

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO PROPOSERS No. C11502-P**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Proposals will be accepted on **Thursday, May 28, 2015 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with a proposer who shall perform:

Emergency/Alerting Notification System (ENS)

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFP C11502-P Emergency/Alerting Notification System (ENS)
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday May 28, 2015 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.
- (5) Yakima County reserves the right to reject any and all Proposals. Yakima County hereby notifies all Proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA. Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

The Board reserves the right to reject any and all proposals, or parts thereof.

DONE this 1st day of May 2015.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: May 1st, 2015



**YAKIMA COUNTY REQUEST FOR PROPOSAL # C11502-P
COVER SHEET**



THIS IS NOT AN ORDER

RFP Release Date: **May 1, 2015**

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **C11502-P**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
129 North Second Street, Room 232
Yakima, WA 98901**

Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk's Office

Proposals Must be in the office no later than

May 28, 2015 at 11:00:00 AM PST

Public Opening

PROPOSER'S Name & Address (to be filled out by proposer):

Purchasing For:

Yakima Valley Office of
Emergency Management
Union Gap, WA 98903

Buyer in charge of this procurement (Contact for further information):

Colleen Bailey, CPPO Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

The agency invites qualified software vendors to submit responses to this Request for Proposals (RFP) for a Web-based Mass Notification System. The goal of this project is to establish a system that quickly and reliably notifies citizens of emergencies, community activities, and weather-related events.

Enter Prompt Payment Discount: _____%net____days

We/I will complete project within _____days after receipt of order.

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the Yakima County in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Email Address

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I. DEFINITIONS

A. The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“Contract” means written agreement between the “Owner” and the “Contractor” (or “Successful Proposer”) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“County” means Yakima County, Washington. Also referred to as “Owner”.

“Department” means the Yakima County, Department/Division.

“Executive” means the Yakima County Board of County Commissioners.

“Offeror/Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“Owner” also referred to as Yakima County.

“Project Manager” means the individual in Yakima County Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

RFP # C11502-P

Emergency/Alerting Notification System (ENS)

II. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a response to this Request for Proposals (RFP) for a Web-based Mass Notification System. The goal of this project is to establish a system that quickly and reliably notifies citizens of emergencies, community activities, and weather-related events. The owner will use the information to purchase software that best meets the owner’s needs. Yakima County Office of Emergency Management (referred to as “Owner” throughout this document), as represented City Purchasing, intends to use the results of this solicitation to award a contract for such services.

For the purpose of this RFP, responses must be relevant to city and county government and must not include data, statistics, or examples from school systems or business applications.

B. About the Owner

The following table provides specific information about the agency and community served:

Description	Details
Population served (2014 OFM)	248,800

Yakima County is located in South Central Washington State. It is bounded to the north by Kittitas County, to the south by Klickitat County, on the west by Thurston, Lewis and Skamania Counties and the east by Benton and Grant Counties. The geography varies from densely timbered, mountainous terrain at the crest of the Cascade Mountain Range in the west to rolling foothills, broad valleys, and arid sagebrush covered regions to the east to fertile valleys in the central and southern parts of the County that has made agriculture the staple of the economy over the last 100 years. The highest point in the county is Mount Adams at 12,277 feet (3,742 meters) above sea level. The City of Yakima sits at 1,068 feet.

Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington. Three entities own over 1.7 million of the total acres of Yakima County. The City of Yakima, the ninth largest city in the state, contains over 35% of the population (93,101). 90% of the state’s population is within a 3-hour drive from Yakima.

CURRENT OPERATIONS

Currently, for notifications, both emergency and non-emergency, Yakima County uses AlertSense (formerly MyStateUSA), which is provided by the Washington State Military Department (contracted with AlertSense), for use by jurisdictions within the State, for notifications (text and email only) and EAS alerts. This system has a large number of pre-programed groups that are used for both emergent and non-emergency notifications.

