a Valcom V-9940 Station Level Page Adapter which is then connected to a Bogen TPU-100B 100-watt amplifier and then ultimately connected to overhead speakers throughout the facility.
- Jail Kitchen Loudspeaker: 1 analog loudspeaker (Clarity 55173 SR100 Super Phone Ringer 95dB) connected to an analog extension in the kitchen office.

- 19. Do you have a strategy for headsets?**

No, we currently do not have a strategy for headsets.

**20. Will new infrastructure required for an on premise solution be hosted at the County Administration Building?**

Most likely.

**21. We understand the 18 campuses are all connected via fiber. Can you please elaborate? Are all campuses connected via redundant fiber back to the Hall of Justice and County Administration building? Are campuses interconnected via a hub and spoke or mesh topology? Do you have a diagram depicting this information that you can share?**

We do not have redundant fiber between the Hall of Justice and Administration building. Our topology is a “Hierarchical” Hub and Spoke Network. We do not have a diagram available for public consumption at this time.

**22. There are 19 locations identified and 14 media gateways. Which sites do not have media gateways and will be connected directly via fiber and existing gear?**

See below.

Site	Service Address	Media Gateway Onsite?
County Administration Building	207 4 <sup>th</sup> Ave. N.	Yes (2 Total)
County Administration Annex	207 4 <sup>th</sup> Ave. N.	No
Museum	405 Allen St.	No
Public Works Administration	1600 13 <sup>th</sup> Ave. S.	Yes (1 Total)
Public Works Central/Spray/Sign Shop	2215 Talley Way	No
Public Works Motor Pool	2216 Parrott Way	No
County Maintenance Shop	200 SW 1 <sup>st</sup> Ave.	No
Hall of Justice	312 SW 1 <sup>st</sup> Ave.	Yes (1 Total)
Hall of Justice Training Center / Boathouse (including Work Release)	1942 1 <sup>st</sup> Ave.	No
Coroner’s Office	206 Washington Street	Yes (1 Total)
WSU Extension	304 Cowlitz Way	No
Cowlitz County Corrections / Jail	1935 1st Ave.	Yes (2 total)
Courthouse Square / Drug Court & Corrections	1839 First Ave.	Yes (1 Total)
Office of Public Defense (Riverside Suites)	1801 1st Ave., Ste. 1A	Yes (1 Total)

Juvenile Probation & Detention	1725 1st Ave.	Yes (1 Total)
Child Support	1338 Commerce Ave., Ste. 305	Yes (1 Total)
Conference Center	1900 7th Ave.	Yes (1 Total)
Landfill	3434 S. Silver Lake Rd.	Yes (1 Total – not in use at this time)
Health Dept.	1952 9th Ave.	Yes (1 Total)

**23. Please describe the SIP extensions used in the courtrooms and how they are used today.**

We have one SIP extension in use in our Commissioner’s Hearing Room. It is connected to our BiAmp system running this particular room. There are nine SIP extensions which are assigned to courtrooms. The sip phone connections originate from, and are routed sound-wise through the Tesira, and the call audio is provided to the courtroom speakers, and recorded directly into “For the Record” (FTR).

**24. Would it be acceptable to electronically submit our final response and forego the physical requirements outlined in the RFP?**

No. Proposals shall be submitted as required in the RFP document to be considered responsive.

**25. Would you provide your "Avaya Sold To Number" for your current implementation?**

The County’s Sold-To # is 5119963.

**26. Can you provide an example call flow for both the “basic” and “complex” Call Flows (IVR/Menu Trees)**

Attached at the end of this document are “Basic” and “Complex” examples call flow.

**27. What functionality is meant by “call home?”**

This refers to the monitoring center. For example, if there are failed trunks, hardware or hardware components, please describe the system alarms generated, as well as how the system communicates with the monitoring center during system events. Please include protocols used for notifications & monitoring.

**28. What and who is being recorded currently? If call recording is not in use today, how many end users will need to be recorded? Is it for every call or on demand?**

Currently, the County’s system does not record. Future call recording, if implemented, would most likely be on demand and only available to select stations.

- 29. The County has indicated that Scalability is key component of the system. What type of scalability is required? Future growth and by what percentage? Temporary scalability (i.e. need 25 additional end users during a critical event)?**

The scalability required would be the ability to add end user licenses for future growth, including the ability to temporarily add end user licenses in the event of a critical event as well as additional sites/locations.

