



INTEGRATED CAD/MOBILE SYSTEM REQUEST FOR PROPOSAL

Date Responses Due: January 18, 2008
Time Responses Due: 3:00 PM Pacific Time

Address Responses To: Valley Communications Center
27519 – 108th Avenue SE
Kent, Washington 98032

Refer Questions To: Pam Gettman
CAD/RMS Project Manager
pamg@valleycom.org

Valley Communications Center Integrated CAD/Mobile System

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SECTION 1. RULES OF PREPARATION

1.1 INTRODUCTION

Valley Communications Center (Valley Com) invites your company to provide information on services and qualifications for the implementation of a comprehensive, turnkey, fully integrated Computer Aided Dispatch (CAD) system, mobile data system, automatic vehicle location (AVL), GIS/mapping and internal and external interfaces. Services would include: project management, system design, hardware specifications, software customization, interface development, systems integration, data conversion, testing, implementation and training.

The Request for Proposal (RFP) is organized into the following sections:

SECTION 1	Rules of preparation for the RFP
SECTION 2	Overview of Valley Com’s technology environment and vision for an integrated CAD and Mobile System
SECTION 3	Format guidelines for Applicant proposals
SECTION 4-24	Applicant Questionnaire
SECTION 25	Applicant Cost Summary

1.2 TIMELINE FOR SELECTION

Listed below are the scheduled milestone dates for the procurement process.

Release RFP	November 9, 2007
Deadline for Submission of Applicant Questions	November 28, 2007
Site Visit.....	December 6, 2007
Proposal Submission Deadline	January 18, 2008
Selection of Semi-Finalists	March 18, 2008
Customer Reference Checks Begin	March 27, 2007
On-Site Demonstrations Begin	May 12, 2008
Customer Site Visits Begin.....	June 9, 2008
Identification of Finalist	August 1, 2008

1.3 COMMUNICATIONS WITH VALLEY COM AGENCIES

IMPORTANT NOTICE TO ALL APPLICANTS

This is a web-based RFP process. Any updates, amendments or modifications to the RFP procedures or content will be posted on Valley Com's web site (www.valleycom.org), but will not be delivered to registered Applicants. Each Applicant is responsible for checking this web site regularly for any posted changes. Valley Com will not be responsible for an Applicant's failure to monitor this web site.

All communications regarding this RFP from Applicants and other sources must be directed as follows:

Pam Gettman	Phone: (253) 372-1541
Valley Communications Center	FAX: (253) 372-1305
27519 – 108th Avenue Southeast	Email: pamg@valleycom.org
Kent, WA 98030	

Contact with Valley Com or any Valley Com owner or contract agencies, or any of their employees regarding this procurement is expressly prohibited without prior consent.

1.4 PROPOSAL FUNDAMENTALS

Valley Com is seeking to evaluate proposals that satisfy fundamental characteristics as follows:

- Solution handles a minimum of 30 distinct jurisdictions and agencies for police, fire and EMS.
- Solution is commercially available off-the-shelf (COTS).
- Solution runs under the Microsoft Windows operating system.
- Solution uses either Microsoft SQL or Oracle as its database management system (DBMS).
- Solution is implemented in at least two paying sites (excluding any beta installations).
- Solution is in-use by a multi-disciplinary, multi-agency site serving a population of at least 300,000.
- Applicant has been established for a minimum of five years.

If any Applicant fails to meet these fundamental characteristics, Valley Com reserves the right in its sole discretion to consider the proposal as non-responsive.

1.5 PROPOSAL SUBMISSION

Sealed proposals should be received by 3:00 PM, Pacific Standard Time at Valley Com address listed below. Mailing envelopes must be clearly marked “Valley Com – CAD/Mobile System RFP”. Applicants are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, will not necessarily be grounds for a waiver of the deadline requirement. Proposals submitted after the deadline may be rejected. Proposals submitted via email or facsimile will not be accepted. All proposals must be delivered to:

Valley Communications Center
Attention: Pam Gettman
Integrated CAD/Mobile System RFP
27519 – 108th Avenue Southeast
Kent, WA 98030

Each proposal should include three items:

- Applicant Questionnaire
- Requirements Workbook
- Applicant Cost Summary

The Applicant Questionnaire and Requirements Workbook should be submitted together. The Applicant Cost Summary should be sealed and submitted separately so that substance and quality can be analyzed separately from cost.

The Applicant must submit one (1) signed original proposal, along with ten (10) copies, and one (1) electronic copy of the proposal items mentioned above. An authorized representative of the Applicant must sign the proposal. The proposals containing original signatures should be clearly marked “original”.

Hard copies of the proposals should be presented in a professional manner such as spiral bound or professional grade folder/three ring binder. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators should serve to divide major sections of the proposal. Manuals and other reference documentation may be bound separately.

The Applicant should sufficiently address each item presented in the RFP in accordance with the instructions contained in this RFP. Proposals must be clear, detailed, succinct and specific to Valley Com. Each item should be addressed or Valley Com may consider the proposal as non-responsive.

Applicants are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from Applicants at the discretion of Valley Com.

Upon receipt of Applicant proposals, each Applicant shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure to examine any form, instrument, or document contained or referenced in this RFP shall in no way relieve Applicants from any obligation with respect to this RFP.

Valley Com reserves its right to reject any or all proposals at any time, with or without cause.

1.6 APPLICANT QUESTIONS

Valley Com will address questions from Applicants about this RFP. Applicant questions must be submitted in writing (they may be faxed or sent via e-mail) by Wednesday, November 28, 2007 at 5:00 PM PST. Copies of questions relevant to the RFP process, together with Valley Com's response will be posted on Valley Com's web site www.valleycom.org.

Applicants who seek information, clarification, or interpretations from Valley Com employees or Valley Com agency personnel without using this written submission process may be removed from consideration. In addition, information so received is used at the Applicant's own risk and Valley Com shall not be bound by any such representations, whether oral or written.

1.7 SUMMARY OF RFP PROCESS

The outline given below describes Valley Com's procurement process after the RFP is released.

Applicant Pre-Proposal Conference

There will be no pre-proposal conference for this RFP.

Site Tour

Valley Com will host an open house at Valley Communications Center (27519 – 108th Avenue SE, Kent, WA 98030) on December 6, 2007 from 1:00 to 5:00 PM Pacific Standard Time. The purpose of this open house is to offer site tours of the facility. Applicants are not required to attend this event. Applicants who plan to attend the Site Tour should RSVP to Pam Gettman by Friday, November 30, 2007.

RFP Changes or Amendments

Any RFP revisions will be issued in the form of an addendum and will be posted on Valley Com's web site.

Applicant Submits Proposal

Refer to instructions in Section 3, *Applicant Questionnaire Overview* and Section 25, *Applicant Cost Summary* for the required Applicant response format and content.

Valley Com Evaluates Proposals

Proposals will be evaluated based on their merits in response to Sections 4 – 25. Valley Com's evaluation team will determine which Applicant solution can best serve Valley Com's goals and environment. The evaluation will focus on the following aspects:

- Applicant Qualifications
- Software Functionality and Integration
- Software Interfaces
- Ease of Use
- Technical Architecture and Support
- System Software and Support
- Implementation Assistance
- Warranty and Maintenance
- References
- Costs

Although scoring will be used to evaluate proposals, Valley Com's evaluation team reserves the right to make subjective decisions as to the selected finalist(s). Scores will be instructive to the evaluation team, but not binding. Scores will inform the team's decision, but will not control the team's decision.

Valley Com reserves its unqualified right to select the Applicant it determines best meets all of the needs and goals of the communications center and member agencies. The team, and not any Applicant, is best qualified to make that decision.

Valley Com Announces Semi-Finalists

Valley Com will announce up to three semi-finalists. Valley Com reserves the right, at any time during the selection process, to include additional Applicants for final evaluation activities. Selected Applicants will be notified and a time will be scheduled for the Applicant to participate in scripted product demonstrations, technical discussions and proposal validation discussions. Semi-finalists will be asked to provide additional information along with system documentation.

Valley Com Evaluates Applicant Documentation

Valley Com will evaluate Applicant documentation on the following subjects:

- System overview
- System administration (hardware and software)
- Interface and API design, use and maintenance
- Database setup, configuration and maintenance

- Database schema and data dictionaries including: table relationship diagrams, tables and keys with descriptions, fields contained within each table and fields in tables that are cross-referenced to other tables.
- Crosswalk that maps table values to fields displayed in the application front end (e.g., views or screens).
- Application software manuals

Valley Com may also request additional documentation.

Valley Com Checks Customer References

Valley Com will perform extensive customer reference checks for each semi-finalist.

Applicant Demonstration and Discussion

Each semi-finalist will be invited on-site for a two (2) day event as described below:

- *Scripted Demonstrations*

Valley Com will provide demonstration scripts to each semi-finalist at least 1 week before the Applicant's scheduled demonstration. Each semi-finalist will demonstrate its proposed solution based on the issued scripts. Scripts will include some sample data. Sample data requirements will be minimal and sample data preparation is not expected to be burdensome. The scripted demonstration may take approximately 8 to 12 hours.
- *Technical Discussions*

Valley Com may require Applicant's technical experts to participate in discussions related to solution architecture with staff.
- *Proposal Validation*

Valley Com and Applicant will discuss Valley Com's needs and the proposed solution, including the cost model. The purpose of this activity is to:

 - Begin developing a partnership.
 - Enable Valley Com to fully understand the proposal's cost element in order to equitably compare competing proposals.
 - Discuss Applicant business qualifications.
 - Discuss scope of potential system modifications.

