



## **Covington Water District**

Information Technology Department

# **Request for Proposals Phone System Upgrade**

Issue Date: February 5, 2014

RFP Closing Date: March 14, 2014

Address:

Covington Water District  
18631 SE 300th Place  
Kent, WA 98042

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## I. Introduction

### Executive Summary

The Covington Water District (the District) is seeking proposals from qualified consultants to provide a new telephone system.

The District is anticipating replacement of approximately 55 -70 telephones.

Interested parties must submit a written proposal to perform the **Project Objectives and Scope of Services** as outlined in **Section II**. Alternative methods proposed by the Consultant shall be clearly labeled as such with a description of the proposed alternative methodology and associated pricing.

The final date for submittal of a proposal shall be **Friday, March 14, 2014 at 5 PM. PDT**, (Pacific Daylight Time). Ten (10) hard copies of proposal statements should be submitted. The length of the proposal is limited to 30 pages.

Covington Water District has the right, in its sole and absolute discretion, to reject any proposals. The District has the right to modify any of the information provided with this request for proposals and the District has the right to provide the candidate firms with additional information during the question and answer process prior to the closing date.

The candidate firm shall review this Request for Proposals and all materials provided with this RFP, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the District shall in no event be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.

A standard formal agreement will be executed between the Consultant and the District. A copy of the District's standard professional services agreement is included in Attachment A for reference. By submitting a proposal, the Consultant agrees to sign and be bound by the terms of the attached agreement. The contract will be awarded on the basis of professional qualifications, experience with similar projects, price and other factors.

## Project Schedule

The anticipated project schedule is as follows:

Activity	Date
Release RFP	February 5, 2014
On-site Tour	February 19, 2014
Proposal Due Date	March 14, 2014
Reference Checks by District	March 28, 2014
Tour Consultant Demo	March 31 – April 3, 2014
Final Selection of Consultant	March 27, 2014
Award Contract by District	May 7, 2014
Project Completion	July 30, 2014

## Proposal Inquiries

All inquiries related to this Request for Proposals must be received no later than **March 7, 2014 at 5 PM** (PDT) and are to be directed by email to the District employee noted below.

**Important:** please reference New Telephone System RFP in the subject line of your email to avoid any spam filter issues.

Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and will be distributed to all contractors that have registered with the District no later than **March 11, 2014 at 5 PM (PDT)**.

Cheri Mitchell  
Covington Water District  
253-867-0898  
253-867-5230 (fax)

[cheri.mitchell@covingtonwater.com](mailto:cheri.mitchell@covingtonwater.com)

## On-site Tour

Each interested Consultant is required to inform the District, using the contact information provided above, of its intent to attend the pre-proposal conference by **February 17, 2014** and limit the number of representatives attending to two.

**Important:** please reference New Telephone System RFP in the subject line of your email to avoid any spam filter issues.

## Consultant Tour/Demonstration

Consultant shall provide a tour and demonstration of their proposed phone system at the vendor's facility.

## Current System

The Covington Water District is currently running a Vodavi XTS-MPB2 phone system with voicemail located in our main office (18631 SE 300th Place, Kent, WA 98042). This system was purchased in 2007.

## Phone System Information

- Vodavi XTS-MPB2
- Pathfinder Voice Mail
- Trivium Call Accounting
- Unified Messaging
- Discovery ACD Plus

## Phone Set Information

- Vodavi XTS-IP  
(8-button and 30-button display phones)
- Polycom Voice Station 300 (one phone shared @ conference rooms)

## ACD Information

- 1 Queues
- 4 – 6 Agents

## Phone Service and DID Information

- ISDN/PRI (Qty: 1) including a DID Block (Quantity: 115)
- ISP – 12 SIP Business Lines (used for fax/modem lines)

## Existing Phones/Misc Telephone Lines

- Building A (main headquarters site)
  - Phone Extensions
    - Employees (36)
    - Cordless Headsets (7)
    - Conference & Work Rooms (8)
      - Polycom Voice Station 300 (one phone/two ports)
  - ACD
    - Agents (4 - 6)
    - Queues (1)
    - Average Call Volume: Highly Variable
  - Analog Devices (fax, credit card, etc.) (total: 6)
    - Fax Machines (6)
    - Postage Machine (1)
  - Other – these are separate from our phone system and may be served by the SIP lines
    - Security System
    - Fire Alarms
    - Elevator

