

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6365

# TELECOMMUNICATIONS

# EQUIPMENT

# MAINTENANCE

# SERVICES

Prepared By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48104

Robert G. Devault, C.P.M.  
Purchasing Manager  
(734) 222-6760





## WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL # 6365

October 9, 2007

Washtenaw County Purchasing Division on behalf of Washtenaw County Information and Technology Services Development is issuing a sealed RFP #6365 for Telecommunication Equipment Maintenance Services.

**Sealed Proposals:** Vendor will deliver one (1) original and two (2) copies which are clearly marked as such and must contain one original signature to the following address:

Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI. 48104

**By 2:00 p.m. on TUESDAY October 23, 2007**

This submission shall include the entire Request For Proposal document, requested attachments, and any amendments if issued.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- The envelope must be clearly marked "**SEALED RFP # 6365**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Steve Farat at **734-222-6598** or [farats@ewashtenaw.org](mailto:farats@ewashtenaw.org)

Thank you for your interest.

**WASHTENAW COUNTY  
INFORMATION & TECHNOLOGY SERVICES**

**INTRODUCTION**

Washtenaw County is soliciting bids for Nortel PBX, CallPilot, key system and ancillary telecommunications equipment. Contractor will be required to provide maintenance, engineering, application design, training and move adds and change services for all systems specified in this bid. In addition the prospective contractor will also provide onsite technical staff for configuration of telecommunication systems and applications.

The services requested will be the primary means of support for telecommunications services for the Washtenaw County Service Center (Service Center), Western Service Center (Zeeb Road), Human Services Complex (Towner), and Downtown Campus (Downtown). As well as remote out County locations covering the geographic area of Washtenaw County. The County currently maintains an extensive IP based data networking environment which reliably carries voice and data communications serving the four primary campus locations. The County also currently maintains Meridian 1 communications equipment and Nortel Passport LAN and WAN networking equipment at each of the locations as well. Further details of the County's networking environment will be available through the bid process.

**CONTRACTOR COMPLIANCE**

The following six requirements are included in the body of this RFP. Response to each of these requirements is to take place as they appear in this document, **NOT** at this time. The presence of these items at this point in the RFP reflects the County's concern over compliance to these items. Contractors will be required to demonstrate compliance to these items and others as they appear in this RFP.

- 1) All respondents **MUST** submit a letter of good standing with Nortel from Nortel. See Section 1.3 MANUFACTURERS AFFILIATION for further details. No further consideration will be given to a response without this verification from the manufacturer to the respondent providing the equipment and services.
- 2) The Contractor **MUST** provide insurance and liability coverage's as outlined in Section 1.29, INSURANCE REQUIREMENTS and Section 1.28, INDEMNIFICATION AGREEMENT.
- 3) The Contractor **MUST** have previous experience in the installation, integration, and maintenance of the equipment specified in this bid.
- 4) The Contractor **MUST** have had proven experience in the design, and implementation of Nortel Meridian 1 PBXs, Call Pilot (1005r preferred), Nortel ACD application development, and telecommunications management within a Nortel LAN and WAN network in a government environment.
- 5) The Contractor **MUST** have at least four (4) maintenance customers similar size to the County in which they have installed and are currently maintaining stated telecommunications equipment and similar applications.

- 6) The Contractor **MUST** be able to demonstrate competence in the design and installation of Call Pilot applications, Call Pilot in a Symposium Express ACD environment, Nortel Unified Messaging, Microsoft expertise in server configuration and MS Server OS operations, active directory, domain services and installation of applications in a locked down desktop and application packaged XP environment.

### **1.1 PROPOSAL TERMS AND RFP INSTRUCTIONS**

1. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that Contractor whose proposal is deemed to best meet the County's specifications and needs.
2. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
3. Proposals shall be signed by an official authorized to bind the Contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
4. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. The **entire** response with any addenda amendments **MUST** be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
5. All bids in response to this request for proposal (RFP) **MUST** comply with the following instructions failure to do so may result in disqualification.
6. Bid documents should be prepared simply and economically, providing a concise delineation of the capabilities bid to satisfy the requirements of the RFP. Completeness and clarity of content should be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other presentations are not required.
7. This RFP, with any subsequent addendum, and the Bid submitted by the selected Contractor, with approved changes, will become part of the contract between the County and selected Contractor.
9. Contractors submitting Bids to this RFP may be required, at the request and option of Support Services I.T., to make an oral presentation or provide written clarification. These presentations or written clarifications will provide an opportunity for the Contractors to clarify but not modify their Bid.
10. The Bids should be submitted on 8 1/2" by 11" paper, single-sided, single-spaced using 12 point type, clearly labeled to show the Bidder's name. The Bidder is responsible for the full page count of Bids submitted in 3-ring binders. All pages are to be CLEARLY marked and in sequential order.