Hands-On Demonstration of Proposed Products

Semi-finalists may be required to arrange the on-site availability of its products in the proposed solution to give selected Valley Com personnel the opportunity to work with the proposed

products. At minimum, access to the proposed products should be available for an eight-week period. The Applicant may be required to assist Valley Com during this time period.

Valley Com Visits Applicant Client Sites

Semi-finalists may be required to make arrangements for a team from Valley Com to visit up to three (3) representative customer sites for purposes of viewing firsthand the proposed products used in a live production environment. Valley Com will select the customer sites, conduct these visits at its own expense, and prepare an agenda prior to the visitations.

Valley Com Reviews Financial Statements

Semi-finalists may be required to provide a copy of their most recent audited financial statements.

Final Applicant Selection

Valley Com reserves the right to negotiate with all Applicants deemed qualified based on its evaluation process. Qualified Applicants are those Applicants identified as viable by the evaluation team. At this stage in the process, Valley Com prefers to work with a single Applicant on the terms of its proposal; however, Valley Com may elevate more than one viable Applicant to the next level.

All other proposals shall be held available and open for a period of 180 days. If negotiations fail with the Finalist for any reason, Valley Com may re-select another Applicant and enter into finalist negotiations.

Valley Com will invite the selected Applicant(s) to participate in separate, on-site “discovery” sessions. The purpose of these sessions is to allow the Applicant(s) to ask questions and find answers that will enable the Applicant to develop a detailed Statement of Work. The Statement of Work, including updated costs, will be submitted to Valley Com for evaluation. The selected Applicant will be notified and a time scheduled for final contract negotiations.

Acceptance Test Plan

Valley Com envisions that the proposed software and services will be implemented or rendered and validated as discrete deliverables. Acceptance criteria will be developed for each deliverable. Valley Com will develop (in consultation with Applicant) and reach mutual agreement with Applicant on an acceptance test plan detailing the scope of testing and validation, and specific test cases for each deliverable. All testing will be done using Valley Com equipment.

Progress Payment Schedule

Valley Com expects to make staged progress payments based upon on-time completion of specific work packages, delivery of corresponding functionality and task acceptance by Valley

Com. These units of work and performance requirements are to be defined prior to contract execution.

Finalize Contract

This selection phase will be used to finalize the contract terms and conditions. See Appendix A, *Terms and Conditions*, for details. If Valley Com and the selected Applicant are unable to agree on terms and conditions at this point, Valley Com may exercise its right to negotiate with other Applicants. Every Applicant, by submitting a proposal, agrees to comply with all contract terms and conditions attached in Appendix A; however, Valley Com reserves the right to add terms and conditions during contract negotiations.

Contract Approval

Valley Com's obligation will commence when the Valley Com Administrative Board approves the contract. Upon written notice to the Applicant, Valley Com may set a different contract starting date, and all warranties and price guarantees, and other time sensitive conditions will be adjusted accordingly. Valley Com will not be responsible for any work done by the Applicant, even work done in good faith, if it occurs prior to the contract start date set by Valley Com.

1.8 DELIVERABLES AND SCHEDULE

The selected Applicant will complete all deliverables related to this CAD replacement within one (1) year starting upon contract agreement including the following:

- Develop implementation plan
- Business process review
- Detailed system specifications
- Detailed interface specifications
- Implement hardware and software
- System configuration (aka "tailoring")
- Install and configure application
- Create geofile
- Data conversion
- Develop and test interfaces
- Conduct testing
- Conduct training
- Final cutover and acceptance

1.9 COSTS INCURRED BY APPLICANTS

Valley Com shall not pay costs incurred in the proposal preparation, printing, demonstration, or negotiation process. Every Applicant is responsible for all costs it incurs during the application and

selection process, with the exceptions of costs associated with Valley Com personnel visits to other sites.

1.10 CLARIFICATIONS TO PROPOSALS

Valley Com reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure to respond to a request for additional information or clarification may result in rejection of the proposal. Valley Com's retention of this right shall in no way reduce the responsibility of Applicants to submit complete, accurate, and clear proposals.

1.11 ERRORS IN PROPOSALS

Applicants are responsible for all errors or omissions in their proposals and any such errors or omissions will not serve to diminish their obligations to Valley Com. Applicants will not be allowed to alter proposal documents once proposals have been submitted unless Valley Com provides its written approval. Valley Com may waive minor administrative irregularities contained within the proposal documents.

1.12 PERIOD OF VALIDITY OF PROPOSALS

The Applicant must certify that its proposal will remain in effect for 180 days after the completion of Applicant demonstrations. Valley Com may request an extension beyond the 180 days.

1.13 REFERENCE CHECKS

Valley Com may conduct reference checks on competing Applicants throughout the procurement process. Valley Com may also contact any person or organization for information regarding an Applicant regardless of the references provided by the Applicant.

1.14 RIGHT OF SELECTION OR REJECTION OF PROPOSALS

Valley Com offers this RFP as a competitive negotiation. Valley Com, at its sole option, may select or reject any or all proposals for any reason, may waive any informality in the proposals received, and may waive deviations from the specifications and shall be the sole judge thereof. Selection of an Applicant shall not be construed as a contract award. Valley Com may award a contract on the basis of information in addition to that received in a proposal. Therefore, it is emphasized that all proposals should be complete and submitted with the most favorable financial terms.

1.15 INCORPORATION OF RFP AND PROPOSAL IN THE FINAL AGREEMENTS

This RFP and the Applicant's response, including, without limitation, all promises, warranties, commitments, demonstrations and representations made during the proposal selection process, shall be binding and incorporated by reference into Valley Com's contract with the Applicant.

1.16 PRIMARY APPLICANT CONTACT

The proposal must be signed by an officer authorized to negotiate for and contractually bind the Applicant. The proposal must identify the officer's position in the organization, address, telephone number, fax number, and e-mail address.

1.17 PROPRIETARY MATERIAL

Valley Com will attempt to protect legitimate trade secrets of any Applicant. Examples of such information would be unpublished descriptions of proprietary system design. Any proprietary information contained in the proposal must be designated clearly and should be separately bound and labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal. Applicants should be aware that Valley Com is required by law to make its records available for public inspection. The Applicant, by submission of materials marked "Proprietary Information," acknowledges and agrees that Valley Com will have no obligation or liability to the Applicant in the event that either must disclose these materials. However, in the event Valley Com receives a request for information marked proprietary, Valley Com will use its best efforts to contact the Applicant that is the subject of the request so that the Applicant can intercede in court to attempt to stop the disclosure.

1.18 CONFIDENTIALITY OF PROPOSAL

Valley Com intends to keep each proposal confidential. By submitting itself to Valley Com's proposal process, each Applicant agrees that it will not seek to obtain, review, or compare any other proposal until final selection is complete. Accordingly, and to the extent allowed by law, if Valley Com receives any such requests from any Applicant, Valley Com will refuse that request, and will not disclose any part of any other proposal. If an Applicant nevertheless persists in its efforts to obtain, review or compare any other proposal, Valley Com may, at its sole option, eliminate that Applicant from further consideration.

1.19 MULTI APPLICANT SOLUTIONS

Valley Com will not accept multi Applicant solutions (i.e., those that include software or services to be supplied by other entities) unless the Applicant identifies a single entity ("Prime Applicant") that will assume project management, legal, and financial responsibility for the complete implementation process. The Prime Applicant should be the sole point of contact, including all payments owed. Further, the

Prime Applicant shall assume full responsibility for the demonstration, construction (if required), delivery, installation, and acceptance testing of the proposed items supplied by its subcontractor(s). Multi-Applicant proposals must include one consolidated response with all cost items included in the *Applicant Cost Summary* (Section 25). Each subcontractor used by the Prime Applicant on this project shall be identified to Valley Com in Section 7, *General Information*. Each subcontractor shall complete Section 7, *General Information* and complete Section 8, *References*. Where necessary, RFP response pages may be duplicated for each Applicant. However, there must be one combined response with all total costs clearly identified.

1.20 OTHER GENERAL CONDITIONS

- Current Version - "Packaged" application and system software shall be the most current publisher's or Applicant's version, as of date of contract.
- Changes - No alteration in any of the terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of Valley Com.
- Penalties - Valley Com may wish to include in the final contract penalty provisions such as liquidated damages.
- Unavailability of Funds - If funds become unavailable to Valley Com, this award will either be postponed or canceled.

1.21 PROPOSAL DISPOSITION

All materials submitted in response to this RFP shall become the property of Valley Com.

SECTION 2. PROJECT BACKGROUND AND VISION

2.1 BACKGROUND

Valley Com was formed in 1977 by an Inter-local agreement between the Cities of Renton, Kent, Auburn and Tukwila to consolidate their police and fire dispatching services into one organization. Valley Com began dispatching on August 1, 1977. Since then, the City of Federal Way has become an owner agency and several public safety agencies have entered into contractual relationships with Valley Com for emergency communications services.

Today, Valley Com is the largest combined communications center in the State of Washington, handling emergency, fire, police, and medical calls for most of South King County. Currently Valley Com provides dispatch services for 24 police/fire/EMS agencies covering a service area of approximately 375 square miles and an estimated population base of 673,000. In total, Valley Com agencies use a fleet of ~500 vehicles/apparatus in support of public safety.