- 30. Please provide the Avaya Sold-To associated with each location/address. Will the County sign an Avaya CAT request for release of the embedded base installed equipment records?**

The County's Sold-To # is 5119963. Yes, the County is willing to sign an Avaya CAT request for releasing the equipment records.

- 31. What is the County wanting to monitor with the centralized SNMP Monitoring Station? Health of the system? Gateways? SIP facilities? Please describe.**

The health of the system, including hardware, trunks/trunk groups, gateways, etc.

- 32. What is the current release of the Verasmart application?**

Version 2020 R7, build 268.1.17.5

- 33. Will the County provide VM Servers and a MS-SQL DB for the Telecommunications management system? Will the County provide all vServers for the solution? If any servers require Linux OS, should Bidder furnish?**

If solution requires virtualized servers, County will provide.

- 34. Are you wanting Bidders to protect the County's investment by reusing any of the current system components where possible?**

The County would like to protect its initial investment by reusing current system components wherever possible.

- 35. Does the County own their own PSAP? What PSAP gear does the County use? (i.e SPOK, Motorola, etc.)?**

No.

- 36. Is an on-site notification terminal for the management of 911 calls made by County employees?**

Not at the present time.

- 37. Please clarify what is meant by "enhanced" address.**

Dispatchable location identification to 911 Dispatch when a call is placed from a County phone.

- 38. Call recording option- can you let us know how many users will require this feature and the storage time? Are you looking for on demand or scheduled recordings?**

We would like to be able to make this available to select stations. The storage time would be dependent on recorded information categorization. We would be looking for on demand recording.

- 39. You mention you're a VMware virtual user which the software can be deployed in this**

**manner. Do you have multiple locations set up for VMware for redundancy/resiliency?**

Not at this time.

**40. If a VMware deployment is used the PRI's will be replaced with the same amount call paths totaling 69 with SIP trunks? Assuming also the same paths at two locations for 23 and 46 SIP trunks?**

Replacement of the PRI's with SIP trunks can be a part of any bidder's response and should total at least 69 concurrent call paths (CCP's). Each of our three PRI's have 23 concurrent call paths.

**41. The RFP mentions sites with 2 pots lines each for failover, we count 10 sites with failover. Will you require the same amount of pots lines at the same sites which require additional hardware or utilize the VMware technology and redundancy/resiliency capabilities for failovers?**

We would not require these POTS lines if a bidder's response included another means of failover.

**42. Are the analog ports going to remain or can they be replaced with IP sets, this assumes the County utilizes a Fax server and those analog lines can be deleted as well? If the analog ports remain can we have a breakdown of the number of analog's at each site.**

Many of the analog ports will remain, except where noted below. The County does not utilize a fax server, but we may be able to eliminate some if a bidder's solution provides e-fax capability for our staff. As of the present time, we have the following number of analog stations in use by building:

- Administration Building: 8
- Administration Annex Building: 1
- Child Support: 2
- Conference Center: 1
- Coroner: 1
- Courthouse Square: 1
- Hall of Justice (courthouse): 35 (should be reduced to 17 by June 2022)
- Health: 1
- Jail: 17
- Juvenile: 11
- Office of Public Defense: 1
- Public Works: 1

**43. There are 4 door bells, using analog technology, can you tell us the make and model or are they proprietary to the Avaya? And which sites utilize them.**

There are not 4 door bells, there are 4 stations in use by either a doorbell, loudspeaker (intercom) or modem. We have the following:

- Child Support: 1 doorbell (Valcom PagePac / V-5324004). The setup involves one analog extension and two virtual extensions.
- Jail: 1 analog loudspeaker (Clarity 55173 SR100 Super Phone Ringer 95dB) connected to an analog extension in the kitchen office.
- Juvenile: We have an analog station connected to a Valcom V-9940 Station Level Page Adapter which is then connected to a Bogen TPU-100B 100-watt amplifier and then ultimately connected to overhead speakers throughout the facility.
- Hall of Justice: 1 (temporary) modem connected via an analog station. This will be phased

out sometime between March-June 2022.

**44. The 10 SIP trunks will they remain on the new system for the courtroom?**

The SIP extensions will remain on the new system.

**45. The IP phone replacement are we to match as close as possible to the existing Avaya sets as far as display, fixed and programmable buttons, soft keys etc.?**

Proposed phone replacement should be phones with similar features, including multi-line appearances.

**46. How many users will require softphone, cell phone app, video features?**

At this time, approximately 50 users or less.

**47. Is there a need for audio/web conferencing?**

Unknown at this time.