**1.2 SYSTEM DESCRIPTIONS, BROCHURES AND ADDENDA**

Each Bidder must include system documentation of the system being bid to assist the County to determine the Contractors technical compliance with the bid. This documentation may include technical descriptions, system designs, wiring diagrams, feature information, brochures and other information the Bidder wishes to include. Documentation is to be 3 ring bound in hard cover binders. Loose documentation will not be accepted. **ALL ADDENDA REQUESTED MUST BE INCLUDED, IN SEQUENTIAL ORDER, IN THE BINDER CONTAINING DESCRIPTIONS AND BROCHURES.**

**1.3 MANUFACTURER AFFILIATION**

Bidder must either be the manufacturer of the equipment proposed or a factory authorized vendor/contractor.

If not the manufacturer, the Contractor must have a proven close and long-standing relationship with the manufacturer in order to demonstrate the Vendor's commitment to supporting the products proposed. Proof must be supplied with the bid in the form of a written guarantee from the manufacturer, stipulating that the manufacturer will provide support for the system if the Bidder is either unwilling or unable to do so at any time within 7 years of the acceptance date of the system. This may also include documentation as to the number of years supplying the product, size of inventory, test and training center support, and etc.

**All respondents must submit a letter of good standing with Nortel from Nortel and attached as ADDENDA "A" to their response. No further consideration will be given to a response without this verification from the manufacturer to the respondent providing the equipment and services.**

The Contractor at the time of installation must have a minimum of 3 individuals factory trained and authorized to install the equipment requested in this RFP. Proof of certifications is required and must be included with the bid response. Attach and mark certifications as **ADDENDA "B"** to this RFP.

**1.4 FINANCIAL DATA**

All financial information is to be attached as **ADDENDA "C"**.

- .1 Each Bidder, whether a publicly or privately-held company, must include their latest audited financial statement including, but not limited to Annual Report, 10K and latest 10Q and any other pertinent financial data relating to the company.
- .2 Provide bank reference in which the vendor maintains a business financial relationship. Include contact name, phone number of contact, address and name of institution.

**1.5 AWARD**

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a

contract would be awarded, and negotiations would be undertaken with that Contractor whose proposal is deemed to best meet the County's specifications and needs. The County intends to award either the entire bid to one contractor.

**1.6 TERM OF CONTRACT**

- .1 The contract is for a period of two (2) years from the date of systems acceptance. If both the County and Contractor agree, the contract could be extended for two (2) additional years on a year by year basis with the same terms and conditions. Beginning with system acceptance, the contract would mainly cover warrantee for the initial two (2) years and moves adds or changes to the installed system requested in the RFP. No pricing changes are allowed during the initial two (2) years of the contract.
- .2 However, the successful Contractor will be permitted annual increases in the prices bid for each additional year after the initial two year contract. This increase shall be in accordance with the change in the National Consumer Price Index for the previous twelve month period and shall not exceed any other customer's rates. The contract extensions would mainly cover maintenance and moves, adds, and changes.

**1.7 PURCHASE ORDERS**

Will be issued to the successful bidder(s) throughout the period of the contract as and when required by the County.

**1.8 PAYMENT SCHEDULE**

Monthly or quarterly contract billing is required.