Valley Com dispatches for the following 9 Police Departments:

- City of Algona Police
- City of Auburn Police
- City of Black Diamond Police
- City of Des Moines Police
- City of Federal Way Police
- City of Kent Police
- City of Renton Police
- City of Pacific Police
- City of Tukwila Police

Valley Com dispatches for the following 14 Fire Agencies:

- Burien Fire
- Fairwood Fire
- City of Kent Fire
- Maple Valley Fire
- Mountain View Fire
- North Highline Fire
- Palmer Selleck Fire
- City of Renton Fire
- City of SeaTac Fire
- Skyway Fire
- South King Fire & Rescue (Federal Way & Des Moines)
- City of Tukwila Fire
- Valley Regional Fire Authority (Auburn, Pacific & Algona)
- Vashon Island

Valley Com also provides dispatch services for King County Medic One. These units include:

- Medic 4
- Medic 5
- Medic 6
- Medic 7
- Medic 8
- Medic 9 (Vashon Island)
- Medic 11
- Medic 12
- Medic 13
- Medic Field Supervisors (MSOs)

Valley Com is governed by an Administrative Board comprised of the Mayors of the Cities of Kent, Renton, Auburn, Tukwila and Federal Way. There is also an Operations Board that reports to the Administrative Board. The Operations Board is comprised of the police and fire chiefs of the same five cities, as well as two members from contract agencies.

Since 2002, Valley Com has operated out of a state-of-the-art 24,000 square foot facility located in Kent. This facility currently houses a total of 117 personnel including 57 dispatchers, 40 call receivers, 8 communications room supervisors and a staff of 12 administrative personnel.

2.2 VALLEY COM CURRENT CAD SYSTEM

Valley Com utilizes a PRC COBOL CAD dispatch system (Single Source v-SS74 and Message switch v – SS30) and provides dispatch-only integration with field mobile data computers (MDC) mounted in vehicles. The current system has been highly customized to meet the specific needs of users throughout the years. Existing usage profiles of CAD include:

Dispatch:

- Police, Fire and EMS dispatching
- Call monitoring
- Supplementing call information
- Managing fire move ups
- Messaging

Police:

- Names and plate searches
- Researching incident history
- Messaging
- Call and unit status monitoring
- Checking for call updates
- Gathering incident and performance data to write reports
- Transferring CAD incident data to member agency records management system (RMS) solutions.

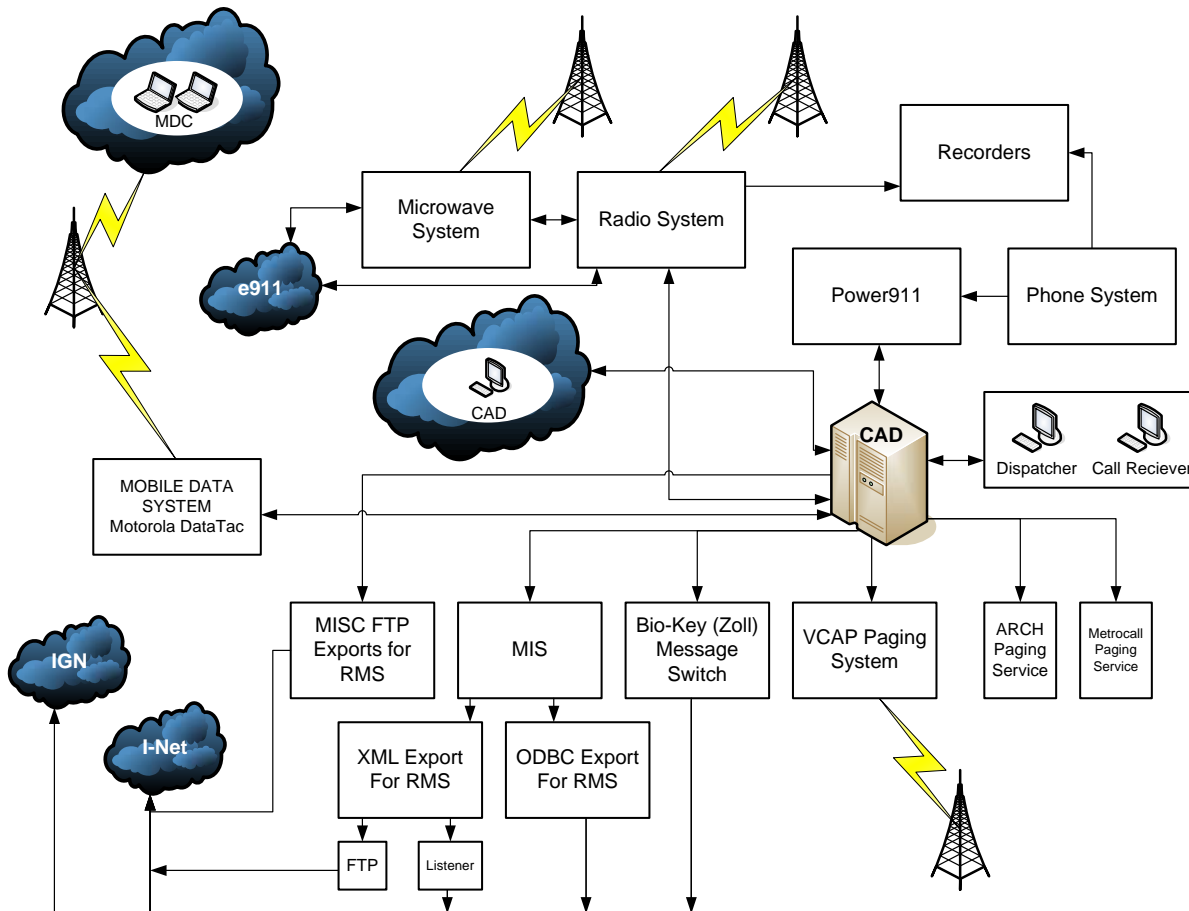
Fire/EMS:

- Researching incident history
- Researching missing times
- Messaging
- Call and unit status monitoring
- Viewing activity in surrounding jurisdictions
- Checking for call updates
- Gathering incident and performance data to write reports
- Transferring CAD incident data to member agency records management system (RMS) solutions.
- Paging
- Reviewing run cards

The CAD system is deployed on 34 workstations in Valley Com's communication room as follows: 16 call receiver positions, 16 dispatcher positions and 2 supervisor positions. Staffing is peak-load driven – staffing may utilize all 34 workstations at peak demand periods. In addition, Valley Com's operations training room has 12 CAD capable workstations which are primarily used for training. In the future, a remote backup center will be configured with ~15 workstations. In addition, Valley Com agencies use CAD at their remote locations for operations management.

2.3 EXISTING CAD TOPOLOGY

The following diagram depicts the existing CAD topology and existing connections in use by Valley Com:



CAD is currently accessed via three methods:

- Full-access workstations within the Communications Center
- Remote workstations (i.e., ports) located at Valley Com member Police, Fire and EMS agencies
- Mobile Data Computers in use by the majority of agencies served by Valley Com.

A brief description of each component depicted in the topology below:

Component	Description
Mobile Data System	Valley Communications current mobile data system runs on a Motorola DataTac 19.2 Kbps base station. There are 4 base stations, one RNC (Radio Network Controller) and one WNG (Wireless Network Gateway). The 4 base stations are located at various sites. Each base station is responsible for transmitting and receiving data from both the CAD system and user clients. The RNC handles the flow of data between all 4 sites and ensures the correct data is transmitted to the proper VRM (Vehicle Radio Modem) ID. The WNG is responsible for the registration and de-registration of VRM IDs allowing VRMs to be actively participating on the network or disabled.
E911	E911's system/network is connected to both the CAD system and the King County radio system. This system/network allows the CAD system to inhibit and de-inhibit radios on the system. It also provides radio banners on the CAD System that display such things as Radio ID numbers when an emergency button is pressed.
Microwave System	Valley Communications Microwave system is part of a bigger radio system tied in with King County. The Microwave system provides links between Valley Communications and its radio sites as well as redundant backup for both Valley Communications and all other participating PSAPs who currently use the King County radio system.
Radio System	As mentioned above, the King County radio system is responsible for handling all radio communications between Valley Communications and its users as well as user-to-user communications.
Recorders	The recording systems at Valley Communications are products of a NICE Wordnet recording system. Valley Communications currently has two recorders, one for the radio system and one for the phone system. The Radio system recorder is connected to individual radios of which each radio is listening to a specific channel. As a radio transmits, the recorders record the audio. The Phone system recorder is connected to the phone system. The second a phone call is picked up, the recorder is activated to record on the line in which the call is incoming. This ensures complete recording of all calls coming in and out of the communications room.
Power 911	Positron Power 911 phones PCs and handsets handle all incoming calls to the communications room. The Power 911 phone system is 90% PC based in which the PC is a direct replacement for a physical handset.
Phone System	The Phone system at Valley Communications is comprised of a single PBX that facilitates both the communications room and administrative staff handsets. The PBX is responsible for directing incoming calls to the proper location based on programmed extensions in the handsets.
CAD	The CAD system is the center of all processed calls for Valley Communications. It handles and maintains information pertaining to each call as well central location for all information and routing of that information between Call Receiver to Dispatcher, Dispatcher to Dispatcher, Dispatcher to Vehicle and any user to user messaging. The CAD system also contains information for map boxes, addressing, unit IDs and pager information.
Misc. FTP for Exports for RMS	Valley Communications has FTP capabilities from the CAD system to both Auburn PD and Federal Way PD. The CAD system sends Incident information to these to locations which then populates the agency's respective Spillman police RMS database. Database servers at the agencies are neither owned nor maintained by Valley Communications.
MIS	<p>MIS is a server that maintains all CAD incident data after the incident is closed. It is a secondary storage repository for CAD data and is not required for the CAD system to operate. MIS was designed and developed by Valley Communications and PRC as a central repository from which Valley Communications and its customers generate statistical reports.</p> <p>PRC developed a user interface titled ARI (Advanced Records Interface) which is used at Tukwila PD and Federal Way PD. ARI provides agencies with the ability to run pre-designed reports for their jurisdiction. Most agencies that require information or reports based on incident history in CAD prefer to contact Valley Communications to obtain this information.</p>

