

PIERCE TRANSIT  
REQUEST FOR PROPOSALS  
FOR  
MICROSOFT UNIFIED COMMUNICATION (UC) INTEGRATION SERVICES  
SPECIFICATIONS NO. PT-34-12

Issued: July 25, 2012

Pre-Proposal Conference: August 10, 2012

Final Questions Due: August 17, 2012

Proposal Due Date: August 24, 2012, 4:00 p.m.

**Proposals to be submitted to:  
Brenda Lacey, Purchasing Agent**

**If mailed:**

**PIERCE TRANSIT  
PO Box 99070  
Lakewood, WA 98496-0070**

**If delivered:**

**PIERCE TRANSIT  
1<sup>st</sup> Floor Receptionist  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98499**

**REQUEST FOR PROPOSALS**  
**for**  
**MICROSOFT UNIFIED COMMUNICATION INTEGRATION SERVICES**  
**SPECIFICATION NO. PT-34-12**

Pierce Transit is a municipal corporation with administrative offices located at 3701 96th Street SW, Lakewood, Washington 98499. Proposals are being solicited from qualified firms to provide Microsoft Unified Communication (UC) Integration Services to Pierce Transit. Copies of the Request for Proposals may be obtained by contacting Brenda Lacey, Purchasing Agent, at (253) 581-8129 or [www.piercetransit.org/purchasing.htm](http://www.piercetransit.org/purchasing.htm).

A pre-proposal conference will be conducted on August 10, 2012 at 9:00 a.m. at Pierce Transit's Training Facility, 3720 96<sup>th</sup> Street SW, Lakewood, WA 98499-0070. Prospective proposers are encouraged to attend.

Proposals will be accepted by Pierce Transit until 4:00 p.m., August 24, 2012 and must be addressed to Brenda Lacey, Purchasing Agent, Pierce Transit, 3701 96th Street SW, Lakewood, WA 98499 or P.O. Box 99070, Lakewood, WA 98496-0070. Proposals submitted after that time will not be accepted and will be returned to the proposer without consideration.

**PIERCE TRANSIT**  
Brenda Lacey  
Purchasing Agent

# MICROSOFT UNIFIED COMMUNICATION INTEGRATION SERVICES SPECIFICATION NO. PT-34-12

## **1.0 BACKGROUND**

Founded in 1979, Pierce Transit is a nationally recognized leader in the transportation industry, serving Pierce County's 767,000 residents in a 414 square mile area. As Washington's second largest transit agency, Pierce Transit provides more than 29,741 trips a day to jobs, schools, doctors' offices, and every place in between. Pierce Transit has piloted Microsoft Lync 2010 and Exchange 2010 Unified Messaging (UM) and found that 38 of 39 users enthusiastically endorsed using Lync and UM as a replacement for the aging Nortel phone and Call Pilot voicemail systems. Pierce Transit has decided they would like to replace their existing Nortel system and Lync/Unified Messaging pilot deployment in favor of a new production-ready system with full high availability.

Pierce Transit is a 24/7 operation that operates with many of the county's first responders. It is imperative to have a system design that incorporates that criticality in voice service.

Pierce Transit will provide hardware, software licensing, and will prepare some of the systems themselves relying on the service provider to assist with configuration requirements.

## **2.0 FUNCTIONAL REQUIREMENTS**

The proposed system must be capable of providing the following:

- Lync Client softphone and desk phone calling to and from the PSTN showing CallerID for in state and out of state calls, extensions/phone numbers for all callers
- Lync Instant Messaging, voice, video, and web conferencing for Pierce Transit's 350 - 1000 users
- Secure access to Lync for both internal and internet users without a Virtual Private Network (VPN)
- Internet users to join web conferences, audio and video
- Non-domain Pierce Transit users to join Lync web conferences with audio and video
- Exchange 2010 Unified Messaging (already implemented)
- Ability to schedule conferences in Outlook 2007/2010 and to use the Outlook UM Play on Phone feature
- Confirm Exchange UM Subscriber Voice Access is programmed correctly.
- PSTN callers to dial in to voice conferences, and for Lync users to dial out to Public Switched Network (PSTN) phones from conference calls
- High availability for all critical services for internal and Internet users
- Develop a complete enterprise voice dial plan, call usages/policies and call routing to service all local, intrastate toll, long distance, and international PSTN calls
- Pierce Transit will add users and deploy devices.

