



Missoula County 9-1-1, A department of MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP) PSAP 9-1-1 Phone System Replacement

INTRODUCTION

Missoula County (hereinafter referred to as “the County”) seeks to replace its existing 9-1-1 phone system with a Next Generation 9-1-1 phone system in its Public Safety Answering Point (hereafter referred to as PSAP). This project and equipment will replace the existing Sentinel Patriot system currently in use.

Schedule of Events

RFP Issue Date.....	April 1, 2015
Pre-Bid Meeting/Conference Call.....	April 20, 2015 at 5 P.M.
Deadline for Receipt of Written Questions.....	April 30, 2015 by 5 P.M.
Posting of County’s Response to Questions.....	May 5, 2015 by 5 P.M.
RFP Response Due Date.....	May 20, 2015 by 5 P.M.
Opening of Responses.....	May 21, 2015 at 4 P.M.
Intended Date for Contract Award.....	May 27, 2015 by 5 P.M.

CONTRACT PERIOD

Upon contractor selection through this RFP, the County will issue its professional services contract (see Appendix A) for a period of one year, during which time all installation, testing and acceptance should be completed. If during installation it is determined by the contractor and Missoula County that additional time is needed to complete the project, an option to extend the contract for one additional year may be considered. The professional services contract will begin once it has been signed by both the Missoula County Board of County Commissioners and an authorized representative of the contractor.

SINGLE POINT OF CONTACT

Any and all questions regarding this RFP must be directed to the Missoula County employee responsible for this solicitation. Contractors are not allowed to communicate with any Missoula County PSAP staff or officials regarding this RFP, except at the direction of the responsible party. Chris Lounsbury, Missoula County Chief Operating Officer. Any unauthorized contact may be grounds for disqualification from further consideration. Contact information is:

Chris Lounsbury, Missoula County Chief Operating Officer
Address: 200 W Broadway, Missoula, MT 59802
Telephone Number: 406-258-3293
E-mail Address: clounsbury@co.missoula.mt.us

SCOPE OF PROJECT

PSAP Description

The Missoula County PSAP is located in the basement of the Missoula County Courthouse Annex at 200 W Broadway, Missoula MT. Missoula County PSAP provides public safety call answering and dispatch services for the citizens of Missoula City and County. The Missoula PSAP receives in excess of 150,000 calls per year and operates a complex phone and radio system. This project intends to replace the 9-1-1 phone system currently used in the PSAP with a state of the art Next Generation 9-1-1 phone system that will meet the need for reliability, expandability, and incorporate the ability to respond to communication tools commonly used by the public.

Phone System Description

The Missoula County 9-1-1 phone system relies upon secure, highly reliable and enhanced voice telephone services. Consequently, the County 9-1-1 Center cannot receive emergency communications from increasingly common tools such as text messaging, data, images, streaming video or automated alarms without the use of third party solutions. The County is seeking a vendor to provide these services to the citizens and responders in Missoula County. The County seeks either to have the equipment located in-house or hosted by a third party. Missoula County is also willing to consider an equipment lease as part of the proposal. Missoula County's intention is to have the new system in place by October 1, 2015.

9-1-1 Phone System Requirements

This section provides specifications and requirements for the 9-1-1 phone system. The system and contractor must provide at minimum:

- a) An IP based system compliant with all current NENA i3 Standards.
- b) Ability to handle calls originating from all sources, including landlines, cellular sources, VOIP and others.
- c) Ability to deliver and use multimedia information such as text, data, photos and video.
- d) Ability to provide ANI/ALI records for each call.
- e) Ability to detect and provide information on abandoned/silent calls with location and call back information.
- f) Ability to subscribe to an automatic location update event of a particular call.
- g) Ability to integrate with other systems such as Computer Aided Dispatch and Smart911 via industry standard connections.
- h) Ability to accommodate future growth of the system to include additional dispatch positions.
- i) Ability to support a geographically diverse backup 9-1-1 Center currently located at the Missoula County International Airport (2 positions).
- j) Integrated TTY/TDD for ADA compliance.
- k) Ability to accommodate future expandability and growth, including but not limited to ESINET.
- l) Ability to integrate with the Missoula County phone system to supply administrative lines to dispatchers on an integrated console.
- m) Ability to integrate with the Missoula County PSAP recording system currently provided by NICE systems.

