

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Telecommunications
DATE: June 17th, 2014
REQUEST: For the Board of County Commissioners to approve the professional service agreement with Black Box for telephone maintenance from July 1, 2014 – June 30, 2016

CHECK ONE: X Consent CAO

BACKGROUND

Through RFP 670 and after careful consideration, Clark County has chosen Black Box Inc. for our new maintenance contract for the telephone system. The previous contract ends June 30th. The attached new contract will begin July 1st, 2014 – June 30th, 2016.

COMMUNITY OUTREACH

None.

BUDGET AND POLICY IMPLICATIONS

Under the previous telecommunication maintenance agreement with Verizon, Clark County paid \$120,666.36 from July 1, 2013-June 1, 2014. With the new contractual agreement with Black Box we will be paying \$80,823.00 per year for the next two years (July 1, 2014-June 30, 2015 and July 1, 2015-June 30, 2016). This will result in a cost savings of \$39,843.36 per year. The maintenance charges are billed back to departments based on their number of active sets, so each dept. will be seeing a cost savings which will equate to approximately \$18.46 per year per set based on the current set count of 2158.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

Approve contract



Laura Pedersen
Program Manager

Approved: June 17, 2014 SR 12314
CLARK COUNTY
BOARD OF COMMISSIONERS



Handwritten initials/signature

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This contract will have reduced the expenditures that each department pays telecommunications in the amount of approximate \$18.46 per set per year.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
All Funds are decreased			(\$19,921.68)		(\$59,765.04)		
Total			(\$19,921.68)		(\$59,765.04)		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

Staff Report Attachment (RFP Selection Process)

Date:	6/6/2014														
RFP Description:	RFP#670 Title: Telecommunications Maintenance, Equipment and Support														
Evaluation Process	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.														
Evaluation Matrix	Proposers - RFP #670 Telecommunications Maintenance, Equipment and Support														
		Black Box													
		Panel Member		Average		Panel Member		Average		Panel Member		Average	Panel Member		Average
Evaluation Criteria	Max Pts.	1	2												
Project Team	15	15	15	15											
Management Approach	10	10	10	10											
Respondent's Capabilities	35	35	30	32.5											
Project Approach / Understanding	20	20	15	17.5											
Cost	20	16	18	17											
Total Average Score				92				0				0			0
Recommended Proposer:	Black Box was the only vendor to submit a proposal														
Comments: <i>Include the total cost of the contract for E-Verify requirements</i>															

DIRECTIONS Below - delete this section once your matrix is complete:

***All sections of this project are required. If you need assistance, contact our Purchasing Manager.**

- 1) **RFP Description:** Insert RFP number and Title and a brief purpose for this RFP.
- 2) **Evaluation Process:** Briefly explain the review process and how the proposals were scored.
- 3) **Evaluation Matrix:** This sample matrix was designed to accommodate 4 reviewers on the panel, 6 evaluation criteria and 4 proposals. All projects are different, please adapt this form to fit the specific detailed in your project evaluations, etc. (Green print are examples only)
- 4) **Recommended Proposer:** Summarize for the BOCC/Elected Official your selection/negotiation process, recommendation and contract intentions.
- 5) **Comments:** Summarize the panel members comments that support the awarded proposal. Include contract amount for E-Verify
- 6) **Copy and save to your file when editing.** Delete these directions once you have your finished copy.

GS 14-21

Professional Services Contract
Contract Purchase Agreement No. _____

THIS AGREEMENT, entered this 17th day of June 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Black Box Network Services, after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through a competitive bid process by the County RFP # 670 and has the expertise to provide maintenance on the County phone systems.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:
 - A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."
2. Time. The contract shall be deemed effective beginning July 1, 2014 and ending June 30, 2016.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:
 - A. Fees paid Contractor shall be those fee schedules set forth in "Exhibit A".
4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by

the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The 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, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement and Exhibit "A", which consists of maintenance parameters, provider responsibility and pricing. Where provisions of the contract and provisions of the proposal are inconsistent, the provisions contained in the proposal shall be controlling.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Public records act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be

employed.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

ATTEST:


BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON


Clerk of the Board


Tom Mielke, Chair

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

David Madore, Commissioner


Deputy Civil Prosecutor

Edward L Barnes, Commissioner


Black Box Networking Service

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

What You Can Expect as a Customer

- 24 / 7 / 365 Customer Service
- Top technical professionals dedicated to delivering personalized support
- A value-added provider of our own line of products and services – design, build, and maintain

Service Contact Information

- For any service needs during normal business hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), you may call our Service Center toll free at (888) 565-2400 and select option 2 for service, or you may submit your service request via e-mail to LIV-OR01Service@blackbox.com.
- For after-hours' support (outside of normal business hours, on weekends and on holidays), you may contact our On Call Answering Service at (724) 873-6141.

Providers Responsibility:

Services agreement is for the equipment being maintained as listed in the RFP. Black Box shall, during the term of this agreement, furnish all parts, material and labor to maintain the equipment covered under this agreement in accordance with the manufacturer's specifications. Black Box will dispatch service personnel to Customer's premise to perform necessary repairs, unless the tech is able to perform the repairs from a remote location. Black Box shall conduct remote diagnostics testing, when applicable. Black Box will provide credentials to Clark County employees for access to NEC Learning center. This is an interactive learning site for NEC certification. If a question arises, Clark County may reach out to the technician for questions at no charge. Black Box has a policy on any call over 15 minutes will require a service ticket. Black Box does not restrict the amount of action the county may take on their phone system. Black Box will do our best effort to make any repairs on end of life equipment. Best effort is defined as a reasonable response to a request that can be achieved within the context of the technology and platforms available. Black Box will exhaust every avenue in order to service Clark County. Black Box has a large staff base we can reach to. End of life equipment will no longer receive manufacture support or parts. Black Box has a large line of vendors to acquire parts, if none can be gained from the manufacture. If Black Box is the selected vendor, Clark County will be given a peace of mind knowing the phone system will be supported by the number one dealer of NEC.

Response Time:

Repair Times

Acceptable maximum times for repairs are:

Emergency Out-of-Service as determined by County:	Two (2) clock hours
Out-of-Service:	Four (4) business hours
Affecting Service:	One (1) business day

When supporting equipment that has reached or exceeded its manufacturer 'end of support' date, the Proposer shall dispatch staff to resolve the issue within the time frame noted and make their best effort to resolve the issue with all available resources. If the Proposer is unable to resolve the issue, they shall immediately notify the County's Telecommunication Program Manager and propose an alternate solution.

Management Approach:

Service Call Escalation Procedures

The following information outlines the procedure for trouble reporting, maintenance and emergency service for placing of service calls and an escalation procedure to follow.

- For any service needs during normal business hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), you may call our Service Center toll free at (888) 565-2400 and select option 2 for service, or you may submit your service request via e-mail to LIV-OR01Service@blackbox.com

The call will be answered by our Dispatch Coordinator or one of her team members. Upon receipt of the call, a trouble ticket is opened immediately and the customer will be provided with a service ticket number for future reference. In the event of an emergency situation, a service technician is immediately dispatched. Emergency definition is below. If the call is not service effecting or a non-emergency situation, a technician will be scheduled for a service visit the next business day. Non-service effecting issues are calls where the county's phone system is currently operating correctly.

If for any reason you experience problems, you may speak with:

NAME	POSITION	OFFICE NUMBER	CELL NUMBER
Chuck Hartley	Director of Operations – West Region	(817) 303-3030	(214) 998-1473
Michael Ghibaudi	CFO & VP Operations	(631) 841-5200, ext. 228	(631) 235-6080
Jim McKenna	LIV Vice President	(631) 841-5212	(631) 566-4152

After Hours Emergency Service Procedure:

Emergency service is available on a 24 hour, seven day a week basis for warranty, retainer or maintenance customers. The following is the definition of an emergency, (this is an industry standard definition and Clark County will determine what constitutes an emergency):

Emergency Definition

An Emergency will exist under the following conditions:

Complete System Failure

- Four (4) or more trunks of lines at any site are out of service
- Any station that is a primary answering position for a publicly listed directory number cannot process calls
- Four (4) or more stations at any site cannot process calls
- Any situation determined to be an emergency by the County Telecommunications Manager

- For after-hours' support (outside of normal business hours, on weekends and on holidays), you may contact our On Call Answering Service at (724) 873-6141.