**1.9 COST OF RFP**

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

**1.10 STAFF QUALIFICATIONS AND PERSONNEL REQUIREMENTS**

The Contractor agrees the staff assigned to perform any work under the Contract shall be qualified to do so. As such, the Contractor shall:

- .1 Submit all engagement staff to Washtenaw County for review and approval prior to the employee performing the job;
- .2 provide written staff work resume, including technical certifications, to Washtenaw County as part of the staff review/acceptance process;
- .3 remove engagement staff if, in the sole opinion of the Washtenaw County, the incumbent does not perform satisfactorily, fails to maintain technical certifications, or fails to receive and maintain security clearance;
- .4 ensure all staff approvals and removals are approved by the Manager of Telecommunications Services, Support Services or designate;

- .5 at its cost, to subject proposed staff to security background checks as needed to satisfy Washtenaw County identification and facilities access requirements;
- .6 ensure the staff it will apply to the Contract are technically qualified to both perform the services and meet all requirements defined herein;
- .7 ensure that all engagement staff possess at least a high school diploma (some college preferred), possess good end user relations and communications skills, and project a clean, well groomed, neat appearance at all times.
- .8 have sufficient back up staff available, as necessary to meet contract and operational requirements, to cover all vacation, holiday and unplanned time off associated with the normally assigned staff;
- .9 provide additional or reduced services consistent with the RFP;
- .10 provide all proposed staff with end user training as required in the operation of phone operation, ACD applications and CallPilot applications and usage.
- .11 provide staff that are courteous at all times in the performance of work under the Contract.
- .12 Contractor must provide technician access to Nortel service and support if problem exceeds specified resolution timeframes as outlined in this RFP.
- .13 Provide technicians that:
  - a) Have a minimum of five years experience performing Nortel Meridian, CallPilot and Nortel ACD installation and maintenance work;
  - b) Are knowledgeable in all standard MS software applications (MS Office Suite, Visio, Power Point, etc.);
  - c) Have the ability and skills to provide Level 2 Support and have access to Nortel offered level 3 technical support 24/7 365 days per year.
  - d) Have the ability and skills to troubleshoot and/or resolve operational problems in a timely manner and within the service guidelines as stated in this RFP.

**1.11 ON SITE SERVICES**

Telephony systems management and operations services shall be performed by using Washtenaw County approved standard operating procedures and guidelines. Contractors shall:

- a) Manage telephone service availability to a 99.999% availability standard.
- b) Manage and maintain all telephone features as governed by Washtenaw County policies and guidelines.
- c) Monitor and evaluate telephone circuit utilization, and recommend changes to telephone circuits as needed to meet Washtenaw County quality of service standards.

- d) Ensure help desk staff is adequately trained to provide telephony help desk support.
- e) Be responsible for the development and ongoing maintenance of telephony technical documentation, including, but not limited to, OTM configuration, network diagrams, circuit information, Equipment configuration documentation, cabling documentation, etc., in a format that is acceptable to Washtenaw County.
- f) Be responsible for ongoing telephony circuit capacity management, including monitoring of growth, monthly trend analysis reporting and timely forewarning of growth that will exceed capacity limitations.
- g) Perform routine capacity checks on system utilization and perform recovery of unassigned or unused system resources.
- h) Work with third-party circuit providers to both ensure timely installation and integration of new circuits into the Network, and to ensure timely repair of defective circuits.
- i) Develop and maintain an accurate telephone directory database that meets Washtenaw County approval and contains at least the following information fields:
  - a. User name
  - b. User title
  - c. User primary phone number
  - d. User department
  - e. User division
  - f. User location (building, floor, office number)
  - g. Other user phone numbers (cell, 2<sup>nd</sup> line, intercom, pager, fax, etc.)
- j) The Contractor will provide Level 2 support services to all end users as needed.
- k) The Contractor shall provide telephone and circuit utilization management reports as requested by Washtenaw County to characterize the state of telephony support services.

**1.12 KEY PERSONNEL AND SUBCONTRACTORS**

It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- .1 The Contractor agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to Washtenaw County.
- .2 If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify Washtenaw County, and shall, subject to the concurrence of

Washtenaw County, replace such personnel with personnel of substantially equal ability and qualifications.

**1.13 MAINTENANCE SERVICES**

The Contractor will provide maintenance support for equipment that is both in-warranty and out-of-warranty. As such, the Contractor shall:

- .1 Diagnose, repair and if necessary replace defective equipment or components.
- .2 Maintain or have access to spare parts inventories to ensure downtime does not exceed eight (8) business hours for desktop telephone equipment and four (4) Business Hours for back-end telephony or network equipment.
- .3 In the event the equipment cannot be repaired within the allotted downtime, provide suitably configured back-up equipment to sustain end-user operations. The Contractor may need to utilize third party maintenance services provided by the Contractor for specialized equipment repair.
- .4 In the event a problem potentially affecting more than one user is reported or detected during business hours, maintain a continuous effort past business Hours as needed in order to resolve the problem.
- .5 In the event a problem potentially affecting more than one user is reported or detected during non business hours, immediately dispatch a technician to resolve the problem.