- Deploy and train system administrators and help desk for the following features including written reference guide:
  - Response Group Service
  - Call Parking
  - Team Ring
  - Simulring
  - Delegation
  - Attendant Console
  - Dial Plan
- Monitor all calls and conferences for call quality and save Call Detail Records
- Lync Mobility for iOS, Android, Windows Mobile phones (5 Devices)
- Migration of users from the Lync pilot and Nortel phones to Lync clients, phones and endpoints
- Training for system administrators to use default Monitoring Reports and to use SQL Reporting to export data and pull reports
- 30 days of 8am to 5pm post-project support available to Pierce Transit system administrators and help desk personnel

The service provider will be responsible for assisting Pierce Transit system administrators in configuring existing devices to be used in this project including:

- AudioCodes Mediant 1000 voice gateway
- Analog paging systems in three buildings
- F5 BIG-IP LTM 3600 load balancer for load balancing the Lync front end and edge servers
- SAN storage system with 500 GB of available space for the SQL instance
- Cisco ASA 5510 firewall
- Concord Fax Solution
- Audio Codes or Enable E911 - E911 Solution (Provider has not been finalized)
- Audio Codes SmartTap voice recording solution.

As part of the response, the service provider must provide:

- A detailed design of servers and services to be deployed;
- List all software licensing requirements;
- List all virtual server requirements;
- List all preparation requirements for Pierce Transit system administrators;
- A Project Manager to manage the project, conduct weekly status calls and provide status reports;
- Testing and validation to show that all required functions are working properly;
- Document the system as built
- 30 days of post-project help desk support

The service provider will furnish the following:

- Three government references for Lync and Exchange UM deployments
- Insurance, other legal requirements.

## Deliverables

1. Detail Design Schematic
2. Detailed Plan for all phases of implementation of the solution (As built)

### Design Plan

Vendors' responses must include services and hardware recommendations necessary to implement this system. Vendors should discuss the product(s) which enable this functionality and the complexity of configuring, programming, and integrating the solution in sufficient detail and with adequate documented resources for the staff to successfully implement the solution.

All hardware (servers), software (OS, MS Lync), licensing will be purchased separate from this RFP through Pierce Transit Procurement processes. However if vendor feels additional hardware/software is required for their design it must be listed within this RFP with part numbers and MSRP pricing.

### Overall System Architecture

Pierce Transit is seeking to implement Microsoft Lync 2010 that provides Enterprise Presence, Instant Messaging, Chat, Group Chat, Enterprise Voice, audio/video/web conferencing, application integration, and mobility utilizing a single software client that supports all communication types.

Quality of Services (QOS) has already been implemented on the Cisco client switches. Pierce Transit would like the information for communication sessions, usage, and quality of experience to be captured and stored in a database. System-wide monitoring and alerts are also to be provided.

Each vendor must provide a high level architecture diagram with overview that includes all major hardware components of their solution. Pierce Transit will place an order for SIP trunking prior to engagement of consulting.

Include POC Design and existing number of analog lines etc., site circuits/size

### Analog lines

Elevator and alarm lines will be converted to plain old telephone service (POTS) lines prior to implementation. 8 ports should be added to gateway for existing analog lines.

### Business Continuity

Pierce Transit currently maintains a hot site at one of our radio towers to assist with business continuity and disaster recovery. There is private line fiber 100mb connection between headquarters and the tower site.

### Automated Attendant/Voice Menus

Pierce Transit will be reducing the number of lines currently in use and advertised to the public. We are seeking to create an auto attendant for the main local number and 800 number that also integrates to the Aspect Call Center. We currently use Muzak for music on hold with tape and will convert to a digital format for recordings once Lync is operational. The auto attendant will also need to utilize time of day options for different departments.

#### Automatic Call Distribution (ACD)

Pierce Transit currently owns the Aspect Call Center application that will route ACD calls for the Paratransit and Fixed route customer service centers. This application is already programmed and will need to be reconfigured by PT staff to match final numbers used in Auto Attendant. Minimal assistance from the contractor will be needed.

#### Multi Media Contact Handling

Pierce Transit will be integrating Concords Technologies fax solution within the UC environment.