The County and Cities will be migrating to a fully-functional notification web-based (cloud) system, residing on the vendor’s multiple servers, which would include EAS notifications via the FEMA IPAWS portal (Yakima will become a COG), WEA, and NOAA. In addition, the new system must have the “Opt-in” functionality for citizens to enter their contact information via a vendor provided portal, after which the system will be able to

send them a notification via multiple electronic pathways, including text, email, cell phone, land line, instant messaging. In addition, the new system must be able to interface to social media (Facebook, Twitter, etc). The system will also need to be able to work with mobile devices, including Android, Blackberry, and Windows phones. Finally, the system must have a fully-featured geo-targeting capability, with ability to target special populations.

It is expected that the system will be used by all cities (including City of Yakima), County departments, and the 911 dispatch center in Yakima County, hence the need for unlimited notifications and multiple administrators. The existing pre-programmed groups will be transferred or re-entered into the new system, along with the ability to create groups on-the-fly.

C. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

D. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

E. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

F. Proposer Conference and Site Visit

A proposer conference will not be conducted.

G. Examining Documents

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all relevant documents and acknowledged all requirements contained herein before proposing.

H. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

Event	Date
RFP release	May 1, 2015
Deadline for questions	May 18, 2015
Questions answered to all registered proposers	May 22, 2015
Sealed proposals due to County Commissioner’s Office	May 28, 11am, 2015
Proposals evaluated	June 1-18, 2015
Finalists notified	June 22-26, 2015
Final presentations/demonstrations	July 6-10, 2015
Final evaluations	July 13-17, 2015
Anticipated contract award	July 20-24, 2015

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

I. Contract Term

See Section 2 of Contract.

J. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

K. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. “all-or-none”.)

L. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Submitting a Proposal

Proposers shall submit one original (so marked) and two (2) copies along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked “confidential”. All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless it can be proven the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 2 - Transmittal Letter

The transmittal letter must be written on the Proposer’s official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;

- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 8) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 9) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 3 - Table of Contents

Provide a table of contents for the Proposal.

Tab 4 - Response to Technical Requirements

Provide a point-by-point response to each requirement specified in Section V of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP. State whether if you comply 100% with that particular specification, or indicate that you do not comply 100% and explain how your product/service deviates. Deviation on any item will not necessarily disallow proposal. The Owner shall be the sole judge as to whether a deviation/exception is acceptable, or not.

Tab 5— Sample Contract and Terms and Conditions

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 6 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 7 - Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all costs for training, including travel if applicable and the price for each service. Also include discount off market list price. If service is not provided please state so.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw or supplement a proposal in writing at any time up to the proposal closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Buyer. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Max Points
Compliance with Technical Specifications	50
Experience/qualifications/history of company and systems	10
Number of administrators and calls included in subscription	10
References, number and satisfaction of installed systems	5
Training services offered, and client support	5
Features offered, including value added, unique factors	5
Pricing	15
TOTAL POSSIBLE POINTS	100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

C. Proposal Scoring

Based on evaluation of the written proposals by the ENS workgroup on the stated criteria, one or more top scoring proposals may be short-listed. A proposer may not contact any member of the ENS workgroup except at their direction.

The ENS workgroup will request oral presentations or demonstrations from one or more of the short-listed proposers, after which the ENS workgroup will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration to determine final scoring.

Proposers are hereby notified that this process is being conducted per RCW 39.04.270, allowing for Competitive Negotiation, and the proposals will be evaluated based upon significant evaluation factors, including (but not limited to) price, and their relative importance.

D. Proposer Presentations

Short-listed Proposers will be required to participate in interviews to support and clarify their Proposals as requested by the ENS workgroup. The ENS workgroup will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The ENS Workgroup's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the ENS Workgroup and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the ENS Workgroup. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the ENS Workgroup members, according to their score. The ENS Workgroup shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

F. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

G. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

H. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations

with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

I. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. TECHNICAL REQUIREMENTS

All offerors must address and answer their solution's ability to meet the following specifications.

A. Proposer/offeror responsibilities, features and functionalities

1. The Proposer must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Proposers are reminded to provide point-by-point responses to all specifications. Note that, though some of the following Technical specifications may be answered with a Y or N, the Proposers are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist the Evaluation Team to better understand the proposal and make a more enlightened decision.