**48. Based on the RFP the County is looking for a premise based solution?**

The County is open to hosted or on premise proposals.

**49. Under product description 3, a states; No single point of failure for core services/systems is allowed. What exactly do you mean? Can we fail over to cell phones?**

This means that there must be redundancy if proposal includes gateways in different campuses. The gateway should continue to operate without communication to the core system (limited functionality). Failover to cell phones currently not feasible as not all County staff members have a County-issued cell phone.

**50. Would you prefer we bid our own servers running PBX software or would you prefer to run it on your own hardware/VMware environment?**

We are open to vendor-provided servers.

**51. Branch (local) survivability. Major locations must be able to call internally (between floors, etc.) in the event of losing their connection. How many "Major locations" are there?**

All buildings with survivability feature should retain the ability for all internal users of a building to communicate with each other in survivability mode.

**52. Our insurance company tells us it is unusual to require Professional Liability Insurance as we are not acting in a consulting role. Is this a requirement for all vendors?**

The County requests this type of coverage when the contractor has control over design and implementation of a new system.



PERSONAL SERVICES AGREEMENT (SAMPLE)

Contract Number:

THIS AGREEMENT is entered into between COWLITZ COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Cowlitz County") and

Name:

Address:

Phone No:

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A – Scope of Work
Attachment B – Compensation
Attachment C – General Conditions
Attachment D – Special Terms and Conditions and Retirement Status Form (signature required)
Attachment E –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the day of 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the day of . The County reserves the right to extend the contract for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2022.

CONTRACTOR:

\_\_\_\_\_

Print name:

Title:

Date: 20

(Optional for Commissioner Approval)

ATTEST:

\_\_\_\_\_  
Tiffany Ostreim, Clerk of the Board

[2014\_ver. 3]

COWLITZ COUNTY:

\_\_\_\_\_  
Dennis P. Weber, Chairman

\_\_\_\_\_  
Arne Mortensen, Commissioner

\_\_\_\_\_  
John Jabusch, Commissioner

(BOCC approval subject to Board ratification or authorization)

CONTRACT HAS BEEN APPROVED AS TO FORM BY COWLITZ COUNTY PROSECUTING ATTORNEY

**SCOPE OF WORK**

Cowlitz County hereby engages the Contractor to serve as an independent contractor providing \_\_\_\_\_ services to the County on the terms and conditions set forth in this Agreement. The Contractor agrees to complete the services on behalf of Cowlitz County as described below, including the following elements:

In the event the Contractor, or its agents or assigns, are unable to complete their work as scheduled, the contract period and compensation may be adjusted by mutual agreement of the County and Contractor.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of DOLLARS (\$) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than  bi-monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify):

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

**b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

**Position & Location**

**Hourly Rate**

Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify):

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought and; payment amount requested.

In no event shall Contractor be compensated in excess of \_\_\_\_\_ for the completed work set forth in Attachment "A."

**2. AND**

**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

**OR**

**b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

**OR**

**c.** Other (specify) The County, in addition to the compensation herein set forth shall provide to the Contractor the following:

**GENERAL CONDITIONS**

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. To the fullest extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify, defend and hold the County and its appointed and elected officers, agents and employees, and volunteers, harmless from and against any and all claims for any injuries, death or damage to persons or property (including any loss of use resulting therefrom), directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend and hold harmless the County from any claims arising out of or incident to either Contractor's or its Subcontractor's performance or failure to perform the Agreement.

It is further agreed by and between the parties that in no event shall any County appointed or elected officer, agent, employee, or volunteer, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement or performance contained herein, whether express or implied, nor for any statement or representation made herein or in any connection with this Agreement.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, or other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction otherwise applicable, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
  - (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes.

- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Project Manager for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced and Public Disclosure. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work. Except as to data or information in the public domain or previously known to Contractor or required to be disclosed by law, subpoena or other process, the following shall apply:

- (a) Correspondence, emails, reports and other electronic or written work product will be generated between the Contractor and County during the course of this Contract. This Contract and such work product in the possession of Contractor may be deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the County shall be required, upon request, to disclose this Contract and all documents related to it unless an exemption under the Public Records Act or other laws applies. Contractor shall fully cooperate with and

assist the County with respect to any request for public records received by the County related to the services performed under this Contract.