- Building B
  - Employees (6)
  - Cordless Headsets (3)
  - Conference Rooms (1)
  - Analog Devices (fax) (1)
- Building C
  - Employees (1)
  - Cordless Headsets (2)
  - Conference Rooms (one room/2 extensions)
- Building D
  - Employees (0) – there is a potential for future office space
  - Conference Rooms (2)
  - Polycom Voice Station 300 (1)
  - Analog Devices (fax) (1)
- Building G
  - Employees (11)
  - Analog Devices (fax) (1)

#### Network Infrastructure (Topology: Spoke and Hub)

- Building A (Main Building)
  - HP Procurve (48 Port) Model #J9022A
  - APC UPS – requires Nema 15
- Building B
  - Wired: Fiber – Data; Catx - Voice
  - 3COM 4400 SE Superstack Switch (24 Port) Model #3C17206
  - APC Smart UPS 2200
- Building C
  - Wired: Fiber (abandoned), Catx - Voice, Catx – Scada Data, Catx - Data
  - HP Procurve (24 Port) Model #J9450A
  - APC Smart UPS 1500
- Building D
  - Wired: Fiber – Data, Catx - Voice
  - 3COM 4200G (24 Port) Model #3CR17661-91
  - APC UPS
- Building G
  - Wired: Fiber – Data, Catx – Voice
  - HP Procurve (24 Port) Model #J4902A
  - APC UPS

## II. Project Objectives and Scope of Services

### System Design Requirements

The replacement system for the District must address the goals and expectations for feature, functionality, selection, implementation and on-going operation outlined in this section. In your proposal, please describe how your system can support the goals and needs for the District.

The phone system and related components will be located in the server room with a patch panel connected to the existing ports throughout the District for ease of port/extension management. The District's voice systems must be configured for high reliability to protect against service outage. All equipment housed in the server room will be compatible with existing UPS.

The goals and expectations for the selection, implementation, and on-going operation of new telephone systems are identified and outlined in the following sections.

### System Features and Capabilities

In your proposal, please provide detailed information about your solution and describe the features and recommended use, to include:

- Telephone set models supported by your solution and recommended for usage
- Features available (or not available) with supported phones
- System capacity and scalability
  - Phone sets
  - Cordless Headsets
  - Voicemail boxes
  - ACD Agents and Queues
  - Unified Messaging
  - Simultaneous incoming & outgoing line capability
  - Support for analog devices (fax machines, credit card, postal meter)
  - Paperless Faxing
  - Hot Desking
  - Desktop Integration (Desktop Management tools, Click to Dial)
  - Licensing
  - Ease of Programming
- Mobility solutions for teleworking staff, field staff, etc.
  - Cell Phone Integration
- How phones are programmed administratively and by the end user for use with your solution
  - Management Functions

## **System Scope**

The District is seeking an intuitive and versatile system capable of easily expanding to adapt to the growing needs of the District. The District currently has a campus consisting of five buildings. Expected staffing levels and equipment requirements per site at the time of cutover are broken down and detailed under the section titled: Current System. The anticipated operating life cycle of the proposed system must be at least ten (10) years.

Along with a phone system the Consultant will need to identify the existing or new phone service provider (Century Link, Comcast, Integra Telecom, etc) to be used including monthly estimated costs.

The District will choose a system that most closely meets the requirements as defined within this RFP and eliminate as many stand-alone sub-systems as possible. The District's preference is to select a solution from a single vendor that can provide all functionality in an integrated manner. Consultants that do not offer a full suite of the modules defined in this RFP may respond if they can demonstrate a proven and referenceable integration strategy with the primary vendor. In this situation, the District prefers that the primary Consultant responding be responsible for ensuring the integration of all applications.

## **Voicemail and Automated Attendant System**

The District is seeking a centralized voicemail and automated attendant solution that integrates with the phone system that will support each division's unique requirements. The District would like to have "information only" mailboxes that will assist with high volume non-emergency calls or frequently asked questions. The selected system will have the ability to support automated attendant for multiple departments independently.

## **Unified Messaging**

The District seeks a system that provides Unified Messaging (UM) that integrates with Microsoft Exchange and Microsoft Outlook. The ability to manage voice mail messages from a desktop, including listen, save, delete, and forward message features is desired. The District would prefer that it not be necessary to install client software on workstations. Please describe your systems unified messaging capabilities and general categories of system administration tasks and capabilities that internal IT staff is able to support and perform.

## **Phone Number and Direct Dial Continuity**

The District requires the retention of existing published numbers including staff assigned direct dial numbers. Please describe how your system can support the continuing use of these numbers.

## **Reporting Tools**

The District requires reporting tools that will report on ACD calls and individual calls throughout the phone system. At a minimum, reporting tools should feature the ability to report on the following: number of calls (inbound and outbound), number of minutes, caller ID, wait and hold times, and long distance usage.