#### Call/Session Recording

Pierce Transit will be moving from NICE voice recordings to Audio Codes voice recording system. Experience

Pierce Transit is a 24/7 operation with the administrative office operating Monday-Friday 8:00 a.m.-5:00 p.m., Paratransit Customer Service 6:00 a.m. to 7:30 p.m., and Fixed Route Customer Service operating from 6:30 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday. Pierce Transit would like to keep the experience of a receptionist available to customers during administrative hours.

#### Reporting Capabilities

Pierce Transit previously had the capability to track calls and generate reports of usage and duration. This capability required a separate dedicated pc running proprietary call accounting software and printer. This system will be eliminated within the transition. We desire the use of SQL Reporting Services in its place to generate those reports that are not part of the standard system reports.

#### Unified Messaging

Pierce Transit's POC utilized Exchange Server 2010 and Outlook 2007/2010.

#### Instant Messaging

Pierce Transit would like to utilize MS Lync chat and group chat features restricted to in house only.

#### Video Calling

Video was not a large portion within the POC but Pierce Transit would like the feature enabled and calculated in bandwidth for a small group of individual users but more so within our training room where future expansion growth is being planned for a new audio visual system.

#### Audio Conferencing

Pierce Transit currently utilizes a hosted conference solution that is paid for by the minute. Pierce Transit assumes with the implementation of MS Lync that this function will be assumed within that role for scheduled meetings and ad-hoc meetings for both VOIP capability and dial in for multiple meetings occurring at the same time.

#### Audio, Video, Web Conferencing/Collaboration

The proposed solution must have the ability to provide simultaneous shared communication between 2-500 parties with a combination of the following: voice communication, video communication, web collaboration via presentation of documents, applications and desktops; web collaboration via joint editing/control of the three; and whiteboard with capability to cut/paste content of any type.

The features must integrate with existing in-house Microsoft software, standards-based video conferencing systems, as well as mobile devices. The information must have the ability to be recorded and archived, with activity logged for billing/usage analysis. Recordings must also have the ability to be replayed for training purposes.

#### Remote-Worker Flexibility

Pierce Transit has been considering remote-working opportunities in order to provide a better work-life balance for its employees or support within an emergency situation. The proposed solution must provide the ability to connect from outside the office from anywhere using a PC and internet connection. Mobile smartphone users must have the global address list (GAL), contacts, instant messaging support, as well as join scheduled conference. Also, calls or audio conference must be able to be transferred without disrupting conversations. Simultaneous ring on multiple phones is also a desired feature.

#### Mobile Connectivity

Pierce Transit would like to test Mobile Lync client on 5 phones.

#### Telecommunication Requirements

##### Client End Points

Pierce Transit will procure Polycom C600 handsets, Plantronics Savi 440 headsets, Polycom CX3000, and some wired USB headsets.

##### Call Features

Restrict international/900/976 calls on a system wide basis while still having the ability to provide an override to that restriction for a few key extensions.

Provide Caller ID to each extension for inbound calls.

Outbound Caller ID to be DID or main number based on user.

Controlling the granularity of user control of call forwarding – all calls/busy/no answer

##### Security

The transition from a dedicated PBX to a VoIP solution now exposes Pierce Transit's voice communications to many of the same vulnerabilities as the PC and Internet-based systems. Given this, Pierce Transit is looking for the vendor to provide an overview of the embedded security features within its product, along with best practices Pierce Transit should follow in its network configuration.

##### Disaster Recovery Configuration

Pierce Transit would like to utilize the virtual servers and design the system to utilize the Purdy tower site for disaster recovery.

##### Existing Nortel Equipment

Pierce Transit must continue with "business as usual" during the implementation of the new Unified Communications Solution. The master plan must contain all the tasks necessary for the office to work with as little impact as possible in day to day routine.

#### Computer Systems/Network Infrastructure Compatibility

Proposed solution shall fit within Pierce Transits existing technical infrastructure as described below.

Servers will be on VMware VSphere virtual platform with Cisco UCS hardware host;  
Server software - Microsoft Windows Server 2008 R2;  
Client Environment – mix of Windows 7/Windows XP and Office 2007/2010 and internet Explorer 8/9;  
Database – Microsoft SQL 2008 R2 Cluster;  
Network Environment – Cisco Nexus 7018 Core with Cisco 2975 client switches.

#### Implementation Consulting Services

The broad scope of this project requires skilled professional services that have implemented projects of this scope and larger in past engagements. Pierce Transit wishes to garner the vendor's experiences in determining the overall implementation strategy.