B. System

1. Delivered as a "Software as a Service" platform (SAAS)
2. Redundant operational safeguards to ensure against single point of failure
 - i. Describe failover capabilities
3. Redundant security measures
4. No purchase of hardware or software by Yakima County
5. Describe the proposed system's ability to deliver a high volume of calls within a short period of time.
6. The proposed system must not overload the local telephone circuits during an emergency. Describe how the system detects limitations in the local telephone infrastructure and adjusts the call volume as needed to increase efficiency.
7. Has the system has been entirely developed by the vendor? The offeror must identify any portion of a proposed system which has been developed or is owned by another developer, and the developer must be identified.
8. IPAWS compliant
9. Does the proposer utilize any third-party agents or contractors located outside the United States? If yes, provide details including their names and job responsibilities as they relate to this project.
10. Detail any third-party Service Level Agreement(s) (SLA) or subcontractors used to provide the mass notification service. Include a project plan that details how the contractor rectifies a failure to meet the SLA by a third party

C. Availability

1. Provide 99.5% uptime, including all scheduled and non-scheduled downtime
2. Location and number of data center(s)
 - ii. Three minimum
 - iii. Provide geographical locations, minimum 300 miles apart
3. Data Centers available twenty four (24) hours per day, year around
4. Capable of safely storing Personal Identifiable Information (PII)
5. Accessible through a single access point

D. Data management

1. County and City administrators can manage all user information, including administrators, message senders, recipients, and groups.
2. Administrators and message recipients can upload and update message and recipient information through a web based import tool.

3. Customizable web site
4. Single contact directory that supports quick sorting
5. The contact directory must support advanced search capabilities including multiple field value conditions using all contact information fields.
6. Hierarchy of unlimited groups; Groups are maintained in a single directory
7. Administrators are able to download contact results based on the selected criteria.
8. Top level administrators can easily add/delete lower level administrators, as well as easily change/add/delete rights
9. How many fields does your subscriber database allow, and new fields be added?

E. System access

1. Internet accessible through standard web browsers
2. The system must be allow a single access point to all system features
3. Accessible to the administrators and message senders from any location offering web access or telephone access
4. Encrypted interactions
5. Multiple message senders and administrators simultaneously
6. Smart phone & tablet enabled, including Blackberry, Android, and Windows phone apps
7. Please quote the number of administrator's allowed. Yakima County will give preference to those proposals allowing a large number or unlimited administrators.

F. Message delivery

1. Message creation from a single screen
2. Quickly deliver multiple messages
3. How quickly can the proposed system begin the first call out after notification request is sent to the system?
4. A single message can be delivered via text, voice, email, and social media
 - i. Is messaging SMS or SMTP?
5. Track message delivery and acknowledgment of receipt
6. Message recipients can acknowledge receipt of messages
7. Continue notification process until receipt is verified
8. Support live voice recordings as well as text to speech
9. Store message content for future use
10. Maintain a message library
11. Categorize message templates for quick sorting and enhanced search capabilities
12. Edit stored templates prior to launching a message
13. Default delivery settings which can be edited as needed
14. Customizable, local Caller ID used for telephone messages
15. Custom email sender address
16. Able to deliver a voicemail if a contact is not reached via preferred method
17. Edit delivery methods when creating a message
18. Include file attachments such as photos

19. Initiate all messages from the same location in the web user interface
20. Able of delivering a question that allows the recipient to choose from multiple pre-scripted responses
21. Provide a minimum of 10 delivery path options per recipient
22. Able to stop a message in progress
23. How does the system avoid truncated or repeated messages resulting from automated answering devices?
24. Does the system allow for a message recipient to immediately hear the recorded message upon answering the phone?
25. Can the proposed system automatically attempt to redial all numbers that had an undelivered message?
26. Can user/administrators create separate messages for each method of notification delivery?
27. What is your process for determining throughput speed on the local infrastructure? Will your company perform an annual data and infrastructure performance test, and if so, is there an additional cost to the yearly fee, and how much?
28. Registrants are able to access the opt-in portal and update their information at any time with a valid user name and password
29. Opt-in portal uses CAPTCHA
30. Support audio CAPTCHA for the visually impaired
31. Provide the number of messages allowed in your subscription proposal. Yakima County will give preference to those proposals with unlimited number of calls included in a competitive subscription price.