## **Regulations**

All work and materials shall comply with all federal and state laws, municipal ordinances, regulations and directions of inspectors appointed by proper authorities. The Consultant shall obtain and pay for all permits and licenses required for the performance of the work, and shall post all notices required by law. Work will not begin until copies of all permits have been provided to the District.



## Warranty

Warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplied or created interfaces, and any ancillary product that is purchased from the awarded consultant. In addition, the awarded vendor will warrant and guarantee the seamless integration and interface of modules proposed herein. Bidders must warrant to CWD that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

## Support Requirements

The Covington Water District will enter a maintenance contract with the chosen Consultant with the option of renewing annually. The Consultant can provide multi-year cost options for consideration. The length of the contract and exact terms are negotiable but shall include:

- System monitoring options
- 4-hour on-site response for all major service impacting alarms & outages
  - The Covington Water District defines a major system failure as: **At least 20% of the incoming trunks or at least 20% of the extensions are inoperable.**
  - After Hours support needs to be coordinated with District staff.
- Full replacement of all failing hardware and software (replacement equipment must be new or refurbished with warranty)
- Routine preventative maintenance for all systems included in the proposal (excluding handsets)
- Training will be given during and after install to all personnel that will be working with it
- The system must be updated with the latest software releases free-of-charge during the term of the initial contract for all furnished software
- Troubleshooting and Advanced Remote Diagnostics
- Direct escalation of unresolved problems to the manufacturer(s)
- Engineering & Technical Support for Covington Water District IT Division
- Management of Line and Network trouble on the Covington Water District's behalf
- Traffic Engineering and Analysis (as requested)

## System Administration

A secure, centralized point of administration (access terminal/web portal) is desired to administer the system. The desired system will allow the IT Division to manage the required system administration functions and include:

- Secure administration via the District's LAN
- Ability to run basic diagnostic checks and backup as well as restore data to include site telecom database, voicemail database, end user data and voicemail/email messages
- Ability to administer system from remote location
- Ability to perform standard software changes (moves, adds, changes)
- Ability to build/modify stations and ACD groups from a Graphical User Interface (GUI)
- The system must provide reporting that allows the system administrator to determine traffic requirements, processor busy levels and service quality
- Additional traffic measurement tools with the ability to determine call volume by group for determining staffing and scheduling
- Ability to execute program changes without rebooting the system
- Training for the District's IT Division
- Electronic procedures manual for system administration
- Complete documentation of network implementation
- End user training
- Web based (GUI) Administration Tools
- Remote change of greetings

## Project Planning

Consultants are required to plan the implementation in such a manner as to provide no downtime to the District. This may include a phased approach to implementation, with cutover of all buildings in a closely managed migration. Include information of any event or sequence necessary for the completion of a successful implementation such as:

- Plan for facilitation of "Hot" cutover in limited server room space environment
- Design and build new telephone system, voicemail and port fields
- Pre-cutover meetings
- Network order processing and coordination
- Coordination with all service providers connecting to the system for correct provisioning and cutover
- Identification of Directory Number, DID's and extensions for cutover planning
- Staged end-user training on all applicable systems before, during and after cutover
- Provision for "Help Desk" staffing throughout the first week
- Terminate all system cables on VoIP systems, voicemail, call accounting, and other ancillary equipment requested and/or installed
- All network changes/modifications are required to be approved and coordinated with the District's IT Division

- The chosen Consultant must be responsible for immediate response of Consultant created outages
- Provide complete implementation documentation including:
  - Network changes
  - Network design
  - Installation of all hardware and software systems purchased by the District from the selected Consultant.
- Extensive pre-testing of all systems connected to include but not limited to:
  - Main VoIP system
  - Voicemail
  - Call accounting
  - All trunks
  - System administration
  - All stations
  - Third party hardware and software attached to any system(s) purchased through the selected Consultant

### Documentation

Documentation of the following is required as part of the system(s) installation. This requirement includes on-going updates to reflect changes as performed.

- Database information to include detailed Automated Attendant Tree and ACD queue.
- System administration manuals, electronic documentation preferred.
- An electronic quick reference guide for each user for each system and application with access to comprehensive user guides via the District’s intranet.
- As-built drawings to include:
  - One line schematic drawing of the voice application servers, network equipment and connectivity.
  - Logical and numerical identification of extensions, jacks, patch panels, etc. for each site.
  - All circuit types connected to each installed site’s system and any connections between sites.
  - As built drawing provided in a Microsoft VISO format preferred.