#### Training Services

Training/knowledge transfer of administrators will be a critical part of this project in order to achieve a successful implementation and ensure ongoing adoption. Dial plan is a key feature in this training.

Pierce Transit would also like a knowledge transfer/training with our SQL developer on utilizing SQL reporting services to create custom reports that are not available with the default reports for call detail and other tables available.

Pierce Transit has not determined if they will train end users with train the trainer or have the consultant do training. Please provide an optional price quote for 7 classes of up to 50 users open training no hands on with maximum of 2 hours.

#### Support Services

Pierce Transit requests additional 30 days of support after implementation to answer questions on problems found or implementation issues.

#### Business Profile

How many businesses are you providing products and services to similar in size and scope to Pierce Transit's requirements, discussing specifics on a few key projects?

Provide three government references where you have successfully implemented the requested solution. Describe any project related awards/recognition your company has received.

Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

### **PRICING**

Proposed prices shall be quoted in United States dollars and shall include all royalties, license fees, governmental charges as applicable, and the cost of delivery (F.O.B.) to Pierce Transit, 3701 96th St. SW, Lakewood, WA 98499-4431.

Taxes: Prices shall not include any allowance for Washington State Sales Tax or Federal Excise Tax. Any State sales/use tax, import revenues, or other taxes, which are not or which may hereafter be imposed by Congress, a State, or any political subdivision hereof and applicable to the sale or material delivered as a result of this RFP, and which by the terms of the tax law must be passed directly to Pierce



Transit, will be paid by Pierce Transit from invoice. Pierce Transit is exempt from payment of Federal Excise Tax.

No adjustments will be made in the amount to be paid by Pierce Transit under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

### **3. PROPOSAL SUBMITTAL AND SELECTION PROCESS**

#### **A. SUBMITTAL OF PROPOSALS**

One (1) original and four (4) copies of the proposal must be furnished to Pierce Transit and addressed to:

Brenda Lacey  
Purchasing Agent  
PIERCE TRANSIT  
P.O. Box 99070  
Lakewood, WA 98499-0070

Proposals are due at PIERCE TRANSIT by 4 p.m. Pacific Time on August 24, 2012. Proposals received after that time will not be considered. It is the proposer's responsibility to ensure that submittals are received on time. Questions regarding this RFP should be directed to Brenda Lacey at (253) 581-8129, fax (253) 581-8075 or e-mail: [blacey@piercetransit.org](mailto:blacey@piercetransit.org).

Proposals shall be valid for ninety (90) calendar days and may be extended upon mutual agreement by both parties.

#### **B. PROPOSAL CONTENT REQUIREMENTS**

1. A summary of firm's qualifications and experience as they relate to the duties and qualifications contained herein.
2. Business Profile
  - a. How many businesses are you providing products and services to similar in size and scope to Pierce Transit's requirements, discussing specifics on a few key projects?
  - b. Provide three government references where you have successfully implemented the requested solution, include contact name and telephone numbers.
  - c. Describe any project related awards/recognition your company has received.
  - d. Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.
3. A description of your firm's proposed approach to this project, including project timeline/schedule.
4. Detailed resumes and references regarding the experience of the personnel and subcontractors, if any, who will be assigned to the project. A description of efforts made to achieve Disadvantaged Business Enterprise participation.
5. Responses must include services and hardware recommendations necessary to implement this system. Vendors should discuss the product(s) which enable the functionality described herein and

the complexity of configuring, programming, and integrating the solution in sufficient detail and with adequate documented resources for the staff to successfully implement the solution.

6. All hardware (servers), software (OS, MS Lync), licensing will be purchased separate from this RFP through Pierce Transit Procurement processes. However if vendor feels additional hardware/software is required for their design it must be listed within this RFP with part numbers and MSRP pricing.
7. Provide an overview of the embedded security features within its product, along with best practices Pierce Transit should follow in its network configuration.
8. Provide a detailed design of servers and services to be deployed  
Detail Design Schematic  
List all software licensing requirements  
List all virtual server requirements  
List all preparation requirements for Pierce Transit system administrators  
A Project Manager to manage the project, conduct weekly status calls and provide status reports.  
Testing and validation to show that all required functions are working properly  
Document the system as built  
30 days of post-project help desk support

9. Training and Manuals

Provide a description of administrator and help desk training and samples of printed reference guides.