**1.14 REQUIRED INFORMATION**

All required information must be provided and attached as **ADDENDA "D"**.

List the number of Nortel Meridian and CallPilot factory certified technicians employed by the Contractor engaged in the maintenance of the type of systems stated in this RFP, number of years holding this certification, name of individuals and number of years the individuals have worked for the Contractor. Years of demonstrated technical experience may be considered as a further acceptance point in technician's ability to perform required job functions.

- .1 Provide a detailed description of the design and application development team responsible for the implementation of the new system. Detail each individuals experience by name and employment location, in developing and implementing CallPilot and Nortel ACD applications within a government environment.
- .2 List the number and names of individuals that will be participating in the maintenance and on site service sought in the bid..
- .3 Provide the name, title and telephone number of the service manager responsible for the County's account..
- .4 The Contractor at the time of installation must have a minimum of three (3) factory trained personnel, authorized to install, troubleshoot and operate the equipment requested in this RFP. Proof of certification is required and must be included with the bid response.

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- .5 List four (4) references in South Eastern Michigan for which the company has installed and is now maintaining the equipment requested in this RFP. List contact name and telephone number.
  - a.- Each reference must be a paying customer external to the Bidder's organization.
  - b.- The Bidder must have installed and supported the referenced systems.
  - c.- Equipment must be at least of similar size and features.
- .6 Indicate telephone number and contact person for your service department.
- .7 Indicate the contact person and telephone number for the second level contact in the event that acceptable response has not been made by above service department.
- .8 Indicate the contact person and telephone number for the third level contact should the second level also prove ineffective in responding to contract needs.
- .9 State the location of the primary service point which will serve the installation address in this RFP. Location must be within a 50 mile radius of the installation site.
- .10 Indicate the location from which maintenance personnel would be dispatched if different from above. Location must be within a 50 mile radius of the installation site.
- .11 Indicate location of critical spare parts inventory. Location must be within a 50 mile radius of the installation site.
- .12 Indicate location of and describe your facilities for remote diagnostics, alarm capture and/or maintenance for the equipment.
- .13 Provide the Contractors' qualifications:
  - a.- total years in business, years in the communications business under the name stated on the Signature Page (at the end of the RFP)
  - b. number of (local) individuals employed in the servicing of the equipment being proposed.
  - c. If the Contractor has less than five (5) years of communications experience, provide a list of three customers in each year of business you have been established in which you have installed and maintained the proposed equipment.
- .14 Detail the number of years the Contractor has in developing and installing Callpilot and Nortel ACD systems and applications.
- .15 Provide four (4) references for which you have installed and are currently maintaining Callpilot systems of 15 voice applications or greater. Provide company name, address, contact name and phone number.
- .16 Provide four (4) references from which you have installed and are currently maintaining voice processing systems with a size equal or greater than 20 ports. Systems stated must have active applications utilizing 20 or greater ports, excess or unused capacity in the system is not to be considered towards the 20 port minimum requirement. Provide company name, address, contact name and phone number.

- .17 Detail the number of years experience in integrating CallPilot in a Microsoft server OS environment involving Active Directory and Domain Services.
- .18 Detail the number of years experience involved with Nortel LAN and WAN layer 2 and 3 Passport network design, implementation and support. Include number and names of Nortel certified individuals involved who will actively participate in this installation. Include details and number of years of experience in IP network design & management.
- .19 Detail the number of years of experience the Contractor has in providing CallPilot services in a Symposium Express ACD environment. Provide Contact name and telephone number of three (3) installations the Contractor has successfully completed over the last three (3) years involving this type of integration.
- .20 Detail the number of years of experience the Contractor has in providing Meridian 1 Option 11, 61, 81, BCM 200/400, and Modular ICS maintenance services. Provide Contact name and telephone number of three (3) installations the Contractor has successfully completed over the last three (3) years involving this type of equipment.
- .21 Will your company outsource any of the services requested in this RFP? Detail exactly what services would be outsourced and to whom? State company name, contact number, and location.