### III. Required Qualifications

The Consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

The successful proposing Consultant and its employees will operate independently and will not be considered an employee of the Covington Water District.

## IV. Form of Proposal

The proposal must include a scope of work the company believes is appropriate to achieve the purposes of the project as stated above. **Please limit proposals to 30 pages or less.**

The proposal shall include the following items in the order listed herein:

- A. **Cover letter** indicating interest in the project.
- B. **Experience of the Firm / Statement of Qualifications.** The Consultant may include up to three (3) pages of information on recent, relevant similar projects, specifically targeted to projects on which key staff have worked, particularly projects completed for public agencies. The Consultant shall specify which key individuals worked on each project and their respective roles in the project. This information shall also include a reference list of a minimum of five (5) clients for whom the company has completed similar projects for including contact names and telephone numbers.
- C. **Detailed Project Approach.** The selection team will review the Consultant's project approach to ascertain the Consultant's understanding of the project and issues, to assure that a proper effort will be devoted to the project, and to entertain the Consultant's special perspectives on approach, techniques, and work efforts.
- D. **Detailed description and list of deliverables to be provided.** In general, the District typically requires a description of all services, tasks, and deliverables (including those listed as optional in the RFP), potential cost calculations, recommendations and estimated time lines, and copies of all correspondence.
  - **Approximation of Quantities**

The quantities given in the proposal are approximate only, being given as a basis for the uniform comparison of proposals, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith. An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work.
  - **Multiple Proposals**

Consultants may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package that can be considered independently of any other proposals from the same Consultant.
- E. **Staffing.** The Consultant shall prepare an organizational staffing chart, and shall list major staff assignments to the project. Brief resumes or experience summaries of key individuals shall be included, with emphasis on previous experience on similar projects in similar roles.
- F. **Fee.** The Consultant shall submit an itemized and estimated "not to exceed" amount of the total fees within their proposal for the project, including production and other expenses. The proposal shall include the time and cost of the work described in the RFP.

G. **Project Schedule.** Specifically, the Consultant will identify the required number of calendar days to perform the various aspects of the system installation and training.

H. **Standard Contract.** The Consultant shall review the standard contract (Attachment A) and state a willingness to enter into this contract. This RFP and the Consultant's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference into the District's contract with the Consultant.

○ **Consultant Prime Responsibility.**

If a Consultant's proposal includes equipment, hardware, software, or services to be supplied by entities other than the proposing Consultant, it is mandatory for the proposing Consultant to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The Consultant acting as the prime contractor must be the sole point of contact with regard to contract stipulations including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The Consultant acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor.

## V. Contracting / Selection Process

### A. Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for the review of the written proposals and, if necessary, interview session.

Qualification	Standard
Scope of Proposal	<ul style="list-style-type: none"> <li>Does the proposal show an understanding of the project objectives, methodology to be used and the results that are desired from this project?</li> </ul>
Availability	<ul style="list-style-type: none"> <li>Can the work be completed in a timely manner?</li> <li>Can target start and completion dates be achieved?</li> <li>Are other qualified personnel available to assist in meeting schedules if required?</li> <li>Is the team available to attend meetings as required by the scope of work?</li> </ul>
Motivation	<ul style="list-style-type: none"> <li>Is the firm interested and enthusiastic about working with the District?</li> <li>Is quality and attention to detail reflected in their proposal and the questions they ask?</li> </ul>
Firm Capability	<ul style="list-style-type: none"> <li>Does the firm have the support capabilities the assigned personnel require?</li> <li>Reference checks – how well did the firm perform for others?</li> <li>Has the firm performed previous work of this nature with adequate results?</li> </ul>
Cost & Work Hours	<ul style="list-style-type: none"> <li>Do the proposed cost and work hours compare favorably with the available budget?</li> <li>Are the work hours presented reasonable for the effort required in each task or phase?</li> </ul>
Form of Proposal	<ul style="list-style-type: none"> <li>Did Consultant meet all of the “form of proposal” requirements?</li> </ul>
Project Planning	<ul style="list-style-type: none"> <li>Has the vendor cited work examples that demonstrate effective project planning and which resulted in completion of projects within schedule and budget parameters?</li> </ul>

**B. Reference Evaluation (Top Ranked Firm)**

The project manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	<ul style="list-style-type: none"><li>• Would you hire this professional firm again?</li><li>• Did they show the skills required for this project?</li></ul>
Timetable	<ul style="list-style-type: none"><li>• Was the original scope of work completed within the specified time?</li><li>• Were interim deadlines met in a timely manner?</li></ul>
Completeness	<ul style="list-style-type: none"><li>• Was the professional firm responsive to client needs?</li><li>• Did they anticipate problems?</li><li>• Were problems resolved quickly and effectively?</li></ul>
Budget	<ul style="list-style-type: none"><li>• Was the original scope of work completed within the project budget?</li></ul>