Provide a description of optional no hands user training with a maximum length of 2 hours.

Describe any training manuals that you offer for the software program and provide pricing.

11. Support and Ongoing Maintenance

Describe the initial 30-day technical support and maintenance that you offer. Include the time-line, terms and limitations of such support.

12. **PRICING:**

Provide fixed pricing for the the work required including a detailed description of limitations.

Provide hourly rate for extra work, if needed and/or requested by Pierce transit.

Provide optional price quote for 7 classes of up to 50 users open training no hands on with maximum of 2 hours.

13. **FORMS:** Complete all forms attached.

## **C. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **a. EVALUATION CRITERIA**

Proposals will be evaluated according to the following criteria. They are listed in the order of importance:

- Specialized Experience, Technical Competence and Past Performance
  - Similar projects worked on in the past in size and complexity
  
- Past Record of Performance
  - Past performance on contracts with Pierce Transit, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, efforts made to achieve Disadvantaged Business Enterprise participation (DBE), and other management and attitudinal considerations.
  
- Proposed Cost
  - Lump sum figure for completion of the project scope of work and deliverables;
  - Fee schedule for additional work (if required).
  
- Approach to Work
  - Philosophy and approach to accomplish the scope of work.

### **b. SELECTION PROCEDURES:**

Proposals will be evaluated by Pierce Transit to determine which proposal, if any, should be accepted in the best interest of Pierce Transit. Pierce Transit at its sole discretion reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.

Proposals will not be publicly opened and will be kept strictly confidential.

All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other proposers.

An evaluation team shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal, which clearly is the most advantageous offer and is in the best interest of Pierce Transit. If so, Pierce Transit may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require Pierce Transit to award a contract to the lowest cost proposer.

As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range. The competitive range will depend upon the results of the rankings. It may be a clustering of proposals having scores close to one another but widely separated from the others or it may be those proposals which attain scores exceeding a certain threshold.

Proposers falling within the competitive range may be invited to participate in meetings and discussions. Each may be invited for an interview with the Evaluation Committee to discuss all aspects of the proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or reduce the price, question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of Pierce Transit. No information, cost or otherwise, will be provided to any proposer about any competitive proposer's proposal. The meeting discussions will provide guidance to the proposer on how it may adjust its proposal to better fulfill the needs and requirements of Pierce Transit.

Proposers will not be given any indication of a price they must meet to gain further consideration. Proposers will not be told of their rankings among other proposers. After proposals are received, information regarding the number and identity to the proposers who are in the competitive range and who are participating in the interviews will not be made available to any of the proposers, the public or anyone else who is not required to know.

Following the interviews, no information will be discussed with the competitors or anyone outside the Evaluation Committee. After all interviews have been completed, Pierce Transit may ask for Best and Final Offers. In this event, each of the proposers in the competitive range will be afforded the opportunity to amend their Proposals and submit their Best and Final Offers. The latter will then be evaluated and the ranking adjusted as needed. The proposer, whose proposal is in the best interest of Pierce Transit, will be recommended to the Pierce Transit Board of Commissioners for award.

**c. LIMITATION AND AWARD**

The RFP release and subsequent proposals does not commit PIERCE TRANSIT to award a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. PIERCE TRANSIT reserves the right to waive irregularities and informalities, to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, and to cancel all or part of this RFP.

**d. SELECTION COMMITTEE AND TENTATIVE SCHEDULE OF SELECTION PROCESS**

The selection committee consisting of PIERCE TRANSIT representatives will review the proposals, interview the vendors submitting the most favorable proposals, if needed, and recommend a vendor for award of a contract. Following are tentative dates of scheduled activities:

July 24, 2012	RFP Released
August 10, 2012 at 9:00 a.m.	Pre-Proposal Conference
August 17, 2012	Final Questions due
August 24, 2012	Proposals due at Pierce Transit by 4:00 p.m.
Week of Aug 27, 2012	Proposal Review by Evaluation Committee
Week of Sep 4, 2012	Interviews
Sep 10, 2012	Contract Award

Pierce Transit reserves the right to change the above schedule as needed. Prospective proposers will be notified by formal addendum of any date changes that affect activity up to and including the proposal due date.