- n) A Management Information System where information on calls is stored in an industry standard SQL database and which provides appropriate reporting tools.
- o) Ability to synchronize with a locally provided time source using NTP.
- p) Redundancy within the system.
- q) Optional Components
 - a. Wall display panel showing the number of calls currently:
 - i. Ringing
 - ii. Answered
 - iii. Holding
 - b. Supervisor initiated observation sessions on all calls in progress.

Venue Responsibilities

Missoula County will be responsible for providing:

- 1. A safe and adequate work area with sufficient lighting and security;
- 2. Access to a freight elevator for the transport of equipment to the secure area;
- 3. A project manager as point of contact with escalation procedure;
- 4. Access to the PSAP equipment room;
- 5. Access to the PSAP dispatch floor that insures current dispatch work continues.

CONTRACTOR REQUIREMENTS

Missoula County seeks a contractor to provide it with a Next Generation 9-1-1 phone system to replace its existing system. Missoula County's existing Public Safety Phone System has reached the end of its useful life. The phone system selected must meet the needs of Missoula County.

Contractor must either be able to install and maintain the desired system, subcontract at the contractor's expense for these services, or host the system.

The contractor shall agree to:

- 1. Act as the primary contractor and furnish the necessary equipment, installation and training needed.
- 2. Provide all necessary design, staging and delivery of equipment.
- 3. Provide comprehensive general liability insurance with minimum policy limits of one million and 00/100 dollars (\$1,000,000) for each occurrence and two million and 00/100 dollars (\$2,000,000) aggregate. The policy shall include coverage for contract acts and subcontractors. Missoula County shall be named as an additional insured on this policy.
- 4. Sign a Missoula County Professional Services Contract which is included with this RFP as Appendix A.
- 5. The Contractor will work with the County's project manager to develop a final installation acceptance plan to be agreed upon by both parties.

PROPOSAL CONTENT

Proposals must contain the following information:

1. **References:** a minimum of three references that have, or are using, the services of this contractor. The contractor shall provide the agency name, location, contact person(s), contact telephone number, e-mail address, a complete description of the system provided, and dates of the installation. These references may be contacted to verify the contractor's ability to perform the contract. Missoula County reserves the right to use any information or additional references deemed necessary to establish the ability of the contractor to perform the contract. Negative references may be grounds for proposal disqualification.
2. **Company profile and experience:** contractor shall provide information establishing that it has the qualifications and experience to provide the desired console radio system specified in this RFP. This information shall include:
 - a. Legal name, type of entity (eg corporation, LLC, etc), address, telephone number, email address, and name of person submitting the RFP response;
 - b. A brief history of the company and its experience as a contractor of the desired system;
 - c. The number of years the company has been in business;
 - d. A description of how the company differentiates itself from its competitors;
 - e. A list of all subcontractors that may be used in conjunction with this project;
 - f. A list of the customers that have canceled a contract before, during, or after a scheduled installation, and the reasons for the cancellation.
 - g. A list of previous installations of equipment of the type proposed for this project.
 - h. A list of all employees who will be assigned to the project, their credentials and should highlight any experience with the system to be installed.
3. **Continuity during installation:** equipment in the Missoula County PSAP is deemed mission critical to public safety. Contractor should address its ability to insure continuous operation of the phone system during cutover to new equipment.
4. **Testing and cutover plan:** contractor shall include a testing and cutover plan as part of their response to this RFP.
3. **Cost Proposal** must be submitted in a separate, sealed envelope and must not be included in the body of the proposal response. It must comply with the format provided on the final page of this RFP and include a detailed list of the equipment to be installed. Contractor has the discretion to further enumerate costs on a separate page attached to the Cost Proposal sheet:
 - a. Equipment costs.
 - b. Labor costs.
 - c. Any shipping, delivery or loading costs.
 - d. Any applicable software costs.
 - e. Maintenance costs for system after the warranty period.
 - f. Removal and disposal costs for all existing equipment and materials.
 - g. Missoula County will consider providing any required computer components, such as workstations, computer monitors, keyboards, mice, servers, etc. These items should be included in the cost proposal but should be listed as optional items with costs specified as such.
 - h. Any miscellaneous costs or charges not specifically mentioned in this document.