**VI. RFP Submission**

Proposals shall be submitted in hard copy form, with ten (10) identical copies each. All copies shall be submitted to:

Covington Water District - IT Division  
Attn: Cheri Mitchell  
18631 SE 300<sup>th</sup> Place  
Kent, WA 98042  
RE: New Telephone System - RFP

Submittals must be received prior to **March 14, 2014 at 5 pm PDT**. Faxes will not be accepted. All proposals submitted shall become the property of the District and will become public record. For questions regarding the RFP, you may contact Cheri Mitchell at (253) 867-0898 or [cheri.mitchell@covingtonwater.com](mailto:cheri.mitchell@covingtonwater.com) by February 25, 2014. Responses will be emailed to all parties who have previously registered with Cheri Mitchell by February 20, 2014.

**VII. Progress Reports**

The Consultant and the District’s project manager shall hold progress meetings as often as necessary, but in no case less than twice per month until the Phone System is accepted by the District.

At a minimum, the Consultant shall hold one orientation meeting with District staff to outline the project and time line.

## **VIII. Scope of Work**

As a part of the contract negotiations, the final candidate company shall prepare a Scope of Work that will become a part of the contract agreement between the District and the company. This Scope of Work shall include the aforementioned aspects of this RFP as well as any other items that are proposed in the successful candidate's proposal.

Existing telecommunication systems and equipment including handsets, pbx system, ACD, voicemail and call accounting computers and software will be considered as surplus by the district and disposed of by the Consultant as a part of the scope of work.



## IX. Signature Page

The undersigned, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill the obligations contained herein in accordance with all terms, conditions, specifications, and incidental costs in strict conformity with these documents, for the stated prices as payment in full.

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Name of Authorized Representative (print/type):**

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment A: Functionality Checklists

The following checklists will be utilized while evaluating proposed systems and solutions.

Feature	Support	Comments / Limitations
<b>Telephone Features</b>		
Alphanumeric display		
Headset capability		
Access voice mailbox		
Access multiple voice mailboxes		
Voice mailbox message indicator		
Voice mailbox access from outside line		
Automatic Outside Line Answer/Hold		
Built-in full duplex speakerphone		
Delayed Ringing		
Distinctive Ringing tones		
Call Forwarding		
Call Forwarding (setup from outside line)		
Call Transfer		
Call Park / Swap		
Call Pick-Up		
Call Hold		
Call Hunt		
Ring Again (Call Back)		
Simultaneous Ring (SimRing)		
Call Recording		
Caller ID		
Do Not Disturb / Make busy capability		
Intercom capability		
Last number redial		
Call History		
Multi-party conferencing capability		
Extension monitoring		
Mute Function		
Paging accessible to all stations or groups		
Station and system speed dialing		
Monitor multiple extensions		
User programmable keys		
Volume Control		
Agent Availability Status		
Extension look-up / directory access		

Voicemail Mailboxes		
Change voicemail settings from outside line		
Message-only mailboxes		
Retrieve deleted messages		
Voicemail forwarding		
Voicemail caller ID		
Voicemail timestamp		
Voicemail to text (E-Mail)		
Remote access to voice mailboxes		
Manage mail messages from desktop		
Automatic Call Distribution		
Distribute calls evenly among group		
Dial '0' to reach an operator		
Prioritization of agents by queue		
Ability to have overflow agents (secondary level)		
Real-time activity by queue status/report		
Real-time activity by agent status/report		
Configurable settings for each queue for main greetings for regular and non-regular hours		
Controllable greetings for regular and non-regular hours (including custom greetings, special announcements, etc.)		
Queue wait time information (position in queue)		
Queue wait time information (configurable current wait time)		
Ability for callers to opt out of ACD and leave a voicemail message		
Customize hold music / announcements		
Reporting: Queue Activity		
Reporting: Agent Activity		
Reporting: Call source		
Reporting: Agent Availability		
Reporting: Call durations		
Reporting: Missed calls		

Auto Attendant		
Dial by Name		
Dial by Extension		
Personal Automated Attendant – users allowing callers customer options/prompts		
Multiple tier messaging/prompts		
Customize Standard Greeting		
Customize Specialty Greeting(s)		
Time Control for different Greetings		

## Attachment B: Contract for Service

**COVINGTON WATER DISTRICT  
AGREEMENT FOR PROFESSIONAL SERVICES  
For **Project Name****

THIS AGREEMENT made and entered into by and between the **COVINGTON WATER DISTRICT**, a Municipal Corporation in King County, Washington, hereinafter referred to as "**DISTRICT**" and **CONSULTANT FIRM NAME** (and indicate whether it's a corporation, sole proprietorship, partnership, L.L.C. or individual) whose address is **consultant address**, hereinafter referred to as "**CONSULTANT.**"

In consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

**1. SCOPE OF WORK.**

See Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

**2. TERM.**

The CONSULTANT shall not begin any work under this Agreement until authorized in writing by the DISTRICT. All work under this Agreement shall be completed by **date**.