XML Export For RMS	<p>The XML interface serves the City of Renton as a means to populate their New World police RMS and FDM fire RMS databases. An interface was designed and installed on the MIS server. This interface is both a listener and converter. It waits for closed incidents with RP (Renton Police) and RF (Renton Fire) headers, then converts the data file to XML, opens a connection and sends it to the City of Renton. The interface was designed to work with New World System's listener and uses the FTP standard.</p> <p>At this time, King County Medic One uses the FTP option wherein Valley Communications sends the XML file to King County Medic One's FTP server.</p>
ODBC Export for RMS	<p>In order for Valley Communications staff to run reports, they access the MIS server via an ODBC.</p> <p>The City of Kent also uses an ODBC connection to fetch Kent PD incident data and download it to their Tiburon police RMS database.</p>
(Zoll) BIO-key / SMS	BIO-key's SMS Server transfers CAD incident data to the BIO-key fire/EMS RMS databases at participating fire agencies. Once a CAD fire incident is closed, it is sent to the SMS Server which in turn re-formats the information and forwards the data via FTP to each participating fire agency's respective SMS server which populates their BIO-key fire/EMS RMS database.
VCAP Paging System	VCAP or Valley Communications Paging system is the primary form of dispatch notification. While many agencies use the VCAP system for dispatch notification, some also use it for administrative purposes as well including secondary notification and other administrative requests.
Arch Paging system	The ARCH Paging system owned and operated by USA Mobility is used for administrative pages and notifications.
Metrocall Paging system	The Metrocall Paging system owned and operated by USA Mobility is used for administrative pages and notifications.

2.4 COUNTY, STATE AND FEDERAL SYSTEMS

Valley Com agencies rely upon a number of County, State and Federal systems for information support. The following describes the major systems:

- **ACCESS and related State Systems** – ACCESS is a Washington statewide law enforcement network. The network supports electronic message exchange with other jurisdictions throughout Washington. It also provides access to the Washington State Patrol's Criminal Information Center (WACIC) system, the Department of Licensing driver and vehicle registration systems, and other state-level databases. ACCESS is also the state's gateway into the national NLETS network. Valley Com users can connect to ACCESS through the PRC CAD system. The PRC CAD system connects to ACCESS via TCP/IP.
- **NLETS and related federal systems** – National Law Enforcement Telecommunications System (NLETS) network supports electronic message exchange with jurisdictions throughout the United States. It also provides access to the Federal Bureau of Investigation's National Criminal Information Center (NCIC). Agency users connect to NLETS and NCIC through the ACCESS gateway hierarchy discussed above.

2.5 CURRENT AND PROJECTED VOLUMES

The following table presents application volume information for sizing the processing and licensing capabilities of the proposed System. Current volumes reflect the combined total of existing jurisdictions served by Valley Com. The proposed System should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth.

Applicants are responsible for providing all software solutions and recommending hardware configurations with sufficient capacity and performance capabilities to support the volumes noted below.

Item	2008 Projection	5 Year Projection
Population	673,565	697,411
Area (sq. miles)	375	375
Total Agencies Served	24	24
Number of Concurrent Users	~376	~467
Full CAD Access (Entry/Query)	484	557
Mobile Access to CAD	498	625 ¹
Total Calls for Service ²	465,234	578,779
High Priority Calls	667,115	823,584
9-1-1 Calls	529,022	653,102
Non 9-1-1 High Priority Calls	138,093	170,482
Cellular 9-1-1 Calls	253,931	313,489

Valley Com retention guidelines require all CAD incident data including narrative and all supporting data be kept on-line for a period of three years.

2.6 PROJECT VISION

Valley Com anticipates the new CAD and mobile systems will utilize the latest technology, establish a solid foundation for future systems (specifically regional records management systems), and provide rapid handling of calls for service. Valley Com intends to implement a solution that is characterized as follows:

- Is proven in multi-disciplinary, multi-agency implementations serving a population of similar size to Valley Com
- Can be supported and maintained by Valley Com staff (e.g., system administration)
- Offers user-friendly, basic functionality
- Is cost effective and creates efficiencies in the highest priority operational processes (e.g., call processing)

¹ Based on DELTAWRX Data Transport Analysis which assumed approval of all pending annexations.

² Based on the 2008 call for service budgetary formula.

- Integrates geographic information systems (GIS) functionality to meet both Valley Com and customer needs
- Provides real time displays of information critical for quick decision making
- Offers ad-hoc and flexible reporting capabilities

In preparing support strategies and costs, vendors should assume 24-hour per day, seven days per week operation of all proposed systems. Performance of critical applications, such as call receipt and dispatch, should not be impacted by lower priority system use. The proposed solution must meet specific performance, loading and reliability criteria prior to final acceptance.

Valley Com requires that all modules identified in this RFP be tightly integrated. All modules should run on the same platforms, share the same graphical user interface with a consistent “look and feel”, and share a common database. In addition, all interfaces to ancillary or external systems should be designed and developed to eliminate redundant data entry. All data entry screens should support the pre-population of all available data based on master file information. The solution should also provide real time integrated mapping for all CAD users.

A turnkey system without customization is the optimal solution; however, it is understood that some customization may be required to obtain the functionality in this RFP. Valley Com is willing to entertain innovative proposals; however, there is no interest in being a beta site for any products.

2.7 CAD TECHNICAL VISION

Valley Com is interested in leveraging information technology best practices in designing, implementing and administering the new System. While Valley Com does not intend to be the architect of the Applicant’s recommended solution, Valley Com strongly prefers a technical solution that, in addition to other components, provides the following:

Multiple System Environments – Valley Com desires several logical environments of the system for production, training and testing purposes. The production environment will be used for production operations. The training environment will be used for training users. The test environment will be used for testing system fixes, new releases, et cetera. All environments are distinct so that changes made in one environment will not affect another environment. Assume that all environments are operational and in use at the same time. Ideally, the training and test environments have all of the interfaces needed to emulate the production environment.

Stand-By System – Valley Com is seeking a hot, stand-by system located off-site that is available with near real-time data to which the system can switch if the production environment fails. The stand-by system should be physically separate from the production system to expedite business resumption efforts in the event of a disaster.

Query and Reporting Server - Valley Com envisions running CAD related queries and reports against a repository containing CAD incident data, which is separate from the CAD system. This scenario would avoid system degradation to CAD that is associated with executing queries and generating reports.

Universal Data Stream – To support regional data sharing, Valley Com envisions using a universal data stream (e.g., XML) as the data-sharing standard with its agencies. A secondary program may be required for each agency's RMS to select field values from the universal data stream, reformat the data and in turn, populate RMS fields. Valley Com would support the universal data stream while its agencies would support the secondary program to populate their respective RMS. Valley Com is seeking to export CAD data to the following RMS solutions is use by Valley Com agencies:

RMS	Vendor
Law RMS	Justice RMS
	New World
	Spillman
	Tiburon
Fire/EMS RMS	BIO-key (Zoll)
	FDM

2.8 SCOPE OF SERVICES

2.8.1 Overview

Valley Com intends to contract for services necessary to implement a state-of-the-art turnkey CAD system with fully integrated call taking, unit and incident management, proximity dispatching, mobile data software, AVL, GIS/mapping, and internal and external system interfaces. Additionally, part of this contract will include perpetual and non-exclusive software licenses, upgrades and annual service and maintenance to the proposed CAD system. It is Valley Com's intent to procure the best combination of software and services at the most reasonable cost. The products and services provided by the selected Applicant should meet all of the requirements outlined in this RFP.

2.8.2 Software Systems

The Applicant must provide a software solution to address CAD and CAD-related information needs. Valley Com expects the Applicant to provide all of the software (except for the operating system and database management system) necessary for a fully functioning System at the time of implementation. All proposed software versions must be generally available and deployed in a live environment from the software manufacturer before the proposal deadline. The version for each module proposed must be identified within the Applicant's responses. Valley Com does not intend to consider any mid-implementation upgrades during this project.

All System Components should be highly reliable and fully integrated, eliminating the need for redundant data entry. All interfaces to ancillary or external systems should also be designed and developed to eliminate redundant data entry. The following list of systems is expected to be included in the Applicant's solutions for the replacement CAD System.

- **Computer-Aided Dispatch System:** Replace the current Northrop Grumman PRC CAD System with a comprehensive CAD System that is fully integrated with required interfaces.

The CAD system should be capable of supporting a variety of law, fire and EMS functions such as premise history, priority dispatching, call proximity dispatching, and incident/alarm level recommendation. Specific functionality is detailed in the separately attached Requirements Workbook.

All data entry screens should support the pre-population of all available data based on master file information (e.g., location). The replacement CAD System should be user-friendly by providing integrated windows functionality, as well as allowing for agency-defined user access to various data sources. In addition, the System should eliminate the need for redundant data entry, provide the ability to conduct real time integrated mapping for all CAD users and allow for interconnections between other systems (e.g., E911, NetClock)

The proposed CAD system should be highly reliable with the Applicant providing redundant System solutions (e.g., back up server, hot-standby server).