**1.15 INSTALLATION & MAC SERVICES**

- .1 Prior to start of installation, a job meeting will take place on the installation site. The meeting members will consist of representatives from the following: Support Services I.T., the Contractor, and all sub-Contractors participating in installation. All schedules will be finalized at this meeting.
- .2 During the installation, the Contractor shall perform all tests necessary to insure that the portions of the system and applications being installed are ready for installation.
- .3 The Contractor will coordinate with the County any interruption to existing telephone or call processing service. Any interruptions are to be minimized and be performed after-hours, on weekends or holidays.
- .4 The Contractor shall be responsible for the complete installation including all equipment, applications, and software as specified in the job work order.
- .5 Installation equipment, materials, and product will ONLY be allowed to be kept in specified areas. Hallways, office areas lobbies etc. are not suitable for storage and the County will **NOT** be held liable for missing or stolen equipment.
- .6 The Contractor will observe all applicable departmental safety and security regulations established.
- .7 The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters.
- .8 The Contractor must promptly correct all defects for which the Contractor is responsible.

- .9 The Contractor will obtain the County's (Support Services I.T.) permission before engaging in any activity which may interrupt any current call processing capabilities or disruption of existing voice or data communications service.
- .10 The Contractor will coordinate all work with the County (Support Services I.T. Department).
- .11 Contractor will follow all job documentation and reporting procedures as specified by Washtenaw County.

**1.16 SITE PREPARATION / ALTERATION**

- .1 The County will be responsible for preparation of the equipment room to accept the new voice processing equipment
- .2 The County will perform construction changes to floor distribution closets as required, including providing electrical power.
- .3 The County will provide heat and general illumination in rooms in which work is to be performed.
- .4 The County will provide commercial power necessary for the installation of the new system.
- .5 The County will make alterations and repairs to buildings if it is determined by the County to be necessary for installation of equipment or services, or necessary for safe operations.

**1.17 GUARANTEE AND WARRANTY**

- .1 The Contractor will warranty the system for one year from the date of system acceptance at no additional charge. It is the Contractor's responsibility to repair or replace all equipment on location. If the equipment needs to be repaired elsewhere a loaner may be requested at no cost to the County.
- .2 The Contractor does hereby warrant all work and materials to be in full and complete accordance with the contract, addenda, specifications and requirements and that all work and materials are free from any and all defects and imperfections, and fully suitable for the use and purpose for which each is intended. The Contractor also agrees that, should any defect develop or appear which the **Purchasing Division** Manager or the **Support Services I.T.** representative finds was not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good, any such defective materials without cost to the County. The warranty shall continue to be in full force and effect for the period of two (2) years from the date of final acceptance of the system and any additional equipment.
- .3 The County will be entitled to any manufacturer's guarantee or warranty in effect that covers any additional time period/benefits over the requirements stated above.
- .4 The Contractor must warrant at the minimum that on the acceptance date the installation of equipment and services shall be in good working order and installed in a workman like manner, shall be free of defects, shall be installed to the manufacturer's official published specifications, and shall be installed and operate in full compliance with this RFP, for a period of at least two (2) years from the acceptance date... [the Warranty Period].

- .5 The goal of the County is the prompt resolution of problems, not merely prompt response to calls for service. (See Section 1.18, RESPONSE TIME AND SERVICE CLASSIFICATIONS)
- .6 The Contractor must perform preventive maintenance and inspect the systems as necessary. Minimum requirements are to meet the manufacturer's recommended standards.
- .7 The Contractor must provide full maintenance logistical support, including performance of all tests, system documentation, spare parts inventory, special tools, and test equipment required to promptly and properly perform the work. During the Warranty period, the Contractor shall provide the necessary labor, parts, material, and transportation to maintain all equipment bid in good working order and in compliance with the equipment manufacturer's specifications.

**1.18 RESPONSE TIME AND SERVICE CLASSIFICATIONS**

- .1 Normal business hours will be from 8:00 am to 5:00 pm Monday through Friday.
- .2 All non-emergency requests will be serviced at the regular hourly rate, with any overtime work done at the County's discretion and approved by the County's designated representative.
- .3 Emergency maintenance/service must be available on a 24 hour a day, 7 days a week 365 days per year basis. The number of persons who can declare and emergency condition will be limited and their names or titles will be mutually agreed upon by the County and the Contractor.
- .4 Service Classifications:
  - a) A **Critical Failure** is defined as the failure of common equipment, power supplies, disk or any other equipment which would render the system inoperable or incapable of communication with the public or connected phone systems/PBX (i.e. failure of all call processing). The only acceptable on site response time for a critical failure is **one (1) hour** onsite technical response from the time reported. This is the only acceptable response for all reported problems related to the system supporting the Washtenaw County Sheriff Department.  
  