**3. COMPENSATION. Include a not to exceed price, rates for staff, the mileage rate, and the overhead factor.)**

**IF COST PLUS FIXED FEE, USE THIS VERBIAGE (Option for projects which are difficult to scope; don't base fixed fee upon projected construction costs!):** The total compensation for this Agreement shall not exceed \$\_\_\_\_\_. Paid per rates are attached in the fee schedule as shown on Exhibit B, which is attached hereto and by this reference made a part of this Agreement.

**IF BASED ON HOURLY RATE, USE THIS VERBIAGE (Appropriate for temporary or short-term work – expert witnesses, grant applications, presentations, surveys...):** The total compensation for this Agreement shall not exceed \$\_\_\_\_\_. Consulting services will be provided at a rate of \$\_\_\_\_\_ per hour.

**IF LUMP SUM, USE THIS VERBIAGE (Appropriate for small-scale work studies, investigations, or basic design services with a clearly defined scope):** A lump sum payment of \$\_\_\_\_\_ shall be due to the CONSULTANT upon completion and approval of the identified project scope.

**IF TIME AND MATERIAL, USE THIS VERBIAGE (Appropriate for most design contracts):** Compensation will be on a time and material basis, not to exceed \$\_\_\_\_\_. Salary costs will be

based on Exhibit B, which is attached hereto and by this reference made a part of this Agreement.

**INCLUDE THIS WHEN CONSULTANT IS TO BE REIMBURSED FOR DIRECT NON-SALARY COSTS:** The CONSULTANT shall be paid by the DISTRICT for direct non-salary cost, per attached Exhibit C, at the actual cost to the CONSULTANT plus 10% <NEGOTIATED VALUE - VARIES>. Exhibit C is attached hereto and by this reference made a part of this Agreement. These charges may include, but are not limited to the following items: outside reproduction fees, courier fees, subconsultant fees, and materials and supplies. The billing for non-salary cost, directly identifiable with the project, shall be

submitted as an itemized listing of charges consistent with the itemized invoice list in Exhibit E, supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the DISTRICT upon request. All charges must be reasonable and necessary for the services provided under the Agreement.

In the event services are required beyond those specified in the Scope of Work, and not included in the compensation listed in this Agreement, a written contract modification shall be negotiated and approved by the DISTRICT prior to any effort being expended on such services.

#### **4. SUBCONTRACTING.**

The DISTRICT does not permit subcontracts for those items of work necessary for the completion of the project. The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the DISTRICT. No permission for subcontracting shall create, between the DISTRICT and subcontractor, any contractual, any agency or any other relationship.

#### **5. RESPONSIBILITY OF CONSULTANT.**

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all studies, analysis, designs, drawings, specifications, reports and other services performed by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, designs, drawings, specifications, reports and other services required. The CONSULTANT shall perform its services to conform to generally-accepted professional (INSERT HERE whether it's planning, architectural or engineering standards) and the requirements of the DISTRICT.

**6. INDEMNIFICATION/HOLD HARMLESS.**

The CONSULTANT agrees to indemnify, defend and hold harmless the DISTRICT, its elected officials, officers, employees and agents against any damages, losses, expenses, judgments, or liabilities, including but not limited to reasonable attorney's fees and costs (collectively referred to as "Damages"), caused directly or indirectly by CONSULTANT'S negligent acts, errors or omissions, but only for that portion of such Damages which reflect the percentage of negligence of the CONSULTANT, and/or its employees, agents, and subcontractors compared to the total negligence of all persons, firms, or corporations which result in such Damages. The parties agree that CONSULTANT'S duty to defend shall not arise unless the Damages at issue involve a specific claim or allegation of negligent acts, errors or omissions by CONSULTANT and/or its employees, agents, and subcontractors. For the purposes of this indemnification, CONSULTANT specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, CONSULTANT'S obligation to defend, indemnify and hold harmless the DISTRICT, its elected officials, officers, employees, agents and volunteers shall be limited to the extent of the CONSULTANT'S negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

**7. INDEPENDENT CONTRACTOR/ASSIGNMENT.**

The parties agree and understand that the CONSULTANT is an independent contractor and not the agent or employee of the DISTRICT and that no liability shall attach to the DISTRICT by reason of entering into this Agreement except as otherwise provided herein. The parties agree that this Agreement may not be assigned in whole or in part without the written consent of the DISTRICT.