- **Mobile System:** Replace the current Mobile CAD software (i.e., Northrop Grumman CommandPoint Mobile and Motorola Tx Messenger) with new mobile software that fully integrates with CAD. The Mobile CAD software will be used by most Valley Com agency units and will be installed on a variety of different mobile data computer (MDC) platforms. Applicants should propose a software system that includes the following:
 - Electronic dispatching between Valley Com and owner/contract agency mobile computers
 - Electronic messaging between mobile devices and other member agency workstations
 - CAD query and reporting from MDCs
 - Other functions as specified in the separately attached Requirements Workbook.
- **Message Switch:** Valley Com is expecting the Applicant to provide message switching software that will allow access by all fixed and mobile workstations to all System Components, and will handle external inquiries (e.g., WACIC) made by end-users. Message switch functions should be integrated with the CAD System or other hardware and system software.
- **GIS/Mapping:** Create a centralized repository to support the geofile and geo-based data functions of the new CAD and mobile mapping systems. (Valley Com does not currently use a geographic information system.) The goal would be to leverage shared GIS data between its member agencies based on clearly defined data security and access privileges. In addition, Valley Com seeks a

comprehensive integration strategy with other County and City Departments so that it can create other map layers from additional mapping databases.

Data integrity and reliability should also be addressed when creating a GIS/mapping system strategy. Valley Com seeks a system that is highly reliable with adequate backup that will prevent the loss of data when a failure in the primary CAD system occurs. In addition, there should be no downtime to the CAD system when GIS updates occur. The Applicant is expected to provide all required services and software to build a geofile system.

- **Automatic Vehicle Location (AVL):** Member agencies do not currently use AVL. Valley Com is expecting the Applicant to provide a CAD solution that integrates AVL with the mapping application within the CAD and Mobile Systems. Proposed CAD solutions should be able to support closest-unit dispatching in an environment where some agencies opt to deploy AVL while other agencies do not. Usage of AVL will ultimately be made on an agency-by-agency basis.

2.8.3 Interfaces

In addition to the integration of the proposed System Components, the Applicant will be responsible for providing interfaces to key Valley Com and external systems. Required integration and interfaces are identified in Section 19, *Interface Development*. Detailed requirements are in the attached Requirements Workbook.

2.8.4 Hardware and System Software

Valley Com expects the Applicant to identify all hardware and system software (e.g., operating system software and database management system software) required to implement the proposed solution with optimum performance. All proposed hardware and system software should be non-proprietary, commercial off the shelf. Valley Com will procure the hardware and system software based on the Applicant's recommendations.

2.8.5 Data Conversion

Valley Com is seeking to populate the new CAD System with critical legacy data in the most cost-effective means possible. Applicants should provide a plan for the analysis and conversion of the data into the proposed System. The plan should include the scope of the project, analysis of requirements, alternative approaches, recommended method and implementation process. The proposal should also include the specific methodology for assessing and/or converting the designated data files to the new CAD system.

Valley Com is considering conversion of the following information from the existing Northrop Grumman CAD system to the new CAD system:

Record/Fire Name	Description	Approx. Record Volume
Incident Type Code	Code assigned to an incident which determines priority and resources to dispatch (i.e., police, fire/EMS or combined response)	7,200 ³
Station Order	Station pick list for fire agencies	1,720
Fire Response List	Unit and skill set pick list based on incident type for fire agencies	2,530
Unit Assignment File	Unit and skill set pick list based on incident type for police agencies	1,000
Personnel (Security File)	List of user IDs and associated security clearances for CAD and WACIC	2,230
Radio Number Assignments	List of portable radios and associated units	310
Pager File	List of pagers and associated person, apparatus or station (currently used exclusively by fire agencies)	700
Info/Index File	Free form general resource records such as phone lists, call-out lists, procedures, etc.	250
Premise Information	Warnings, entry and occupant information that is associated with a specific address	30,000
Block File (includes police reporting districts and beats, and fire map boxes (aka Fire Map Box)	Contains necessary information for processing unit recommendation for police & fire agencies	5,000
Alias Street File	Related to geo file	100
Common Place Name File	Related to geo file	60,000

Valley Com is not considering the conversion of existing CAD incident data on the [MIS server](#).

2.8.6 Site Preparation

The Applicant shall provide and represent that minimum and maximum electrical requirements, as well as all other permitted ranges of environmental variations, are satisfactory for operation of the System. The Applicant shall be responsible for visiting Valley Com facilities to determine what is necessary to fully prepare the installation site. Upon completion of site preparation by Valley Com, the Applicant shall inspect the premises and notify Valley Com in writing that Valley Com has complied with such requirements. The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the System (by either the Applicant or Valley Com) that is attributable to incomplete or erroneous site specifications provided by the Applicant shall be borne by the Applicant at no cost to Valley Com.

2.8.7 Project Management

The Applicant will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality

³ Each Valley Com agency uses ~300 incident codes. 24 agencies x 300 codes = 7,200 codes.

assurance, test plan, conversion plan, training plan, implementation methodology, post-implementation support, and documentation (e.g., work plan, configuration management, requirements, fit gap analysis, general and detailed System design, test plan, training plan, system and application manuals).

The Applicant shall provide a Project Manager who, along with Valley Com's Project Manager, will be responsible for coordinating the following:

- Project plan development and implementation, project status reporting and any sub-contractor work
- System changes and modifications requested to the project plan
- All technical, educational, documentation and support services

During the course of the project, until final System acceptance, the Applicant's Project Manager will:

- Attend monthly status meetings
- Submit monthly status reports, covering such items as:
 - Progress of work being performed
 - Milestones attained
 - Resources expended
 - Problems encountered
 - Corrective action taken
- Participate in weekly project status conference calls

2.8.8 Implementation Planning

The Applicant will develop a detailed implementation plan in conjunction with Valley Com's project team that describes how the implementation will be completed and includes the following:

- Scope Statement for each phase (describing tasks that are "in" and "out" of scope)
- Approach (including methodologies and procedures, project team, their roles and responsibilities)
- Schedule and Milestones for each implementation phase (including tasks, deliverables, resources, duration, begin/end dates) and detailed task plan for Phase I
- Communication Plan (status reporting, problem escalation, quality assurance checkpoints and approvals)
- Assumptions/Constraints
- Change Management Plan

2.8.9 Testing

The implementation should include adequate provisions for functional, integration, interface, performance and reliability testing. This includes development of all test plans and parallel testing, if appropriate, to assure that the System delivers the expected results. Key tasks will include:

- **Hardware and Software Installation:** Valley Com will purchase all required hardware and will install the operating system and anti-virus software, configure and burn-in the servers, then ship them to the Applicant. The Applicant will install, configure and test the database management software, application software and third party software on Valley Com's server equipment.
- **Software Configuration:** The Applicant shall work in conjunction with Valley Com's project team to configure the databases and enter agency specific information such as code tables, personnel, etc.
- **Prototype and Test Software Tailoring and/or Customization Changes:** The Applicant will create and test a prototype system reflecting the desired tailoring and/or customization changes.
- **Develop and Test Interfaces:** The Applicant will develop and test all internal and external interfaces, and complete all interface documentation.
- **Develop and Test Data Conversion:** The Applicant will test the methodology of converting legacy data from the existing CAD into the new CAD, and validate the results. The Applicant is expected to perform a knowledge transfer of the data conversion techniques used to Valley Com project staff.
- **Prepare Test Materials:** The Applicant will work in conjunction with Valley Com's project team to prepare test scenarios with expected results, test data sets, test operator instructions, evaluation forms, and other materials necessary to conduct acceptance testing.

2.8.10 Documentation

The Applicant shall provide system documentation that reflects any tailoring or configuring changes made for Valley Com and include the following at a minimum:

- User documentation for all applications
- System documentation including administration
- Database setup and maintenance
- Configuration documentation
- Interface documentation
- Data dictionaries
- Entity relationship diagrams
- Data flow diagrams

- Report creation and maintenance
- System topology

2.8.11 Implementation and Support

The Applicant, with appropriate, but limited involvement from Valley Com employees, must perform all tasks required to implement the proposed System, including all configuration and construction of interfaces where required. Key tasks will include:

- **Update Implementation Plan for this Phase:** The Applicant will revise the implementation plan for this phase (including a revised schedule and detailed task plan) in conjunction with Valley Com's project team.
- **Refine Database(s) Configuration:** The Applicant shall work in conjunction with Valley Com's project team to refine the database(s) configuration (e.g., code tables, workflow).
- **Prepare Operations Manual:** Valley Com's project team will prepare a standard operations procedures manual, describing in detail the policies and procedures for system use. The Applicant will load the manuals appropriately for on-line reference by system users. The Applicant will document this process for Valley Com, so Valley Com personnel can load manuals for on-line reference on an on-going basis.
- **Install Client Software:** The Applicant will install, configure, test, and validate all applicable database and application software on CAD user workstations located at Valley Com, and MDCs for contract agencies.
- **Perform Acceptance Testing:** Satisfactory completion of a mutually agreed-upon acceptance test for each stage of the implementation is required. This acceptance test will include a confirmation of each functional requirement identified in this RFP, in addition to standard acceptance procedures that Valley Com may require.
- **Production Cutover:** Once functional, integration, conversion, performance and reliability testing is complete, the Applicant will certify system is operational and ready for production operation and assist Valley Com in placing the system into productive use. Valley Com can delay the actual cutover of specific modules until other modules have been in use and are being used satisfactorily. The Applicant will also be expected to provide on-site support during the first seven days of the production cutover.