Servicing of any and all equipment involved in the delivery of service to the Sheriff Department or involving public safety services is to be **serviced onsite within one (1) hour** from the time trouble is reported.
  - b) A **major system failure** is defined as 15% or more of all ports and/or any application not processing or forwarding calls to a main answering position. On site response to a major system failure must be made within **two (2) hours** from the time reported.
  - c) A **system failure** is defined as all other system problems not categorized as critical or major. Response must be made within **one (1)hour** and resolution of system failures must be made within **twenty four (24) hours** from the time reported.
- .5 Any service requiring the system to be rebooted or shutdown must be coordinated with Washtenaw County Information and Technology Services.
- .6 All other service related troubles not covered above are to be considered non-emergency in nature.

- .7 The system equipment must automatically notify the Contractor's remote diagnostic center of any major loss of service.
- .8 The Contractor must, upon receipt of a service call, for non-critical or major system failure calls, proceed to:
  - a) Use best efforts to determine, by data terminal or physical inspection, the origins and solutions to the problem.
  - b) Begin a trouble report showing the time the problem was reported and nature of the problem.
  - c) Dispatch a service technician, if necessary, and proceed diligently to correct any failures.

**1.19 SYSTEMS CHANGES**

The Contractor shall make changes only upon receipt of a service ticket (either electronic or written) by such person or persons as may from time to time designate in writing, or upon oral requests from such person as County may from time to time designate in writing. The County will provide in writing a list of individuals with the ability to order changes or service, either written or verbal.

County may elect also to implement other changes of its own accord. Should County elect to make its own changes, County shall assume responsibility for the operational integrity of the system as it is directly affected by such changes by County. Upon request, the Contractor shall research all reported software problems or errors and correct them to the County's satisfaction. If the problem or error resulted from data base changes by County, the charge for service shall be computed using the rates stated in Section 3.1, TIME AND MATERIAL COST.

**1.20 SUBCONTRACTORS**

The names and addresses of all proposed subcontractors shall be furnished in writing to the County. Every subcontractor shall be bound by the terms and provisions of the contract documents. Nothing contained herein shall create any contractual relation between any subcontractors and the County. Contractor shall be fully responsible for the acts and omissions of the subcontractors.

**1.21 INSPECTION OF FACILITIES:**

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts and/or equipment for ability to comply with conditions of the bid.

**1.22 EXTRA CHARGES:**

- .1 No changes shall be made, nor will bills for extra charges, alterations, modifications, deviations, and extra orders made by the Contractor be paid for except upon written work/change order from the County.

- .2 The County will not authorize payment for changes, alterations, modifications, deviations, or extra orders made except upon written order from the County. The County will not authorize payment for changes, alterations, modification, deviations, etc. that are the result of Contractor error in preparation of a system configuration that does not meet the intent of the bid specification.

**1.23 PERMITS AND CERTIFICATES**

The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

**1.24 MATERIALS AND APPLIANCES**

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the performance and completion of the work. All special handling equipment charges shall be paid by the Contractor.

**1.25 CONTRACT PROVISIONS**

If a contract is awarded, the selected Contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all Contractors of service to Washtenaw County such as the following:

**1.26 REPORTING OF CONTRACTOR**

Section 1 - The Contractor is to report to the Directory of Support Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

**1.27 PERSONNEL**

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

**1.28 INSURANCE REQUIREMENTS**

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage

and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

Attach certificates of insurance as **ADDENDA "E"**.

**1.29 INDEMNIFICATION AGREEMENT**

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

**1.30 COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

**1.31 INTEREST OF CONTRACTOR AND COUNTY**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

**1.32 CONTINGENT FEES**

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

**1.33 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

**1.34 LIVING WAGE**

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

**1.35 EQUAL ACCESS**

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**1.36 OWNERSHIP OF DOCUMENTS AND PUBLICATION**

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

**1.37 ASSIGNS & SUCCESSORS**

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

**1.38 TERMINATION OF CONTRACT**

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

**1.39 PAYROLL TAXES**

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

**1.40 PRACTICE AND ETHICS**

The parties will conform to the code of ethics of their respective national professional associations.