G. Message targeting

1. Create custom fields to collect information and target recipient using that data
2. Search and filter recipients based on conditional criteria using one or more data fields
3. Pre-define filtering conditions to expedite the message targeting processes
4. Conveniently add groups and individuals to a notification.
5. Blend map based geographic targeting capabilities with filtering technology using client defined attributes
6. Subscribers able to register special needs information for targeted messaging

H. Geographical information system (gis) capability

1. Describe the Esri-based mapping capabilities with multiple drawing tools and shape functions to define calling areas.
2. Target geographically located contacts following the same notification initiation process
3. Import SHP and KML files
4. Search for a geographic location using a contact name, address, street segments, zip code, and Latitude/Longitude
5. Target an area or region defined by a combination of a contact location, an address point or a landmark, and a radius around that address
6. Create polygons, including a “pin drop” of the targeted point of interest
7. Select a geographic area using polygons/drawing tools
8. Resize, modify, move, and rotate the shapes after initial drawing or placement

9. Display the number of recipients included within a selected region
10. Web site for Resident Opt-In/opt-out options for various message types.
11. Does your company use any third-parties for geo-coding (vs. in-house). If so, describe the process and the third-party support provided
12. Methods to handle subscriber addresses that are not able to be geo-coded
13. Suggested alternate addresses for difficult addresses
14. Able to use latitude/longitude coordinates for message uploading.
15. Administrators can choose and select the default background map
16. Administrators can select a default zoom level and center location for the mapping user interface
17. Can the system prioritize notifications closest to an event location and systematically expand outward?
18. Does the system support notification by city or by zip code?
19. Can users define a notification area down to the street level, including address ranges and odd/even street addresses?
20. Does the system automatically geo-code all address data at entry?
21. Explain how the proposed system prevents centroid geo-coding errors

I. Social media and external feeds

1. Able to aggregate social media and external feeds
2. Integrates with social media allowing Yakima County to reply and share comments
3. Provide mobile applications for users to provide real-time information and feedback, including Android, Blackberry, and Windows platforms
4. Automatically sends notifications to Facebook and Twitter accounts

J. Scalability

1. Combines multiple individual environments into a tiered, integrated system
2. Each sub-account is fully self-contained
3. Each sub-account is able to support its own unique contact delivery paths
4. Each sub-account is able to have its own message greetings
5. The top level administrators have full administrative capabilities into all sub-accounts
6. Each sub-account has its own security mechanism

K. Global support

1. User interface available in English and Spanish translations
2. Supports text-to-speech in both languages
3. Provides recipients with toll-free dialing options for message retrieval and acknowledgement

L. Reporting capabilities

1. The system provides a clear and concise report to the administrator which shows the following information:
 - i. Date and time of the message
 - ii. Name of the person who initiated the message
 - iii. Message content including title

- iv. Settings used to deliver the broadcast including delivery methods, broadcast duration, language, throttling rules, etc.
 - v. Graphical summarized statistics including confirmation status and confirmation by delivery paths.
 - vi. Option to view detailed calling information per member
2. Able to store at least three years of historical data
 3. Does the system report on the status of every call, indicating whether it was answered by a live person, or reached an answering device, busy signal, or operator intercept?
 4. Is all report data updated in real time?
 5. Does the system provide a variety of reporting formats, including statistical presentations, as well as graphical displays (e.g., charts and maps)? Provide a sample report to illustrate the system's capabilities.

M. Security

1. Solution Security

- i. Solution provides a customizable "Acceptable Use" policy for system users
- ii. Unique, encrypted user ID's and passwords for all users
- iii. Tiered account permissions ensure that the administrator has complete access to all system functionalities and can designate other administrators, message senders and recipients and enable various permissions
- iv. Complies with current US privacy laws
- v. Safe Harbor compliant

2. Data Security

- i. Access to information and technology is on a need-to-know, job function basis.
- ii. Supports the ability to store Personal Identifiable Information (PII) to comply with regulatory requirements

3. Network Security

- i. Malicious codes are filtered at the network perimeter
- ii. Network or host-based intrusion detection tools are deployed in Service Provider's environment
- iii. Security-event monitoring systems have current signature files

4. Logging

- i. Logs are maintained to identify use or attempted use, and modification or attempted modification of critical systems components
- ii. Configuration checking tools are utilized and maintained
- iii. Logs are appropriately secured against unauthorized access.