2.8.12 Implementation Warranty

Valley Com also requires a warranty for implementation services (e.g., work products, developed modifications, and System configuration) for a minimum of 12 months after the formal System acceptance date. The Applicant will warrant to its responses to the requirements included in this RFP and will agree to attaching its responses to any contract reached with Valley Com.

2.8.13 Post-Implementation Support

The Applicant and its implementation team, with appropriate involvement from Valley Com employees, must provide ongoing support for 90 days after the date of successful implementation in a production environment. Upon completion of the 90-day period, if there are no outstanding issues, Valley Com will provide formal acceptance of the System, which will be the date the system warranty period begins to run.

2.8.14 Account Manager

Applicant will provide Valley Com with an Account Manager who will be the single point of contact throughout the Applicant's relationship with Valley Com. The Account Manager may be subject to background checks before being allowed access to Valley Com's Systems and information. Valley Com reserves the right, at its option, to request a change in the Account Manager.

2.8.15 Support and Maintenance

The CAD system must be fully functional 24 hours/day, 365 days/year. To satisfy this operational requirement, the Applicant must provide telephone support for problem resolution 24 hours/day, 365 days/year. Telephone response time must not exceed one hour for critical problem calls (as prioritized by Valley Com).

The Applicant will be responsible for supporting all components of the CAD, including, but not limited to, software and interfaces. The Applicant will be responsible for maintaining all software related system components while Valley Com will maintain all system hardware. Valley Com expects that the Applicant will be the single point of contact for all problems relating to the CAD system. The Applicant must provide a problem escalation procedure that assures appropriate management contacts can be made in the event that the support response is not effective. This procedure should include the designation of a single point of contact for the problem resolution. In addition, the Applicant is expected to provide maximum time limits for repair of software defects within their warranty, maintenance and service agreements.

2.8.16 Training

Valley Com recognizes that the involvement, understanding and commitment of its employees are critical to the successful implementation of the proposed System. Valley Com employees will assist in all key process design and configuration issues. The Applicant will prepare test equipment, training scenarios, training data files, manuals, visual aids, handouts, quick reference guides and other materials required for the training programs. Training will be provided during hours to accommodate all Valley Com employees and agency personnel.

The Applicant is expected to provide the following types of training programs.

- A training program for Valley Com's core project implementation team - The program should include the training necessary to understand the overall System architecture, interface configurations, data import/export capabilities, workflow configuration options, etc.

- A training program for application administrators - The program should include the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of System.
- A training solution to support the training of end-users in the functionality of the various proposed System components. To support the training of end-users, Valley Com envisions employing a “train-the-trainer” approach.
- Post-implementation training for on-going end-user training of the initial System, as well as for future version releases. Again, Valley Com envisions the use of a “train-the-trainer” approach.
- On-site refresher training for system administrators, application administrators and end-user trainers.

2.9 OUT OF SCOPE ITEMS

Items that are beyond the scope of this project include:

- **Wireless Network Solutions:** The transport of CAD to the field is a critical function and will be addressed by the High Availability Wireless and Connectivity (“HAWC”) Project, which is scheduled for implementation prior to the cutover of the new CAD system. The goal of HAWC is to deploy an industry standard, CJIS⁴ compliant, data transport and connectivity infrastructure (wired and wireless) for Valley Com customers that meets the operational delivery requirements of the new CAD system.
- **Records Management Systems:** There are multiple Police, Fire and Jail Records Management Systems in use by Valley Com agencies today. Replacement of these systems is beyond the scope of this RFP.

2.10 VALLEY COM PERFORMED WORK

2.10.1 Provision of System Components

Valley Com and/or member agencies will provide the following System components:

- Local and wide area network infrastructure
- Wireless data infrastructure
- Hardware
- Select Software (i.e., operating system, database management, utilities, anti-virus)

2.10.2 Server Preparation

Valley Com will set-up, configure and burn in required servers for the system which includes loading the operating system, utilities and anti-virus software.

⁴ Criminal Justice Information Services is a division of the Federal Bureau of Investigation <http://www.fbi.gov/hq/cjisd/about.htm>

2.10.3 Site Preparation

Valley Com shall prepare, at its own expense, the System installation sites in accordance with the requirements of the selected Applicant's Proposal.

2.10.4 Network Installation

Valley Com shall install and certify all necessary network infrastructures as required by the selected Applicant for the installation of the System provided under the terms of the contract that will be agreed upon by Valley Com and the selected Applicant.

2.10.5 Provide Communication Line(s) for External Sources

Valley Com shall provide all communication lines(s) required for use with selected Applicant's application software, interfaces and secure support line.

2.10.6 Access to Facilities

Valley Com shall coordinate access to facilities and vehicles for installation of the System.

2.10.7 Project Management

Valley Com will appoint a Project Manager as the Applicant's primary point of contact who shall be responsible for review, analysis and acceptance of the Applicant's performance and project deliverables. The Project Manager shall also be responsible for coordinating Valley Com and member agency personnel, equipment, vehicles and facilities. The Project Manager shall be empowered to make decisions with respect to the work performed under this contract.

2.10.8 Provide Review Services and Resources

Valley Com will review and provide feedback into the development of project deliverables (e.g., detailed System specifications, training plans) in a timely manner. Valley Com will also provide personnel as needed for the implementation effort in a timely manner.

2.10.9 Manage the Change Order Process

Advise the selected Applicant of any changes in Valley Com's requirements and initiate change orders as specified in the contract that will be agreed upon by Valley Com and the selected Applicant.

2.10.10 Testing

Valley Com shall participate in the various testing efforts associated with this implementation including functional, performance, reliability, integration and conversion testing.

2.10.11 Perform Backups as Required

Perform backup functions on an ongoing basis as specified in System documentation.

2.10.12 Attend Training

Valley Com will manage appropriate work schedules for its personnel, and liaison with owner and contract agencies to ensure their personnel are available as needed to attend all required training.

SECTION 3. APPLICANT QUESTIONNAIRE OVERVIEW

3.1 INTRODUCTION

Applicants must complete the Applicant Questionnaire in a thorough and detailed manner. Failure to comply with the specified format may result in Valley Com's rejection of the Applicant's proposal. Refer to [Proposal Submission](#) for further instructions.

Valley Com is receptive to suggestions pertaining to system capabilities and reports in addition to those contained in this RFP.

APPLICANTS SHOULD BE AWARE THAT THIS DOCUMENT, THE APPLICANT'S RESPONSE AND AN IMPLEMENTATION PLAN/SCHEDULE WILL BE ATTACHED TO THE NEGOTIATED SALES CONTRACT. IN ADDITION, THE WARRANTY CLAUSE IN THE SOFTWARE LICENSE AGREEMENT MUST STATE THAT THE SOFTWARE WILL OPERATE IN CONFORMANCE WITH THE APPLICANT'S RESPONSE TO THIS RFP.

3.2 APPLICANT QUESTIONNAIRE OUTLINE

The Applicant Questionnaire is a separate attachment and consists of Sections 4 through 24, which establish the format and basic content for proposals in response to the RFP.

SECTION 4. APPLICANT AUTHORIZATION FORM

SECTION 5. NON-COLLUSION COVENANT

SECTION 6. CHECKLIST

SECTION 7. GENERAL INFORMATION

SECTION 8. REFERENCES

SECTION 9. PROPOSAL/CONTRACT INFORMATION

- SECTION 10. HARDWARE**

- SECTION 11. SYSTEM PERFORMANCE AND RELIABILITY**

- SECTION 12. SYSTEM BACKUP, RECOVERY AND FAILOVER**

- SECTION 13. NETWORK**

- SECTION 14. MESSAGE SWITCH**

- SECTION 15. SYSTEM SOFTWARE**

- SECTION 16. APPLICATION SOFTWARE**

- SECTION 17. GIS, AVL AND REAL TIME MAPPING**

- SECTION 18. DATA CONVERSION**

- SECTION 19. INTERFACE DEVELOPMENT**

- SECTION 20. PROJECT MANAGEMENT AND IMPLEMENTATION**

- SECTION 21. CONFIRMATION OF REQUIREMENTS AND GENERAL TESTING**

- SECTION 22. DOCUMENTATION AND TRAINING**

- SECTION 23. WARRANTY AND MAINTENANCE**

- SECTION 24. REQUIREMENTS WORKBOOK**

SECTION 25. APPLICANT COST SUMMARY

Refer to the separate attachment entitled “Applicant Cost Summary”.

Appendix A Terms and Conditions

Valley Com will require certain contractual obligations. In addition to all statements made in the RFP related to the procurement process, the following terms and conditions will be applied to any contract entered into with Valley Com. These will include but are not limited to the following:

1.0 Definitions

Accessory Software: Software delivered with the licensed software products but which require a separate license with a third party prior to their use.

Concurrent Software License: Concurrent licenses represent the number of simultaneous connections to the application software database, regardless of the number of machines upon which the application software is installed.

Final Acceptance: Final acceptance means the date, as determined by Valley Com, that all software products and software documentation for all project phases/milestones have been delivered, placed in operation, tested by Valley Com, successfully met the final acceptance cut-over period requirements, and provided full functionality for a period of at least 180 calendar days.

Licensed Software Product: Licensed software product means the computer programming code, including object code and any source code which may be provided, for the software programs provided by the Applicant under the Applicant's responses to this RFP. Licensed software products do not include any accessory software.

Operating Environment: Operating environment means all host computer(s), network, client, and software operating systems, database software (i.e., SQL Server), and any other peripheral devices necessary to operate Valley Com's system.

Request for Proposal or RFP: Request for Proposal or RFP means Valley Com's published document seeking proposals for an Integrated CAD/Mobile System, issued on November 9, 2007.