- i. Contractor shall include pricing for all implementation and project management services required for a fully complete, working installation. Any assumptions made in developing the pricing for installation shall be identified in the proposal, with the recommendations on how the respondent intends to mitigate each.
 - j. Contractor should include the costs of any maintenance agreements and the terms of these agreements. Missoula County prefers a minimum agreement of 5 years for support and maintenance.
4. **Proposal signature:** the proposal must be signed by a person legally authorized to establish a contractual relationship with the County.
5. **Signed acknowledgement of addendum:** The contractor must sign an acknowledgement of any question and answer addendum issued.

PROPOSAL EVALUATION PROCESS

Proposals will be evaluated by a selection committee consisting of the Director of the Office of Emergency Management, 9-1-1 Manager, 9-1-1 Technology Specialist, Chief Operating Officer and Director of Technology Services. The following criteria will be used:

1. Adequacy of proposal contents: includes all requested information, responses to requests for clarification, and any additional information relevant to the contractor's approach to successful complete project (15 points);
2. Feedback from references (10 points);
3. Contractor experience with Next Generation 9-1-1 Phone Systems and subcontractor list (20 points);
4. Missoula County experience with contractor and any listed subcontractors (15 points)
5. System design and equipment specifications (10 points);
6. Experience and qualifications of the staff to be assigned to the project (10 points);
7. Cost proposal (20 points);

The selection committee reserves the right to determine which proposals fall within a competitive range and to conduct interviews prior to making a final selection.

SITE VISIT / PRE-PROPOSAL CONFERENCE

A pre-proposal site visit is required but may be waived at the discretion of the site manager, Adriane Beck. Site visits may be scheduled by contacting Sherri Odlin, 9-1-1 Manager, 406-258-4467. All visits and questions must be completed or submitted by April 30, 2015 at 5p.m. A list of questions posed during these visits and corresponding answers will be provided to all interested parties by Tuesday, May 5, 2015 at 5pm and shall also be posted on the Missoula County Website at <http://www.co.missoula.mt.us/bidsandproposals/bidandproposal.htm>.

Any contractor receiving a waiver for the site visit may submit questions via email to Chris Lounsbury clounsbury@co.missoula.mt.us by 5p.m, April 20, 2015.

PROPOSAL DUE DATE

Five (5) copies of the proposal must be submitted no later than 5:00PM, Wednesday, May 20, 2015 to the address shown below. Proposals must be labeled "RFP – PSAP Next Generation 9-1-1 Phone System". Cost proposals must be submitted in a separate sealed envelope and must not be included in the body of the proposal.

Address for Mail Delivery:
Barbara Berens, Missoula County Auditor
200 W Broadway
Missoula, MT 59802

Address for Hand Delivery:
Barbara Berens, Missoula County Auditor
199 W Pine St, Room 136
Missoula, MT 59802

COUNTY'S RIGHTS RESERVED

While the County has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Missoula County to award and execute a contract. Upon a determination such actions would be in its best interests, the County, in its sole discretion, reserves the right to:

- a) Cancel or terminate this RFP;
- b) Reject any or all proposals received in response to this RFP;
- c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- d) If awarded, suspend contract execution, if it is determined to be in the best interests of the County; or terminate any contract if the County determines adequate county funds are not available.