5. Physical Security

- i. Access to the offerors facilities, including server/computer room is strictly controlled.
- ii. Offeror provides documented backup of system, application, and database
- iii. All backup media is protected from unauthorized access and tampering. Service Provider must store backup information at an off-site facility and utilize Insured (e.g., bonded) carrier services to transfer information to and from the offsite location
- iv. All backup media is encrypted and stored in a locked container during transport

N. Technical support

1. Describe the support organization, problem escalation process, and options for technical problem resolution. The Contractor must list in the cost proposal whether service costs are a flat-fee or per incident.
2. Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Contractor's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.
3. Offeror will provide a dedicated implementation manager and a dedicated account manager.
4. Offeror provides support for message template creation, and reporting assistance, including generating notifications, if needed
5. Offeror provides live technical support 365/24/7 by a trained technician?
6. Is your support handled by a dedicated, in-house team or through a third party?
7. What is your average response time for technical issues?
8. Describe how support calls are handled

O. Training

1. Offeror will provide custom, interactive, web-based training for both user and administrator implementation
2. Offeror will provide a separate line-item quote for on-site training, per eight hour training sessions, for both user and administrator implementation.

P. Databases

1. Offeror will input/incorporate Yakima provided databases, including but not limited to 911/Entrado land line numbers, and any other databases provided by Yakima during the first thirty days of the contract, at no additional charge to the quoted price.
2. Does the proposed cost include an Offeror-provided database of residential, business, and cellular data for Yakima County?
3. Explain how the proposed solution will keep our database up-to-date, and describe any associated costs in the pricing section.
4. How does the proposed system handle duplicate records?
5. Describe the Offeror's process for removing inactive phone numbers from the database
6. How does the Offeror ensure that contact data is protected from resale, public records requests, and other exploitations?
7. Describe how the system restricts some or all of the 911 data from specific users or calls
8. Describe the proposer's support in encouraging community enrollment and notifying residents of system features following implementation

Q. Ipaws messaging tool

1. Is your company IPAWS compliant and registered with FEMA?

2. Does the system have a tool for launching FEMA IPAWS messages?
3. Describe the system's ability to launch messages to EAS, WEA, NWEM, and COG to COG in a single request.
4. Does the system display a message verification response from the IPAWS aggregator once a call is delivered? Please describe.
5. Is the proposed IPAWS tool within the proposed solution or provided as separate software?

R. Automated severe weather notification

1. The proposed system must be capable of delivering unlimited automated voice messages to the community for select warnings issued by the National Weather Service. Describe every step in the proposer's process for delivering automated weather alerts to the public.
2. Describe the system's ability to launch select automated weather warning calls based on the lat-long polygon issued by the National Weather Service and not using county or FIPS codes.
3. Can residents indicate which types of weather notifications they receive (e.g., tornado, flash flood, and/or severe thunderstorm warnings)?

S. Spillman CAD system interface

1. Suncomm, Yakima City/County's 911 PSAP, uses the Spillman CAD system
2. Interfacing the notification system with Spillman, reducing the number of steps to generate a notification, is a criteria in this selection.
3. Preference will be given to any vendor who has developed a working API interface with the Spillman CAD system, allowing information to be automatically read and integrated into the notification system, with the resulting objective of simplifying the notification process.

T. Maintenance

1. The Contractor will enter into a software maintenance services agreement with the County that will enable the software system to perform in accordance with this agreement, the RFP, the Contractor's response to RFP, and other identified documentation, including amendments or addenda that may be issued from time to time.
2. The Contractor will describe the level of user involvement required for system maintenance.
3. During the term of this maintenance agreement, Contractor will provide, at a minimum, the following software maintenance services:
 - (1) All new releases of the software product(s)
 - (2) All software system modifications, updates and revision
 - (3) All software system improvements
 - (4) All functional problem resolutions to the software product(s)
 - (5) All software documentation modifications, updates and revisions
 - (6) All software system modifications in support of changes in the County's operating system

U. Support warranty

1. Contractor shall state terms and conditions of guarantee/warranty. Each unit shall carry full factory and/or manufacturer's warranty.