Response to RFP: Response to RFP means the Applicant's response, dated January 18, 2008, to Valley Com's RFP, dated November 9, 2007, together with Applicant's demonstrations and supporting documentation presented up until the time of Applicant selection.

Software Documentation: Software documentation includes, without limitation, all media including electronic and printed documents that describes the proposed System, its architecture, set-up, operation and maintenance.

Software Installation: Software installation means the point in time when all modules of the complete application software package have been delivered to Valley Com's site, configured to perform correctly on Valley Com's system, put into operation, executed by Valley Com employees, successfully met all cur-over period requirements, and accepted by Valley Com.

Source Code: Source code means all Applicant's source and object programs, including all corresponding documentation.

Software Support Agreement: Software support agreement means an agreement entered into between Applicant and Valley Com to become effective at the expiration of the warranty period that will provide for ongoing service, maintenance, and updates of the software product and software documentation through telephone and onsite assistance.

Update(s): Update(s) means program corrections, enhancements or upgrades to licensed software within the scope of Valley Com's purchase of software product and software documentation.

Warranty Period: Warranty period means the two-year time period after final acceptance in which the Applicant is responsible for service, maintenance, and update of the software product and software documentation through telephone and onsite assistance prior to any software support agreement taking effect.

Workstation: A personal computing device. Categories of personal computing devices include: desktop computers, laptop or notebooks, tablets, mobile data computers and personal digital assistants.

2.0 Financial Provisions

Payment for the products and services to be provided under this agreement shall occur upon completion and final acceptance by Valley Com of the project phases/milestones established in statement of work exhibit of the final contract (to be determined during contract negotiations).

2.1 Invoicing

Applicant will invoice professional services, and allowed and approved expenses separately from software.

2.2 Payment Method

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

3.0 Licenses

Any software license provided under this agreement shall be guaranteed in perpetuity to Valley Com.

4.0 Responsibilities

Applicant will provide the software product(s), other products, support, and other services as negotiated with Valley Com at the conclusion of the RFP process. These software products, other products, support and services shall be accompanied by the software documentation and include program specifications that describe the program setup, operation, and maintenance.

5.0 Operating Environment Designation

The license granted to use the software products under this agreement will be fully operational when used on Valley Com's operating environment.

6.0 Change in Designated Operating Environment

Applicant will provide all identified support levels for Valley Com's operating environment for a minimum of five (5) years from the date Valley Com issues its final acceptance of the software product(s), other products and software documentation. If the Applicant discontinues support for Valley Com's operating environment at any time prior to the expiration of this five-year period, the Applicant shall provide, at no cost to Valley Com, all assistance necessary to move Valley Com to an operating environment, of Valley Com's choice, that is supported by the Applicant. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the new environment.

7.0 Additional Licenses and License Fees

If Valley Com increases the number of concurrent users before the expiration of the warranty period, customer will pay additional license fees at the same rate as the initial license fees. Thereafter, any increase in license fees will be limited to five percent (5%) per year.

8.0 Product Functionality

8.1 Functionality

The Applicant's software application shall provide the following functionality:

- Functionality documented in the Applicant's response to RFP.
- Functionality documented in any amendments to Applicant's response to RFP.
- Functionality demonstrated during the product demonstrations as described in Valley Com's RFP.
- Functionality documented in the Applicant's software documentation.

- Functionality documented as part of the contract.

8.2 Altering Functionality

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

9.0 Timely Service and Correction

9.1 Timely and Professional Service

Applicant services shall be performed in a timely and professional manner by qualified technicians familiar with the software and its operation. Applicant further represents that the services furnished under this agreement will be performed in accordance with industry practices in effect at the time those services are performed.

9.2 Defects Corrections

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

10.0 Warranty

10.1 Title Warranty

Applicant warrants that it has full title and ownership of the software products and other products. Applicant further warrants that it has the full power and authority to grant the license(s) granted by this agreement to Valley Com and that the license to and the use by Valley Com of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

10.2 Merchantability and Fitness Warranty

Applicant represents and warrants that the software product(s), other products and software documentation will be merchantable and will be fit for the particular purposes established in Valley Com's RFP and Applicant's response to Valley Com's RFP.

10.3 Two-Year Express Warranty

Applicant warrants that, for a period of two years from the date that Valley Com has issued its final acceptance of the software product(s), other products and software documentation, the software products(s), other products and software documentation will be free from significant programming errors and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions, and other applicable descriptions and standards, specifically including all specifications established in the user manual and elsewhere by Applicant. During this warranty period, Applicant shall also provide Valley Com the support and maintenance services set forth in the Maintenance Agreement. After expiration of the warranty period, Applicant shall provide support and maintenance services for the Software pursuant to the terms of that Maintenance Agreement. This warranty will not be affected by Valley Com's modification of the software product(s) (including source code), other products or software documentation, so long as (1) Applicant had previously approved those modifications, (2) the Applicant can discharge any warranty obligations notwithstanding those modifications, (3) the Applicant can discharge any warranty obligations following customer's removal of its modifications.

10.4 Virus Warranty

Applicant warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Applicant shall immediately advise Valley Com, in writing, upon reasonable suspicion or actual knowledge that the software product(s) or other products may result in the harm described above.

10.5 Maintenance Warranty

Applicant warrants that it will maintain the software product(s), other products and software documentation, including all updates, so that the software product(s), other products and software documentation will operate in conformity with all improvements, additions, or modifications of the software installed at Valley Com's site or sites for a period of not less than five (5) years from the date of Valley Com's final acceptance of all software products, other products and software documentation.

11.0 Indemnification

Except to the extent that any liability is attributed to the fault of Valley Com, its officials, officers, employees, agents, and assigns (each of the foregoing hereafter referred to individually as the

“Indemnified Party”), Applicant agrees to defend, indemnify and hold harmless the Indemnified Party from and against any and all third party claims, actions, losses, liabilities, judgments, awards and costs (including attorney fees and legal expenses) arising out of or in connection with the Applicant’s performance of this agreement including, without limitation, the infringement or violation of any third party’s trade secrets, proprietary information, trademark, copyright, patent right or other proprietary right. Applicant shall defend or settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Valley Com gives the Applicant prompt notice of any such claim of which it learns. No settlement that prevents Valley Com from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without Valley Com’s prior written consent. In all events, Valley Com shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

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

12.0 Damages and Limitation on Liability

Applicant’s indemnification shall apply to all damages incurred by Valley Com or third parties, whether direct, indirect, actual, consequential or incidental. However, Applicant’s liability for damages to Valley Com for any cause whatsoever, regardless of form of action, whether in contract, or tort, shall be limited to the greater of: ten million dollars or two times the total fees paid to Applicant for the products and services contemplated under this agreement.

13.0 Insurance

Applicant shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Applicant, their agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

13.1 Automobile Liability

Automobile liability insurance (including commercial automobile liability insurance) covering all owned, non-owned, hired, leased vehicles. Coverage shall be written on an occurrence basis on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed. This automobile liability insurance will have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

13.2 Commercial General Liability

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, independent contractors and personal injury and advertising injury. Valley Com shall be named as an additional insured under the Applicant's Commercial General Liability insurance policy with respect to the work performed for Valley Com. Insurance shall be written with limits no less than \$1,000,000 each occurrence and in the aggregate.

13.3 Errors and Omissions

Errors and Omissions insurance written on a claims-made basis with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate limit.

13.4 Excess Liability

Excess Liability written on an occurrence basis, with limits not less than \$6,000,000 per occurrence and aggregate.

13.5 Deductible

Any payment of deductible or self-insured retention shall be the sole responsibility of Applicant.

13.6 Endorsement

With the exception of Errors and Omissions insurance, which shall be provided on a claims-made basis, Valley Com, its officers, officials, employees, and agents shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Applicant. The Applicant shall furnish Valley Com with original certificates and a copy of amendatory additional insured endorsements.

13.7 Coverage

Applicant's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

13.8 Primary

Applicant's insurance shall be primary insurance as respects Valley Com, and shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Valley Com of any cancellation, suspension or material change in coverage.

13.9 Failure

A failure to provide insurance coverage and written acceptance of the tendered policy shall be deemed to constitute a material breach of contract by Applicant. Valley Com reserves the right to then award the contract to another Applicant. In order to protect the public interest and notwithstanding any provisions herein to the contrary, Applicant's failure to comply with any provision in this section shall subject the contract to immediate termination without notice and without recourse by any person.

14.0 Waiver of Washington State Industrial Insurance Immunity

Applicant SHALL SPECIFICALLY AND EXPRESSLY WAIVE ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51, RCW. Further, this indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefit acts.

15.0 Rights In Data

15.1 Valley Com

Valley Com shall retain rights in the Data stored in the Database Structures. Notwithstanding the foregoing, Valley Com grants Applicant the right to use the Data for any purpose connected with Applicant's business relationship with Valley Com, with the understanding that any release of Valley Com's Data to other parties must be preauthorized by Valley Com in writing.

15.2 Applicant

Applicant will not permit the disclosure or duplication of any information received from Valley Com or stored on Valley Com systems unless such disclosure or duplication is specifically authorized in writing by Valley Com. Applicant will not use any advertising, sales promotion, or other publicity matters relating to any software furnished under this agreement in which Valley Com's name is mentioned without the prior written consent of Valley Com.

16.0 Project Responsibilities

16.1 Valley Com

Valley Com will be responsible for providing meeting rooms, providing access to computer facilities and equipment, responding to Applicant requests for approvals, and other requests related to Valley Com business in a timely manner, and will coordinate Valley Com staffing related to the project.