**8. INSURANCE.**

The CONSULTANT hereby agrees to maintain insurance policies in accordance with provisions in Exhibit D. The DISTRICT shall be named as additional insured for Commercial General Liability and Automobile Liability, excepting Professional Liability or Workers' Compensation as provided in Exhibit D. CONSULTANT waives subrogation against DISTRICT as to Commercial General Liability policies. CONSULTANT shall provide DISTRICT with certificates of insurance showing compliance with requirements prior to commencing work and at such other times as DISTRICT requests. The CONSULTANT will also declare the deductible(s) carried on the various policies at the time of submittal of their Certificate of Insurance.

**9. RESOLUTION OF DISPUTES AND GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located in Kent, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In the event of a legal action, attorney's fees, court costs, arbitration costs and other related expenses shall be paid to the prevailing party by the other party.

**10. NONDISCRIMINATION.**

The CONSULTANT may not discriminate regarding any services or activities to which this Agreement may apply directly or through contractual, hiring, or other arrangements on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, or where there is the presence of any sensory, mental or physical handicap.

**11. OWNERSHIP OF RECORDS AND DOCUMENTS.**

The CONSULTANT agrees that any and all drawings, computer discs, documents, records, books, specifications, reports, estimates, summaries and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained as part of providing services under the terms of this Agreement by the CONSULTANT, shall belong to and shall remain the property of the COVINGTON WATER DISTRICT. Any re-use or adaptation of this information or material for other than the specific purpose intended, without written verification by the CONSULTANT, will be at the sole risk of the DISTRICT and without liability for the CONSULTANT. In addition, the CONSULTANT agrees to maintain all books and records relating to its operation and concerning this Agreement for a period of three (3) years following the date that this Agreement is expired or otherwise terminated. The CONSULTANT further agrees that the DISTRICT may inspect any and all documents held by the CONSULTANT and relating to this Agreement upon good cause at any reasonable time within the three (3) year period. The CONSULTANT also agrees to provide to the DISTRICT, at the DISTRICT'S request, the originals of all drawings, documents, and items specified in this Section and information compiled in providing services to the DISTRICT under the terms of this Agreement.



**12. TERMINATION OF AGREEMENT.**

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, and based upon any cause or without cause. In the event of termination due to the fault of other(s) than the CONSULTANT, the CONSULTANT shall be paid by the DISTRICT for services performed to the date of termination.

Upon receipt of a termination notice under the above paragraph, the CONSULTANT shall (1) promptly discontinue all services affected as directed by the written notice, and (2) deliver to the DISTRICT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the CONSULTANT may have accumulated, prepared or obtained in performing this Agreement, whether completed or in process.

**13. GENERAL PROVISIONS.**

- a. The DISTRICT and the CONSULTANT respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants to this Agreement. Waiver of any provisions shall not constitute future waiver or estoppel and strict compliance may be required at any time.
- b. This Agreement represents the entire and integrated Agreement between the DISTRICT and the CONSULTANT and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may be amended only by written instrument signed by both the DISTRICT and the CONSULTANT. All such amendments must be signed either by the General Manager of the DISTRICT or by resolution of the Board of Commissioners.
- c. The CONSULTANT agrees to comply with all local, state and federal laws applicable to its performance as of the date of this Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in force and effect.

- e. This Agreement shall be administered by **Consultant Representative's Name** on behalf of the CONSULTANT, and by the General Manager of the DISTRICT, or designee, on behalf of the DISTRICT. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

**Consultant Firm Name**  
 Attn: **Project Manager's Name**  
**Consultant Firm**  
**Address**  
 Phone: **xxx.xxx.xxxx**  
 Fax: **xxx.xxx.xxxx**  
**e-mail address**

Covington Water District  
 Attn: **Project Manager's Name**  
 18631 SE 300<sup>th</sup> Place  
 Covington, WA 98042  
 Phone: 253.631.0565  
 Fax: 253.631.5823  
**e-mail**@covingtonwater.com

- f. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in 13 e. or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

**NAME OF CONSULTANT FIRM**

**COVINGTON WATER DISTRICT**

BY: \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Gwenn Maxfield, General Manager

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

Title: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

(Attach completed Form W-9 "Request for Taxpayer Identification Number and Certification")

*EXHIBIT A*

*SCOPE OF WORK*

Assets removed from service shall be considered surplus items approved by the Board of Commissioners for removal by the Contractor.