2. All configurations must be covered by a minimum manufacturer's warranty of one (1) year parts and labor. Pricing proposed for maintenance/annual support contracts shall be valid for an additional four (4) years from when the manufacturer's warranty expires.
3. Contractor will provide manufacturer certification that manufacturer will make available original hardware manufacturer replacement parts, or the County approved equivalent, for a minimum of five (5) years from the date of the purchase made from the contract.
4. Describe the terms and conditions for any Title, Merchantability and Fitness Warranty, One-Year Express Warranty, Virus Warranty, and/or Maintenance Warranty.

VI. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 9 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

B. Total Project Cost

Proposer must provide a total project cost to include all requisite services, materials, work products and ancillary expenses.

C. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

1. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.
2. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in proposal documents and contracts or agreements.
3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days.
4. Multiple options based on usage options/levels.
5. Itemized change in pricing due to additional resident opt-in, significant changes in population, etc.

D. Price Clarifications

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

VII. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Sample Contract" for specific Terms and Conditions. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

B. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Owner shall be the sole judge of equivalency. Proposers are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal.

D. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

E. Quality

Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Owner.

F. Quantities

The quantities shown on this request are based on estimated needs. The Owner reserves the right to increase or decrease quantities to meet actual needs

G. Delivery

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials or service shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

H. Other Owner Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other Owner departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

I. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk's office on or before the date and time that the proposal is due.

J. Payment Terms and Invoicing

Payment for the products and services to be provided under this agreement shall occur upon issuance of a letter of completion and final acceptance by the County of the product milestones.

The County will document any items in non-compliance within 30 days of startup. Should no letter of non-compliance be issued, the product milestone will be deemed accepted.

Final acceptance means the date, as determined by the County, that the software product and software documentation for each project phase/milestone has been delivered, placed in operation, tested by the county, and have provided full functionality for a period of at least 60 calendar days.

All payments shall be made in U.S. Dollars within forty-five (45) days of invoice, so long as the County has accepted and approved the products and services listed on the invoice.

A good faith dispute creates an exception to prompt payment.

K. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

L. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION
Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified

exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

VIII. SAMPLE CONTRACT



AGREEMENT

YAKIMA COUNTY

RFP C11502-P

Emergency/Alerting Notification System (ENS)

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, herein referred to as the "County" whose address is 128 N 2nd Street, Yakima, Washington, 98903 and _____, who will be the primary contractor and whose address is _____ hereinafter referred to as the "Contractor".

A. PURPOSE

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. The Contractor shall do all work necessary for providing the products and performing the service in accordance with and as described in the attached RFP document C11502-P, which are by this reference incorporated herein and made a part hereof.

2. The County agrees to pay for the service as set forth in the RFP documents at the time and in the manner and upon the conditions provided.

B. THE CONTRACT DOCUMENTS

This Agreement, the Request for Proposals, Scope of Work, Software Assurance Guarantee Letter, conditions, addenda and modifications and the Contractor's proposal, including the Software License Agreement (to the extent consistent with the County's documents) constitute the Contract Documents and are complementary. In the case of inconsistencies or disputes amongst these documents, the County's terms and conditions will control in all instances.

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

C. VALIDITY

If any term or condition of this Agreement 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.

D. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County employees.

E. NONDISCRIMINATION

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, pregnancy, veteran status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, the County may terminate this Agreement immediately and bar the Contractor from performing services for the County in the future.

F. ASSIGNMENT

The awarded Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County.

G. RESPONSIBILITIES

Contractor will provide the software product(s), other products, support provide implementation and other services as negotiated with the County in the final contract. These software products, other products, support and services shall be accompanied by the software documentation and include program specifications that describe the program setup, operation, and maintenance.