## **4.INFORMATION FOR PROPOSERS**

### **DISADVANTAGED BUSINESS ENTERPRISES**

PIERCE TRANSIT maintains a strong commitment for maximum utilization of disadvantaged and woman-owned business. Disadvantaged Business Enterprises are encouraged to apply. Potential contractors shall make good faith efforts to cooperate with PIERCE TRANSIT's commitment and goals and shall be prepared to document their good faith efforts in support of PIERCE TRANSIT's goals and objects as defined by the Disadvantaged Business Program of the Agency.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Firms must comply with PIERCE TRANSIT's requirements for affirmative action and equal employment opportunity.

### **PROTEST AND/OR APPEAL**

Any actual or prospective proposer, including subcontractors and suppliers showing a substantial economic interest in the proposal, who is allegedly aggrieved in connection with the solicitation or award of this Contract may protest to PIERCE TRANSIT in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this Request for Proposals which are apparent prior to the date established for submission of proposals, shall be submitted to and received by PIERCE TRANSIT's Procurement Manager no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted to and received by PIERCE TRANSIT's Procurement Manager within seven (7) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered in the event all proposals are rejected. Full compliance with the procedures for filing and documenting protest shall be a condition precedent to filing any further protest with the Federal Transportation Administration (FTA) or to filing litigation.

In order to be considered, a protest shall be filed in a timely manner in writing and shall include:

1. The name and address of the protesting party;
2. The contract number and contract title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

The written protest shall be addressed to:

PIERCE TRANSIT  
Procurement Manager  
3701 96th Street SW  
P.O. Box 99070  
Lakewood, WA 98499-0070

Upon receipt of a written protest, PIERCE TRANSIT will promptly consider the protest. If any of the required information is omitted or incomplete, PIERCE TRANSIT will immediately notify the protester in writing. The missing information must then be submitted to PIERCE TRANSIT within seven (7) calendar days if the protest is to be further considered. PIERCE TRANSIT may give notice of the protest and its basis to other persons, including other bidders involved in or affected by the protest and such other persons may be given an opportunity to submit their views and relevant information

If the protest is not resolved by mutual agreement with the protester, PIERCE TRANSIT will issue a decision in writing within seven (7) calendar days after receipt of the written protest or missing information, as applicable. The decision will state the reasons for the action taken and inform the aggrieved party of its right to appeal the decision to the Vice President of Finance. A copy of the decision shall be mailed (by certified mail, return receipt requested) or otherwise promptly furnished to the protester and any other interested parties. The decision will be considered final and conclusive unless appealed to the Vice President of Finance within seven (7) business days from receipt of the decision, then the subsequent determination of the Vice President of Finance or his or her designee to be issued within seven (7) business days shall be final and conclusive. The Vice President of Finance may base his or her decision on documents already submitted as part of the protest process and/or may request additional documentation.

A proposer shall have the right to appeal to the PIERCE TRANSIT Board of Commissioners in the event that the vendor believes he/she has not received adequate remedy through the above measures. In no event shall a proposer be allowed to appeal directly to the PIERCE TRANSIT Board of Commissioners without having gone through the above steps. The proposer shall notify the Clerk of the PIERCE TRANSIT Board of Commissioners seven (7) days in advance of the next scheduled meeting in order that the matter is placed on the agenda. The PIERCE TRANSIT Board of Commissioners may uphold the decision of the staff or ask the staff to take whatever action may be necessary to remedy the matter. The decision of the Board of Commissioners shall be final and binding.

When a protest has been timely filed with PIERCE TRANSIT before contract award, PIERCE TRANSIT shall not make an award prior to seven (7) calendar days after issuing a decision on the protest, or if a protest has been filed with the Federal Transit Administration (FTA), during the pendency of the protest, unless in either situation PIERCE TRANSIT determines that:

1. The items or equipment are urgently required; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the interests of PIERCE TRANSIT or of the federal government.

Failure to comply with these protest procedures will render protest untimely and/or inadequate and result in rejection thereof by PIERCE TRANSIT. Compliance with these protest procedures shall be a condition precedent to commencement of litigation on the protest issues.

The timelines outlined above may be extended by Pierce Transit if needed. Proposers must submit a written request to Pierce Transit if an extension is desired. Pierce Transit reserves the right to accept or reject requests for extension of the protest period.