Cost Proposal

The costs should be reflected as though all equipment was to be provided by vendor, including items listed as optional.

Description	Quantity	Unit Cost	Total Cost
Equipment Total Costs			
Labor Costs			
Shipping, Delivery or Loading Charges			
Software Costs			
Maintenance Costs			
Removal Costs			
Miscellaneous Costs			
Implementation/Project Management Costs			
Maintenance Agreement			
Total Costs Per Position			

The costs below should be reflected as though Missoula County was providing the server, workstations, monitors, keyboard and mice for each workstation.

Description	Quantity	Unit Cost	Total Cost
Equipment Total Costs			
Labor Costs			
Shipping, Delivery or Loading Charges			
Software Costs			
Maintenance Costs			
Removal Costs			
Implementation/Project Management Costs			
Maintenance Agreement			
Total Costs Per Position			

Contractor may submit further information and enumeration of costs on a separate sheet(s) provided that the above information has been provided. Contractors providing for lease of equipment should be shown as a cost per position per month cost on a separate form as provided by the Contractor in lieu of the above format.

Appendix A
Sample
MISSOULA COUNTY
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Missoula County, hereinafter referred to as “the County”, and (insert Contractor name), hereinafter referred to as “Contractor”, identified as follows:

Organization Name: (Use correct legal name as registered with the MT Secretary of State)

Organization Type:

Principal Contact:

Mailing Address:

Telephone Number:

E-mail Address of Principal Contact:

Contractor will provide either a Social Security Number or an Employer Identification Number on IRS Form W-9 as provided by law.

1. Purpose

(Insert brief description of services to be provided). The County desires to enter into a (describe Agreement) with Contractor for services desired, in return for the compensation stated. To this end, the parties mutually agree as follows.

2. Relationship of the Parties

Missoula County is a political subdivision of the State of Montana. Contractor is a (enter state of incorporation, eg Montana) Corporation.

This Agreement is not intended to constitute or create a joint venture, partnership or formal business organization of any kind whatsoever among and between the parties, and their respective rights and obligations will be only those expressly set forth herein. Neither party will have any authority to bind the other except to the extent authorized herein.

Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent contractor with respect to the other. Employees and agents of each party will not be deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction or control of the County.

The Contractor is required to comply with the provisions of the Montana Worker’s

Compensation Act and shall provide proof of compliance as provided in Paragraph 9.

3. Required Work or Product

The Contractor shall provide the specific services, tasks, or work products shown on the attached Exhibit A, which lists the scope of services relating to this Agreement. By this reference, Exhibit A is made a part of the Agreement.

Review scope of services to ensure that it is consistent with general terms of this agreement. The contract can be amended to conform to the scope of services subject to attorney approval.

4. Performance Schedule and County Assistance

Contractor shall commence performance of services identified in Exhibit A of this Agreement on the ____ day of ____, 20__ and shall complete performance of this Agreement by the ____ day of ____, 20__.

The County may, by written change order, request changes within the general scope of this Agreement in the schedule, specifications, or quantity of work to be performed hereunder, and Contractor shall be entitled to a reasonable period of time to perform or provide said changes. Additional fees will be charged to the County for such changes as set out in Exhibit A.

County's Responsibilities - The County shall be responsible for assisting with the performance of this Agreement by doing or providing the following:

- a.
- b.
- c.
- d.

5. Place where service will be rendered

Contractor will perform most services in accordance with this Agreement at a location of Contractor's discretion. In addition, Contractor will perform services via the telephone, electronic mail, or at such other places as necessary to perform these services in accordance with this Agreement.

6. Compensation for Services

For the satisfactory completion of services to be performed under Exhibit A, the County will pay Contractor a sum not to exceed \$____ (_____ dollars). Any modifications must be approved by the County Commissioners through the change order process and will be compensated according to the fee schedule contained on

Exhibit A. Invoices must be submitted to the Principal Contact for the County identified in Paragraph 11 of this Agreement with complete supporting documentation.