Insert scope

*EXHIBIT B*

*FEE SCHEDULE*

Insert Fee schedule here

*EXHIBIT C*

*DIRECT NON-SALARY REIMBURSABLE EXPENSES*

- Outside Reproduction Fees
- Courier Fees
- Subconsultant/Subcontract Fees
- Materials and Supplies
- Mileage at \$0.50/mile or the current approved IRS rate.

It is understood that all reimbursements are at cost. Any mark-up to cover Business & Occupancy taxes or other associated taxes or fees that the CONSULTANT may incur will be negotiated and will not exceed 10%.

Subcontracts: The CONSULTANT, at the DISTRICT'S request shall enter into subcontracts with other consultants, such as appraisers and/or environmental consultants, etc. If approved, the DISTRICT shall reimburse the CONSULTANT for the actual cost of the subcontracts plus a markup, if warranted, to cover the CONSULTANT'S additional taxes or fees as described above, associated with the Subcontract.

**EXHIBIT D**

Insurance / Industrial Insurance Waiver

General and Professional Services:

1. The Consultant / Contractor shall not commence work under this Contract until the Project Manager for Covington Water District has obtained all insurance required under this paragraph and such insurance has been approved by Covington Water District.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Consultant / Contractor shall specifically include the District as an "Additional Insured" and shall not be reduced or canceled without Thirty (30) days written prior notice to the District. The Consultant / Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant / Contractor's insurance and shall not contribute to it.
3. The Consultant / Contractor shall maintain during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises / Operations, Products / Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Consultant / Contractor or by anyone directly employed by or contracting with the Contracting Agency.

**Specific limits required:**

General Aggregate	\$ 2,000,000
Products / Completed Operations	\$ 1,000,000
Personal Injury and Advertising injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

The commercial General Liability Policy will contain an endorsement naming the District as Additional Insured (CG2010) and an endorsement that specifically states the Consultant / Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the District.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

Each accident	\$ 1,000,000
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4. Commercial General Liabilities Insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought."
5. The Consultant / Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001) or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contracting Agency from claims which may arise from this performance of this Contract, whether such operations be by the Consultant / Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.
6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. The Consultant / Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant / Contractor shall submit a copy of its certificate of coverage to the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the District, its officers, agents and employees, the Consultant / Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Consultant / Contractor against the District. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance – Prior to the start of work, the Consultant / Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$2,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best’s rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made form coverage shall be maintained by the Consultant / Contractor for a minimum of three (3) years following the termination of this Contract and the Consultant / Contractor shall annually provide the District with proof of renewal.
  
10. Sub-consultants / sub-contractors: Sub-contractors shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
  
11. The Consultant/Contractor shall declare the deductible(s) on their policies at the time of submittal of the Certificate of Insurance.

**NOTE TO PROJECT MANAGERS: Limits of insurance may vary depending on individual contracts.**

Consultant / Contractor \_\_\_\_\_

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



## EXHIBIT E

### CONSULTANT INVOICES

CONSULTANT invoices should contain the following information:

- On CONSULTANT letterhead.
- A cover letter stating the status of each task. This should include items completed, percent completed during the billing period and completion along with funding status.
- Internal invoice number and/or sequential numeric number (i.e.: progress payment # 10).
- Invoice date.
- Period of time invoice covers.
- Project number(s) listed (i.e.: MR-6).
- DISTRICT'S project manager listed.
- The hour(s) per person broken down by task(s) (attach timesheets, spreadsheet detailing timesheets, or some other form of proof) along with type of work done (i.e.: design, right-of-way, or construction) or task order number.
- Direct salary (base salaries)
- Indirect salary (benefits)
- Direct non-salary (i.e.: mileage, reproduction fees (i.e.: printing, copying), communication fees (i.e.: telephone), supplies, computer charges, subconsultants), indirect non-salary (overhead). These costs are to be broken down and backup information is to be attached to invoice. Project managers are to inform CONSULTANT as to what is required for break down information and if backup information is to be attached. Break out the same for subconsultant charges.
- Previous and remaining base contract amounts left in each task and total contract – total authorized amount (bottom line figure). Add amendments to this base contract amount for total authorized amount.
- Percentage of work completed to date compared to total amount of work (if required by the project manager).
- Invoices for previous year are due by **January 15<sup>th</sup>**.

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