H. TERMINATION

1. Contractor's Right to Terminate

The Contractor may terminate this agreement if the County fails to make timely payment as provided in this agreement, so long as the Contractor has first provided the County with written notice of that default and the default has not been corrected within thirty (30) calendar days from the date of receipt of Contractor's written notice of default.

2. County's Right to Terminate

This agreement and the license granted hereunder may be terminated by the County if the Contractor is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from the County. For the purposes of this Section 15.1, "default" shall include, without limitation, any failure to abide by the terms or conditions of this agreement including the Yakima County's RFP and Contractor's response to RFP, together with any of the instances of the following:

3. Contractor defaults on any of the terms of its contract with the County;
4. Contractor ceases its ongoing business operations;
5. Contractor stops maintenance support ;
6. Contractor fails to perform the contract in a timely fashion;
7. Contractor suffers any act of insolvency; or
8. Contractor fails to maintain technical staff capable of supporting or modifying the system.

B. Termination for Convenience

The County may terminate this agreement, including all related agreements (e.g. maintenance agreements, etc.) in whole, or from time to time in part, whenever the Contractor is prevented from proceeding with the project work by reason of a preliminary, special, or permanent restraining order from a court of competent jurisdiction where the issuance of such restraining order is primarily caused by either acts or omissions of the Contractor or by acts or omissions of persons or Agencies other than the Contractor. Additionally, the County may also terminate this agreement in whole or in part if the County's Board of Commissioners determines that termination is in the best interests of the County.

I. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its agents, employees, authorized volunteers; elected and appointed officials, from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement. The contractor's insurance is primary and noncontributory to the insurance held by the County.

Except for liability that is solely the fault of the County, its officials, officers, employees, agents, and assigns (each of the foregoing hereafter referred to individually as the "Indemnified Party"), Contractor agrees to defend, indemnify and hold harmless the Indemnified Party from and against any and all third party claims, actions, losses, liabilities, judgments, awards and costs (including attorney fees and legal expenses) arising out of or in connection with the negligence of the Contractor in the performance of this agreement including, without limitation, the infringement or violation of any third party's trade secrets, proprietary information, trademark, copyright, patent right or other proprietary right. Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the County gives the Contractor prompt notice of any such claim of which it learns. No settlement that prevents the County from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without the County's prior written consent. In all events, the County shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

This indemnification is limited to the software products, other products and software documentation delivered to the County or as modified by the Contractor and does not cover third party claims arising from modifications not authorized by the Contractor. This indemnification shall also survive the expiration or termination of this agreement.

Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement

J. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is understood and agreed that this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance.

Any action at law, suit in equity, or other judicial proceeding from the enforcement or breach of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Yakima County, Yakima, Washington.

K. CLAIMS

Any claim for damages incurred by either party resulting from breach of this agreement by the other party shall survive termination. The remedies provided herein shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to Contractor shall impair or affect its right to exercise the same.

L. ATTORNEYS' FEES

Subject to the indemnification and limitation of the Contractor's liability provisions set forth in this agreement; if any action or suit is brought with respect to a matter or matters covered by this agreement, each party shall be responsible for its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

M. SECURITY

While on any County's premises, Contractor, its agents, employees or Subcontractors shall confirm in all respects with any and all of County's physical, fire, safety and security regulations.

N. PRODUCT FUNCTIONALITY

1. Functionality

The Contractor’s software application shall provide the following functionality:

- I. Functionality documented in the Contractor’s response to RFP.
- II. Functionality documented in any amendments to Contractor’s response to RFP.
- III. Functionality demonstrated during the product demonstrations as described in County’s RFP.
- IV. Functionality documented in the Contractor's software documentation.
- V. Functionality documented as part of this contract.

2. Altering Functionality

In the course of updating or enhancing the software application, the Contractor may alter an application’s functionality. However, the Contractor shall not eliminate or substantially alter any software functionality promised under this agreement without the express written permission of the County.

O. TIMELY SERVICE AND CORRECTIONS

1. Timely and Professional Service

Contractor services shall be performed in a timely and professional manner. Contractor further represents that the services furnished under this agreement will be performed in accordance with industry practices in effect at the time those services are performed.