## **5. GENERAL TERMS AND CONDITIONS**

### **TAXES:**

The successful contractor shall be responsible for all applicable taxes that may result from this contract.

### **CONTRACTOR RELATIONSHIP:**

- a. The Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of Pierce Transit, and shall not be entitled to any of the usual benefits incident to employment with Pierce Transit.
- b. Any and all employees of the Contractor, while engaged in the performance of any work or service required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of Pierce Transit and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said

employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

- c. The Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Agreement, any professional or technical personnel who are, or have been at any time during the period of this Agreement, in the employ of Pierce Transit, except regularly retired employees, without written consent of Pierce Transit.

**ETHICS:**

- a. The Contractor warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, Pierce Transit shall have the right to annul this agreement without liability.
- b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- c. No member, officer, or employee of Pierce Transit or of a local public body during his tenure shall have any interest, direct or indirect, in this Agreement or its proceeds.
- d. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**AUDIT:**

Contractor shall permit the authorized representatives of Pierce Transit, the U.S. Department of Transportation and the Controller General of the United States to inspect and audit all data and records of Contractor relating to his performance under this Agreement.

**ASSIGNMENT:**

This Agreement may not be assigned or otherwise transferred by either party hereto, nor will the Contractor delegate, nor hire additional persons to perform services and duties under this Agreement, without the written consent of Pierce Transit.

**WAGE AND HOURS LAW COMPLIANCE:**

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save Pierce Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

**SOCIAL SECURITY AND OTHER TAXES:**

Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this contract and shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations.

**INSURANCE:**

- A. The Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the contractor's own work including the work of the Contractor's agents, representatives, employees, sub-Contractors or sub-contractors.
- B. Before beginning work on the project described in this Agreement, the Contractor shall provide evidence, in

the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

- 1) Business auto coverage for any auto no less than \$1,000,000 each accident limit.
  - 2) Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.
- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If Pierce Transit is required to contribute to the deductible under any of the Contractor's insurance policies, the contractor shall reimburse Pierce Transit the full amount of the deductible.
- D. Pierce Transit shall be named as a primary additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in section B. Pierce Transit reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage of suit. Pierce Transit's own insurance will be considered excess coverage in respect to Pierce Transit. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard Insurance Services Organization (ISO) separation of insureds clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that notification will be given to Pierce Transit for any cancellation, suspension or material change in the Contractor's coverage.

**INDEMNIFICATION AGREEMENT:**

Contractor shall specifically and expressly defend, indemnify, and save harmless, Pierce Transit, its officers, agents and employees at its own expense from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind in nature, including attorneys' fees and claims by the employees of the Contractor arising out of and in connection with or incident to the work of this contract provided that if such suits, claims, actions, losses, costs, penalties, and damages are caused by or result from the concurrent negligence of the Contractor and Pierce Transit, then this indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence. Further, Contractor shall not be required to hold Pierce Transit harmless or defend Pierce Transit, its officers, agents, and employees from any and all suits, claims, actions, losses, costs, penalties, and damages arising from the sole negligence of Pierce Transit, its officers, agents, and employees. This indemnification obligation shall include, but is not limited to, all claims against PIERCE TRANSIT by an employee or former employee of the Contractor.

The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the Contractor and Pierce Transit, with respect to each other only, waive and will not assert against each other, any immunity under the Industrial Act (RCW Title 51). This waiver is limited to actions by and between the Contractor and Pierce Transit only and does not extend to the employees of either party. The Contractor and Pierce Transit expressly do not waive their immunity against claims brought by their own employees.

**CONTENT AND UNDERSTANDING:**

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.

**ATTORNEYS' FEES:**

If Pierce Transit brings any action or suit relating to the enforcement of this Agreement or asking for any relief against Contractor, declaratory or otherwise, arising out of this Agreement or if Contractor brings any action or suit against Pierce Transit, declaratory or otherwise, arising out of this Agreement, then the prevailing party in



any of these events shall be paid reasonable attorneys' fees and costs and expenses expended or incurred in connection with any such suit or action.

**NOTICES:**

Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Agreement. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

**CHANGES:**

No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties hereto.

**GOVERNING LAW AND VENUE:**

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington. Pierce County shall be the venue for any legal action.