**1.41 CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

**1.42 APPLICABLE CODES**

The following list of codes and regulations establish the minimum requirements applied to work done at the County. Where the specifications or plans exceed the applicable code, the specifications and plans shall be followed.

BOCA Basic Building Code  
NFPA National Fire Code  
National Electrical Code (NEC Code)  
State of Michigan Occupational Safety Standards Act

**1.43 ACCESS, AUTHORITY AND STOPPAGE**

The work shall be available for inspection at any time by representative(s) designated by the County. All materials and work not in conformity with County specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced to conform with specifications. Designated County representatives shall have the right to order the work of the Contractor or any sub-Contractor wholly or partially stopped, if in their judgment, the materials and services furnished for the work being done are not in strict accordance with the provisions and specifications, or until any objectionable worker or material is removed from the premises; and shall have the right to declare the contract forfeited for non-performance when not being executed according to the intent and

meaning of the contract specifications. Such stoppage, suspension or forfeiture shall not in any way invalidate any terms of the contract, and no extra charge will be allowed the Contractor by reason of such stoppage or suspension.

**1.44 CHANGES**

No changes shall be made, nor will bills for extra charges, alterations, modifications, deviations, and extra orders made by the Contractor will be paid for except upon written work/change order from the County.

The County will not authorize payment for changes, alterations, modifications, deviations, or extra orders made except upon written order from the County. The County will not authorize payment for changes, alterations, modification, deviations, etc. that are the result of Contractor error in preparation of a system configuration that does not meet the intent of the bid specification.

**1.45 CORRECTED WORK**

The County will on occasion make checks and measurements of material to determine if physical and electrical characteristics and specifications are being met. If the County deems it expedient to correct or replace materials not in accordance with the characteristic or specifications as ordered, the Contractor shall make such corrections or replacements at no additional expense to the County within 10 days.

**1.46 WORK STOPPAGE**

In the event of any work stoppage, either by unionized employees of the County or the Contractor, the Contractor assures that the County will suffer no delays in service or claims as result.

**1.47 CHOICE OF LAW AND FORUM**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

**1.48 NETWORK CONFIGURATION**

The County also currently maintains Meridian 1 communications equipment, Nortel Passport LAN and WAN networking equipment at each of the locations as well. Further details of the County's networking environment will only be made available upon request.

**1.49 SYSTEM DIAGNOSTICS, TESTING, AND ALARM**

The system(s) must be equipped and installed to allow the system to out-dial or through SNMP trap send alarm notification to a remote response center or any other County designated location or person in the event of a system alarm or failure.

Contractor will provide customer access to a 7X24 365 service & trouble reporting call center capable of troubleshooting, dispatching service and MAC personnel as require.

**2.1 SYSTEM CONFIGURATIONS**

Further details of the County's system configurations will only be made available upon request through the Washtenaw County Purchasing Department. All information supplied will be in electronic format. Remote system access will not be allowed.

**2.2 APPLICATIONS**

Applications are located throughout the County's systems.

Vendor is to supply all software and hardware maintenance support for the applications stated below.

Call Pilot Manager	Yes
Call Pilot Reporter	Yes
Call Pilot Application Builder	Yes
Symposium Express ACD	Yes
OTM	Yes
Symonview	Yes
Email By Phone (text to speech)	Yes
Speech Activate Messaging	Yes
Fax Users	Yes
Single DN	No
Desk Top Messaging	Yes
NMS	No
CP Mobile Users	Yes
Number of voice Menu Applications	70
Fax On Demand Applications	0
Symposium Express ACD Integration	Yes
Verbose Help User Interface	Yes
VPIM Networking	Yes
Meridian Mail	Yes

**3.1 TIME AND MATERIALS MAC PRICING**

Please provide pricing for the following items and include as part of **ADDENDA "F"**:

Hourly charge for application development. (on site) \_\_\_\_\_

Hourly charge for user training (on site) \_\_\_\_\_

Hourly charge for system administration training (on site) \_\_\_\_\_

Hourly charge for application development \_\_\_\_\_

Hourly charge for project management \_\_\_\_\_

Hourly technical minimum Labor charge \_\_\_\_\_

Additional Labor (Specify billing increments) \_\_\_\_\_

Hourly minimum overtime labor charge \_\_\_\_\_

Additional Overtime Labor Charge (Specify billing increments) \_\_\_\_\_

Minimum Remote Diagnostics Charge \_\_\_\_\_

Additional Remote Diagnostics Labor Charge (Specify billing increments) \_\_\_\_\_