Respondent's Capabilities:Office:

Black Box Network Services has an office in Vancouver Washington. The address for our office is as followed: 1707 NE 65th Street Vancouver Washington 98665.

Staffing:

Black Box Network Services will maintain a staffing level to meet the response times required under the terms of this agreement. Black Box employs technicians in Vancouver Washington, and Eugene Oregon who will be responding to the county. In addition to the local staff, there are a large number of technicians and engineers that can provide support for this account. In our Western Region alone, we have additional resources in Las Vegas, Dallas, Denver, Chicago, Detroit and Dayton, over 60 employees that are certified on the products mentioned in this RFP. Our BBNS division, LIV – has been broken down into 4 geographic regions, Northeast, Mid-Atlantic, Southeast and Western. The west region geographically is the largest region in our division, spreading from the Ohio Valley south and to the Pacific Northwest and all areas in between. Within the entire division, (all 4 LIV regions), we have over 250 technicians that can provide assistance as well as an engineering group that is manned 24 x 7 that provides direct support to our field technicians. Included in our engineering group are 2 NEC Master Certified technicians. Additional support can be provided by NEC NTAC or AVST NTAC if required. Based upon our relationships with both manufacturers, we have Priority 1 access to both TAC groups; in essence, calls being placed by us receive priority over any other NEC or AVST dealer

Black Box also maintains a 24/7/365 on-call technician.

For our customers in OR, WA they can do one of the following to request service:

1. Send an e-mail to LIV-OR01Service@blackbox.com
2. Call our Service Dept. at (541) 485-9567 and select option 2 for service.

Staff Knowledge and Experience:

All Black Box employees used under this agreement shall be knowledgeable and experienced with NEC equipment. All our Technicians are current on the manufacture certification of the systems they service.

MAINTENANCE PRICING

Black Box Network Services is providing pricing on the following page based upon the options discussed here. Please note there are other maintenance vehicles that Black Box can offer Clark County. NEC will no longer provide support on end of life products. NEC has ended support on all NEAX 2400 and NEAX 2000 on March 31, 2014. Black Box offers flexible payment terms. Black Box will be able to invoice the Event Center directly, separate from the main county. Black Box will invoice as the county elects; yearly, quarterly, semiannually, or monthly. On the anniversary date of this agreement, Black Box and Clark County will reevaluate the port count, and adjust the terms accordingly.

Full Service Normal Business Hours: All parts and labor are covered during the County's normal business hours with phone coverage, Series E, Series I or better. After hours will be billed at the stated OT rate. Under this coverage any Moves, Adds or Changes, (MACs) would be billable. MAC's are typically billable at the stated hourly rate and parts will be priced based upon the catalog pricing provided in this response. In most cases the assigned BBNS Account Manager will provide a detailed quote for MAC work requested.

Years 1	Year 2
\$80,823.60	\$80,823.60

Location	Ports	\$ Per Port	\$ Per Month	\$ Per Year
1300 Franklin	5739	\$ 0.78	\$ 4,476.42	\$ 53,717.04
CCH	1924	\$ 0.78	\$ 1,500.72	\$ 18,008.64
Central Precinct	36	\$ 0.78	\$ 28.08	\$ 336.96
Fairgrounds	44	\$ 0.78	\$ 34.32	\$ 411.84
Event Center	220	\$ 0.78	\$ 171.60	\$ 2,059.20
Jail Work Center	40	\$ 0.78	\$ 31.20	\$ 374.40
Mabry	44	\$ 0.78	\$ 34.32	\$ 411.84
NW Precinct	116	\$ 0.78	\$ 90.48	\$ 1,085.76
Public Works	104	\$ 0.78	\$ 81.12	\$ 973.44
Waste Water Treatment	80	\$ 0.78	\$ 62.40	\$ 748.80
WSU Extension	288	\$ 0.78	\$ 224.64	\$ 2,695.68
Total	8635	\$ 0.78	\$ 6,735.30	\$ 80,823.60