2. Defects Corrections

Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Contractor will correct all defects to the extent those defects originate from the acts or omissions of Contractor's products or personnel.

P. LICENSES, ADDITIONAL LICENSES, AND LICENSE FEES

Any software license provided under this agreement shall be guaranteed in perpetuity to the County. If the County increases the number of concurrent users until the expiration of the warranty period, customer will pay additional license fees at the same rate as the initial license fees. Thereafter, any increase in license fees will not exceed three percent (3%) per year.

Q. PAYMENT

Payment for the products and services to be provided under this agreement shall occur upon issuance of a letter of completion and final acceptance by the County of the product milestones.

The County will document any items in non-compliance within 30 days of startup. Should no letter of non-compliance is issued, the product milestone will be deemed accepted.

Final acceptance means the date, as determined by the County, that the software product and software documentation for each project phase/milestone has been delivered, placed in operation, tested by the county, and have provided full functionality for a period of at least 60 calendar days.

All payments shall be made in U.S. Dollars within forty-five (45) days of invoice, so long as the County has accepted and approved the products and services listed on the invoice.

R. EFFECTIVE DATE OF CONTRACT

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal. The County may, at its option, extend the contract on an annual basis, subject to a successful price agreement, if it is in the best interest of the County.

(Emergency/Alerting Notification System C11502-P)

DONE this _____ day of _____ 2015

CONTRACTOR

Signature

Signer's name printed or typed

Date

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
Constituting the Board of County Commissioners

Attest: Tiera L. Girard
Clerk of the Board
for Yakima County, Washington

Approved as to form:

Deputy Prosecuting Attorney

IX. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this RFP. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Published List Prices

If applicable, a copy of your published list prices shall be included in the Proposal package. Each Proposer shall bid a percentage discount based on this published list in the space provided on the Price /Cost Sheet.

It is understood that the discount quoted on this Proposal shall be based on the attached published list price and these shall be the prices paid during the life of the contract.

B. Software Assurance:

X. ADDITIONAL TERMS FOR COUNTY FEDERAL GRANT FUNDED RFP'S

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this RFP. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

A. Definitions:

The words and phrases listed below, as used in the Contract, shall have the following definitions:

1. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
2. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
3. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
4. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>

B. Circulars "COMPLIANCE MATRIX":

The following compliance matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

C. Disputes:

A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.

D. Indemnification, Defense, and Hold Harmless:

To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor’s performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor’s performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.

E. Order of Precedence:

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

1. Applicable federal and State of Washington statutes and regulations;
2. Special Terms and Conditions of this Contract;
3. This Contract.

F. Subrecipients:

1. General: If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
2. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than simplified acquisition threshold).
3. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
4. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
5. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
6. Notice of awarding agency requirements and regulations pertaining to reporting.
7. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
8. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
9. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
11. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
12. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
13. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

14. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
15. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
16. Incorporate OMS Circular A-133 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
17. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
18. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
19. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

G. Single Audit Act Compliance:

If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

1. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."

H. Overpayments:

If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions.

PROPOSER QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, my result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

**PROPOSER
QUESTIONNAIRE**

Page 2 of 4

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

**PROPOSER
QUESTIONNAIRE**

Page 3 of 4

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: _____ No: _____

Please explain _____

- Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: _____ No: _____

Please explain _____

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county? Yes: _____ No: _____

Please explain _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

Please explain _____

BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

PROPOSER REFERENCES

Provide at least five (5) city and/or county references that currently use the proposed system. Preferably, at least three (3) references should be within the state of Washington.

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience, years using system, and population

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience, years using system, and population

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience, years using system, and population

4) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience, years using system, and population

5) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience, years using system, and population

6. Provide a minimum of two (2) non-testing instances where the proposed system has been effectively used to complete a high volume of calls for emergency situations in a community of a similar size.

7. Has the proposer ever launched a minimum of one million calls within a single day for city and/or county clients? Provide a detailed case study to verify experience

REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

- A. Signature Sheet P.2**
- B. All proposal elements as described in section III. P. 10**
- C. Technical Response P. 15-22**
- D. Proposer Questionnaire P. 39**
- E. Proposer References P. 43**