16.2 Applicant

Applicant will be responsible for all other items relating to implementation including system installation, providing technical and user training to Valley Com staff, and providing adequate system documentation. All services and implementation shall be provided in a timely manner.

16.3 Timelines

Timelines will be mutually agreed to prior to contract execution. Both Valley Com and Applicant will be responsible for working in a cooperative manner to meet implementation timelines for the following milestones:

- Contract Execution
- Software Configuration and Installation
- Module and System Implementation, Training and Conversion Completion
- Initial Module Acceptance
- Final Module Acceptance
- System Goes "Live" (or cut-over)
- System Acceptance Period
- Final System Acceptance

Any delays to the schedule shall be pre-approved by Valley Com and such approval shall not be unreasonably withheld.

17.0 Key Contract Staff

Applicant agrees that, for circumstances within the Applicant's control, Applicant's proposed staff in key roles will remain on this project, that their level of involvement will not decrease beyond that proposed, and that they will not be reassigned or replaced by less proficient Applicant staff through implementation of the proposed system. Any proposal by the Applicant for changes to, or replacement, or substitution of key Applicant staff for any reason throughout the duration of the project must be submitted to Valley Com for review and approval. Key Applicant staff for this project have identified as the persons performing the following roles:

- **Project Manager** – This is the person responsible for the overall schedule, budget, resources and quality, and who provides day-to-day management of the project. The person in this role is expected to have significant on-site presence in Valley Com during all phases of the project planning and implementation.
- **Technical Lead** – This person is the primary technical architect and expert assigned to the project. As with the project manager, this person is expected to have a significant on-site presence in Valley Com during all phases of project planning and implementation.

- **End-User Trainer(s) for CAD and Mobile CAD** – This individual is responsible for training Valley Com’s trainers who in turn will train end users on the CAD and Mobile CAD applications.

In the event a key Applicant staff replacement is required, or requested by Valley Com, Valley Com shall have the right to review resumes, interview replacement candidates, check candidate references and at their discretion, accept or reject proposed replacements. In no event shall changes in key Applicant staff take effect without the written consent of Valley Com.

18.0 Source Code Escrow

18.1 Escrow Agent

Applicant agrees to place current copies of its source code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the software by Applicant (the “Escrowed Material”) into an escrow account with an escrow agent, subject to the terms of a software escrow agreement that must first be approved by Valley Com. Applicant will update these copies within forty-five (45) calendar days of each major product release.

Applicant will provide the Escrowed Material as required herein prior to the final acceptance date.

18.2 Instances of Default

Valley Com may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- (a) Applicant defaults on any of the terms of its contract with Valley Com;
- (b) Applicant ceases its ongoing business operations;
- (c) Applicant stops maintenance support of the software module in question;
- (d) Applicant fails to perform the contract in a timely fashion;
- (e) Applicant suffers any act of insolvency; or
- (f) Applicant fails to maintain technical staff capable of supporting or modifying the software system.

18.3 Right to Obtain Source Code

Valley Com will give written notice by certified mail to the Escrow Agent and the Applicant of the occurrence of any instance of default. Applicant will have thirty (30) calendar days from the date the notice is sent to cure the default, but if the default has not been cured, then the Escrow

Agent shall upon the thirty-first (31st) calendar day deliver to Valley Com the Escrowed Material, including all revisions. Upon the direct request from Applicant, Valley Com shall have the unconditional right to immediately obtain and use the Escrowed Material.

19.0 Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by their relationship. Valley Com is interested only in the results to be achieved, and conduct and control of the work will lie solely with Applicant. Applicant is not to be considered an agent or employee of Valley Com for any purpose, and the employees of Applicant are not entitled to any of the benefits that Valley Com provides for its employees. Applicant understands that Valley Com does not intend to use the Applicant's services exclusively.

20.0 Royalties and Patents

Applicant shall pay royalties and license fees and defend all suits resulting from claims regarding same on all software and materials purchased outright from Applicant and installed according to the specifications of Valley Com.

21.0 Equal Employment

Applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances prohibiting discrimination in employment with regard to age, sex, race, color, creed, national origin, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. Further, Applicant will comply with Kent's Minority and Women Contractors Policy (Administrative Police Number 1.2, attached in Appendix A as Exhibit 1) and also provide all written statements required by that policy.

22.0 Support During Warranty and Maintenance Periods

Applicant will also enter into a software maintenance services agreement with Valley Com that will enable the software system to perform in accordance with this agreement, Valley Com's RFP, the Applicants response to RFP, and other identified documentation, including contract amendments or addenda that may be issued from time to time.

This software maintenance services agreement will go into effect at the conclusion of the applicable warranty period and shall automatically extend for additional one (1) year periods, unless cancelled by Valley Com by written notice no less than thirty (30) days prior to the end of period of coverage. The Applicant shall provide Valley Com no less than twenty-four (24) months prior written notice if the Applicant generally discontinues offering maintenance to customers of the licensed products. The Applicant will not provide such notice during the initial five (5) years following execution of this agreement.

Throughout the warranty period and during the term of this maintenance agreement, Applicant will provide, at a minimum, the following software maintenance services:

- All new releases of the software product(s)
- All software system modifications, updates and revision
- All software system improvements
- All functional problem resolutions to the software product(s)
- All software documentation modifications, updates and revisions
- All software system modifications in support of changes in Valley Com's operating system
- Telephone support 24 hours a day, 365 days a year including national holidays
- On-site support, when required because of the severity of a software problem or for other reasons identified in the agreement
- All support services listed in the license agreement, Valley Com's RFP and the Applicant's response to RFP

Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Applicant's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.

23.0 Rights to Terminate

23.1 Applicant's Right to Terminate

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

23.2 Valley Com's Right to Terminate

This agreement and the license granted hereunder may be terminated by Valley Com if the Applicant is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from Valley Com.

For the purposes of this Section, “default” shall include, without limitation, any failure to abide by the terms or conditions of this agreement including Valley Com’s RFP and Applicant’s response to RFP, or any of the following instances:

- Applicant defaults on any of the terms of its contract with Valley Com;
- Applicant ceases its ongoing business operations;
- Applicant stops maintenance support of the software module in question;
- Applicant fails to perform the contract in a timely fashion;
- Applicant suffers any act of insolvency; or
- Applicant fails to maintain technical staff capable of supporting or modifying the software system.

23.3 Other Termination

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

23.4 Claims

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

24.0 Attorneys' Fees

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

25.0 Governing Law

The construction and performance of this agreement shall be governed exclusively by the Washington State Uniform Commercial Code, Title 62A Revised Code of Washington, and other laws of the State of Washington without regard to conflict of laws provisions. If 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 King County, Washington, unless the parties agree in writing to an alternative dispute resolution process.

26.0 Entire Agreement

The terms and conditions outlined, together with Valley Com's RFP and Applicant's Response to RFP constitutes the entire agreement between Applicant and Valley Com and shall not be modified or rescinded except in writing, signed by both parties. In the case of inconsistencies or disputes among this agreement, Valley Com's RFP, and the Applicant's response to RFP, the following order of precedence shall prevail in descending order of priority:

1. This agreement and any written and fully signed amendments thereto.
2. Valley Com's RFP and any written amendments thereto.
3. The Applicant's response to RFP and any authorized written amendments or clarifications thereto.

If any terms or conditions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions shall not in any way be affected or impaired.

Appendix B Valley Com's Technology Standards

This appendix describes Valley Com's technology standards. Valley Com is striving to establish standards and adherence to the following standard technology set; however, it currently supports a wider range of products in use.

Desktop and Laptop Standards

Desktop Component	Standard
Desktop PC Make and Model	Dell Optiplex GX-620 3.4 GHz processor, 2 GB RAM, 60 GB hard drive
Desktop Operating Systems	Microsoft Windows XP (Vista planned)
Desktop Anti-Virus Software	Trend Micro v10
Laptop	Microsoft Windows XP (Vista planned)
MDCs in VCC Customer Vehicles	MCD standards vary from agency to agency though all run a version of MS Windows with XP SP2 as a popular choice. Here are several examples of the MDC standards in use: Panasonic Toughbook CF-30, Intel core duo processor L2400 1.66 GHz, 1 GB RAM, 80 GB hard drive, 13.3" touch screen Panasonic Toughbook CF-50, 1.5 GHz processor, 512 MB RAM, 40 GB hard drive 14" screen Itronix Go Book III, 1.8 GHz processor, 512 MB RAM, 80 GB hard drive, touch screen
Business Software Suite	Microsoft Office 2003 (2007 planned)
Browser	Microsoft Internet Explorer 5.01
Email Client	Microsoft Outlook 2003 (2007 planned)
CAD Mobile Software	Northrop Grumman CommandPoint Mobile, Motorola Tx Messenger

Server and Operating System and Database Standards

Business Application Components	Standard
Database Servers	Windows 2000 & 2003
Application Servers	Windows 2000 & 2003
Web Server	Microsoft IIS
DBMS	Oracle 9i & SQL Server 2000
Anti-Virus	Trend Micro v10

Network Configuration and Network Operating System Standards

Network Component	Standard
Network Backbone	10/100/1000 MB
Network Operating System	MS Windows 2000 & 2003
Network Protocols	TCP-IP 10/100/1000
Topology	Switched 10/100/1000 Ethernet to the desktop
Cable Infrastructure	Category 5
File and Print Services	Active Directory
Application Servers	Dell and HP
Backup Solution	Northrop Grumman proprietary solution for CAD
Messaging Server	Microsoft Exchange 2003