**SEVERABILITY:**

If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

**TERMINATION OF CONTRACT**

**A. Termination for Convenience:**

Pierce Transit for its convenience may terminate this contract, in whole or in part, at any time by written notice to the contractor. After receipt of a Notice of Termination, and except as directed by the Pierce Transit, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to Pierce Transit, the Contractor will account for the same and dispose of it in the manner Pierce Transit directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations.

**B. Termination for Default:**

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other material provisions of the contract, Pierce Transit may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination on the Contractor, setting forth the manner in which the Contractor is in default and the effective date of termination. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to Pierce Transit caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations. If the Contractor has any property in its possession belonging to Pierce Transit, the Contractor will account for the same and dispose of it in the manner Pierce Transit directs.

If the contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be determined in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract. The termination of this contract shall in no way relieve the Contractor from any of its obligations under this contract nor limit the rights and remedies of Pierce Transit hereunder in any manner.

If it is later determined by PIERCE TRANSIT that the Contract had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of are beyond the control of the Contractor, PIERCE TRANSIT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

PIERCE TRANSIT in its sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen (14) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to PIERCE TRANSIT's satisfaction the breach or default or any of the terms, covenants, or conditions of the Contract within fourteen (14) calendar days after receipt by Contractor or written notice from PIERCE TRANSIT setting forth the nature of said breach or default, PIERCE TRANSIT shall have the right to terminate the Contract with a written 30-day cancellation notice without any further obligation to Contractor. Any such termination for default shall not in any way operation to preclude PIERCE TRANSIT from also pursuing all available remedies against Contractor and its sureties for said breach of default.

In the event that PIERCE TRANSIT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by PIERCE TRANSIT shall not limit PIERCE TRANSIT's remedies for any succeeding breach of that or of any other term, covenant or condition of the contract.

#### **CONTRACT BREACHES AND DISPUTE RESOLUTION**

Disputes: Disputes arising from the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Vice President of Finance and Administration of PIERCE TRANSIT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to PIERCE TRANSIT's Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by PIERCE TRANSIT, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PIERCE TRANSIT or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**PRICE PROPOSAL**

**AND**

**FORMS**

**PRICE PROPOSAL  
FOR  
PT-34-12, MICROSOFT UC INTEGRATION SERVICES**

**PROPOSER'S NAME:** \_\_\_\_\_

DESCRIPTION	TOTAL
<b>Fixed Price</b>	
<b>Hourly Rates for additional work as needed</b>	
<b>Training Costs</b>	

**(Additional sheets may be used as needed)**

The undersigned hereby agrees to furnish, deliver and install the above materials and/or services FOB PIERCE TRANSIT, 3701 - 96th Street SW, Lakewood, Washington 98499 within the specified time at the quoted price (which shall remain in effect ninety (90) days after the due date of Best and Final Offer) without additional shipping or packing charges.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, on his oath says that he is \_\_\_\_\_ that the bid above submitted is a genuine and not a sham or a collusive bid, or made in the interest of or on behalf of any person not herein named; and he further states that the said bidder has not directly or indirectly induced or solicited any other bidder for the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

SIGN HERE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of  
\_\_\_\_\_, residing in \_\_\_\_\_



**PIERCE TRANSIT  
AFFIDAVIT FOR COMPLIANCE**

9. OR, in lieu of the above subsections 1 - 8, shall take the following specific affirmative actions to ensure equal opportunities of employment. (If this portion is used, the statement must be specific and need not include any of the above subsections 1 - 8.)

\_\_\_\_\_

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Phone No.

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC IN AND FOR THE STATE OF)

Residing at \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Bidder, \_\_\_\_\_, (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(If the primary participant (applicant for a FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE BIDDER \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
*Signature and Title of Authorized Official*

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing in \_\_\_\_\_



## PERSONNEL INVENTORY

Prospective bidders must complete this Personnel Inventory Form each time a bid proposal is submitted to Pierce Transit in order to make bid proposals responsive to Pierce Transit's affirmative action requirements. The Personnel Inventory Form requires the signature of the company's designated EEO Officer or authorized representative.

Name of Company \_\_\_\_\_ Date \_\_\_\_\_

EEO Officer/Authorized Rep. \_\_\_\_\_ Telephone \_\_\_\_\_

Job Categories (Specify)	Total Employees		Total Minorities		Black		Asian		American Indian		Hispanic		Apprentices		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>TOTALS</b>																

Comments: \_\_\_\_\_

\_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_