Overtime charge begins \_\_\_\_\_ and ends \_\_\_\_\_ M, Tu, W, Th, F

Overtime charge begins \_\_\_\_\_ and ends \_\_\_\_\_ Sat, Sun

Provide the materials discount rate (%) to be applied to manufacturers list price for all materials supplied through this contract. \_\_\_\_\_

**Travel Time**

Included to labor charge? YES or NO (circle one)

\_\_\_\_\_ No Charge for travel time

\_\_\_\_\_ Portal to portal (from last location)

\_\_\_\_\_ Contractor's office to location

\_\_\_\_\_ Minimum travel charge \$ \_\_\_\_\_

Additional travel time \$ \_\_\_\_\_ per (state increment)

**3.2 MAINTENANCE PRICING**

Provide costing for the three (3) maintenance programs requested, attach as **ADDENDA "G"**.

Maintenance will include the repair or replacement of any and all defective parts of the software, hardware, servers, labor, power supplies, interconnection cables, peripheral and ancillary items and any other system or network elements related to the system operation.

Maintenance price quoted for the Voice Processing System shall be firm for the first year of the contract (year 2). The successful Contractor will be permitted annual increases in the price bid in years 3-4 in accordance with the change in the National Consumer Price Index for the previous 12 month period and shall not exceed any other customer rates.

Program "A"

- Program to cover all components and systems bid in this RFP.
- Normal and Emergency response time as stated in Section 1.18, RESPONSE TIME AND SERVICE CLASIFICATIONS.
- Vendor to provide spare parts as needed to effect 100% repair of trouble reported, WITHIN 24 hours.
- 24 X 7, 365 day per year Emergency response support required for systems 1 and 2 ONLY. Spare parts as needed to effect 100% repair of trouble, SAME day.
- 24 X 7, 365 day per year online technical and phone support available, included in contract cost.

Program "B"

- Program to cover all components and systems bid in this RFP with the exception of phones, line cards, station cards, paging equipment and ancillary equipment.
- 24 Hour, 365 day per year Normal and Emergency response time as stated in Section 1.18, RESPONSE TIME AND SERVICE CLASIFICATIONS.
- Vendor to provide spare parts as needed to effect 100% repair of trouble reported, SAME day.
- 24 X 7, 365 day per year online technical and phone support available, included in contract cost.

Program A

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

Program B

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

**3.3 ON SITE TECHNICAL SERVICES PRICING**

Provide costing for on site technical services for technical services attach as **ADDENDA "H"**.

On site technical services are defined as a dedicated on site technician to provide configuration services of all telecommunications systems and applications as defined in this RFP, including MAC services. On site technician services provide labor only and do not include materials. Universal time is defined as a flat rate labor rate regardless of time of day provided. For costing calculations it is anticipated that approximately 30% of the time requested will be after hours related.

Provide pricing for the two programs as outlined below:

Program "A"

- Program to cover 24 hours per week of universal time.
- Program to cover all components and systems bid in this RFP.
- Program to cover all MAC work within scheduled on site time.
- Program to cover all support and services necessary for technician to provide technical services as required.

Program "B"

- Program to cover 40 hours per week of universal time.
- Program to cover all components and systems bid in this RFP.
- Program to cover all MAC work within scheduled on site time.
- Program to cover all support and services necessary for technician to provide technical services as required.

Program A

Year 1 _____	Hourly _____
Year 2 _____	Hourly _____
Year 3 _____	Hourly _____
Year 4 _____	Hourly _____

Program B

Year 1 _____	Hourly _____
Year 2 _____	Hourly _____
Year 3 _____	Hourly _____
Year 4 _____	Hourly _____

**4.1 SIGNATURE PAGE**

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ Company Address
_____ Date	_____ City                      St.      Zip
_____ Telephone #	_____ Fax #
_____ URL Email Address	_____ Purchase Order Email Address
_____ Federal Tax ID #	<i><u>CHECK ONE</u></i> Partnership                      _____ Non Profit Corp.                      _____ Profit Corp.                      _____ Other                      _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at lease a period of 90 days or until the contract is signed.