- (b) Should County receive a request for disclosure, County agrees to provide Contractor ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by Contractor to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by Contractor, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure, and further provided that County shall not be liable for any release where notice was provided and Contractor took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Contractor according to the "Notice" provision herein. If the Contractor has not obtained an injunction and served the County with that injunction by the close of business on the tenth business day after the County sent notice, the County will then disclose the record unless it makes an independent determination that the record is exempt from disclosure. Notwithstanding the above, the Contractor must not take any action that would affect (a) the County's ability to use goods and services provided under this Contract or (b) the Contractor obligations under this Contract. The Contractor will fully cooperate with the County in identifying and assembling records in case of any public disclosure request.
- (c) Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Contract. To the extent that the County incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Contractor shall fully indemnify and hold harmless County as set forth in Section 13. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:  
Address:

Phone:  
E-Mail:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 30-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Contract Documents. The Contract Documents for this Agreement, except for modifications issued after execution of this Agreement, form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein. An enumeration of the contract documents is set forth below:
1. Notice of Award; and
  2. Addenda; and

3. Agreement; and
4. Conditions of Cowlitz County Request For Proposals No.       ; and
5. Quoted proposal of Contractor dated       .

SAMPLE

**SPECIAL TERMS AND CONDITIONS  
AND RETIREMENT STATUS FORM**

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:**  
 Bodily injury, including death and property damage \$1,000,000 per occurrence  
\$1,000,000 Aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**  
 Endorsement (two year tail). \$1,000,000 per occurrence  
\$1,000,000 Aggregate
- WORKERS COMPENSATION:** Statutory amount
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**  
 Bodily injury, liability, including death, and \$1,000,000 Combined Single Limit  
 Property damage liability

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be

excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. *[This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.]*

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Project Manager, Darren Ullmann, Undersheriff, 312 SW 1<sup>st</sup> Ave, Kelso, WA 98626. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

2. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed \_\_\_\_\_ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
3. Other (specify):

**COUNTY RETAINS THIS FORM**

***Individual contractors and service providers must complete and sign***

- 4. WA Department of Retirement Systems: Independent Contractor Verification and State Retirement Status Reporting Form [WAC 415-02-110; DRS Email 13-011; DRS Email 09-001]

**SECTION 1: INDIVIDUAL CONTRACTOR COMPLETES THIS SECTION AND SIGNS:**

- Did you retire from one of the State of Washington Retirement Systems?  YES  NO
- Did you retire before age 65 using the 2008 early retirement factors (ERF)?  YES  NO
- Will you be receiving direct compensation for your services?  YES  NO
- Will you be receiving indirect compensation for your services?  YES  NO

CONTRACTOR (Full, individual name of contractor):

Signature: \_\_\_\_\_ Social Security No. : \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 2: COUNTY COMPLETES THIS SECTION AND RETAINS FOR AUDIT PURPOSES:**

**[Use Member Reporting Verification (MRV) to verify the past retirement membership]**

- 1. Contractor **has been** a member of a Washington State Retirement System  YES  NO  
If YES, what system and plan?

- |   |                                 |                                 |                                 |
|---|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> Teachers' Retirement System (TRS)                                    | <input type="checkbox"/> Plan1  | <input type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input type="checkbox"/> School Employees' Retirement System (SERS)                           |                                 | <input type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input type="checkbox"/> Public Employees' Retirement System (PERS)                           | <input type="checkbox"/> Plan 1 | <input type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input type="checkbox"/> Public Safety Employees' Retirement System (PSERS)                   |                                 | <input type="checkbox"/> Plan 2 |                                 |
| <input type="checkbox"/> Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF) | <input type="checkbox"/> Plan 1 | <input type="checkbox"/> Plan 2 |                                 |
| <input type="checkbox"/> Washington State Patrol Retirement System (WSPRS)                    | <input type="checkbox"/> Plan 1 | <input type="checkbox"/> Plan 2 |                                 |
| <input type="checkbox"/> Judicial Retirement System (JRS)                                     |                                 |                                 |                                 |

- 2. Is the contractor a retiree of a Washington State Retirement System?  Yes  No
- 3. Did the contractor retire before age 65 using the 2008 ERF?  Yes  No

I have verified the information above using MRV or by contacting DRS, and I have evaluated the individual Contractor, Independent Contractor or Service Provider under WAC 415-02-110 and/or DRS Form-MS 344 (R 5/09), and the Internal Revenue Service rules governing independent contractor status.

COUNTY OFFICIAL/DEPARTMENT REPRESENTATIVE:

Signature: \_\_\_\_\_ Date:

**COUNTY RETAINS THIS FORM**

SAMPLE