7. Other Payments

All other payments or reimbursements, other than those made to compensate for completion of services, shall not exceed \$_____ (_____ dollars). Requests for payment must be submitted to the Principal Contact for the County, as identified in Paragraph 11, with complete supporting documentation.

Other payments shall be made at the times, in the amounts, for the purposes, and to the following parties:

- a.
- b.
- c.

8. Public Works Contracts

For public works contracts as defined in 18-2-401, MCA in which the total cost of the contract is \$25,000 or more involving public funds, Contractor agrees to:

- a. Give preference to the employment of bona fide Montana residents in the performance of the work;
- b. Include provisions for work that is performed at a project location to:
 - i. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
 - ii. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
- c. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
- d. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.

If the term of the contract is more than 30 months, add:

Contractor further agrees to increase the standard prevailing rate of wages by 3% every 12 months after the contract award date and apply the adjustment every 12 months for the duration of the contract.

9. Insurance and Workers' Compensation

Consult the Risk Manager about insurance requirements for general liability, professional liability (aka errors and omissions), and automobile liability insurance.

Contractor **will/will not be** required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million

(\$2,000,000) in the aggregate. Contractor will be/will not be required to provide professional liability insurance.

Delete the following paragraph for automobile liability insurance if the Risk Manager does not require it.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, assigns or subcontractors.

In accordance with §§ 39-71-120, 39-71-401 and 39-71-405 MCA, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to the County prior to commencing work under Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

10. Records

Contractor shall maintain sufficient records incident to the performance of this Agreement to enable the County to document the performance of the Agreement. Contractor shall allow access to those records by the County and the County Auditor, any independent auditor employed by the County and to representatives of the state or federal government. Records shall be retained for at least three years after completion of the Agreement.

11. Principal Contact for the County

The County official with whom the Contractor must communicate regarding this Agreement and who shall have the authority to accept completion of performance and to submit requests for payment to the County Auditor and Commissioners is:

Name:

Title:

Address:

Telephone Number:

Email Address:

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by Contractor pursuant to this Agreement are the property of the County, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

13. Public Access to Information

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

14. Termination

Select the desired termination provision. If unsure which to use, consult the County Attorney's office.

For mutual termination, select:

This Agreement may be terminated at any time by either party by mutual written and signed consent of both parties.

For unilateral termination, select:

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least _____ days prior to the date of the intended termination.

If the Agreement is terminated prior to completion, County shall be responsible for paying Contractor for completed and accepted work and billed to the County as provided in Paragraphs 6 and 7 within thirty (30) days of termination.

15. Failure to Perform

Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

a) Stop performing or accepting performance of the contracted work until the matter is resolved;

b) Within three (3) days of discovery of the defect or failure to perform, mail a written description of the defect or failure to the other party, and:

1) If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or

2) If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or

3) If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.

4) Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.

c) If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the District Court of the Fourth Judicial District, Missoula County. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

16. Income Tax Designation

In the event that the Internal Revenue Services should determine that Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, as Contractor acknowledges herein, that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

17. Indemnification

Contractor shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents.

County shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents.

18. Entire Agreement, Modifications and Non-Assignment

This Agreement contains the entire Agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

No obligation or right hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed on any other party in the absence of a written Agreement signed by both parties.

19. Compliance with Laws

Contractor agrees to comply with all federal, state and local laws, rules and regulations.

20. Place of Performance and Venue

Contractor and County agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

21. Severability

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

Insert contract description here (in case the signature page becomes detached from the body of the Agreement):

DATED this _____ day of _____, 20__.

Contractor:

Name

BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana

Chair

Commissioner

Commissioner

ATTEST:

Clerk & Recorder

Exhibit A – Missoula County Professional Services Agreement

Project: [Enter project description here.](#)

Referenced to and made a part of the Professional Services Agreement between Missoula County and [Contractor](#), dated _____, 20__.

Under the terms of the Professional Services Agreement, _____ will provide the following services or tasks or work products: