



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 19, 2001

Motion 11226

Proposed No. 2001-0312.2

Sponsors Irons and Hague

1 A MOTION authorizing the chair of the council to enter into
2 a contract for consultant services to review the King County
3 institutional network project and make recommendations to
4 the council regarding its operation and maintenance and the
5 marketing of its services.

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 WHEREAS, Ordinance 12391, adopted in July 1996, renewed the county's cable
9 franchise agreement with Tele-Communications, Incorporated (TCI), now part of AT&T, and

10

 WHEREAS, under the terms of this agreement TCI committed to construct and
11 maintain a dedicated fiber-optic network called the Institutional Network (I-Net), and

12

 WHEREAS, the purpose of the I-Net is to provide an affordable high-speed,
13 broadband fiber-optic network that connects public sites including county facilities, school
14 districts in unincorporated King County, area museums, and public libraries within King
15 County, and

16

 WHEREAS, the network is not yet operational but is currently nearing completion,

17

and

18 WHEREAS, the council desires that the I-Net be self-supporting and have no long-
19 term negative impact to the county, and

20 WHEREAS, rapid change in the broadband communications market has led to
21 uncertainties regarding the long-term viability of the I-Net as originally envisioned, and

22 WHEREAS, the county will benefit from a comprehensive review of the I-Net
23 project, the network's potential clients, and the overall broadband services market as it
24 considers options for the operation and marketing of the network, and

25 WHEREAS, the council issued a request for proposal (RFP) seeking outside
26 expertise to conduct such a review and issue a report and recommendations to the council,
27 and

28 WHEREAS, after sending out the RFP, a technical evaluation committee comprised
29 of council staff determined that the response of Gartner Consulting met all the required
30 criteria of the RFP, and

31 WHEREAS, a contract for one hundred fifty thousand dollars, which includes an
32 assessment of I-Net technology, an assessment of proposed system operations and service
33 offerings, an assessment of customer functional and contractual needs and competitive
34 pricing positioning, the preparation of an alternatives comparison matrix, the preparation of
35 draft and final plans and the presentation of the final plan to the council, has been negotiated
36 with Gartner Consulting, and

37 WHEREAS, previous agreements with TCI/AT&T provided funds appropriate for
38 this purpose, and

39 WHEREAS, these funds are sufficient to cover the costs of the contract and have
40 been appropriated to the council's operating budget for this purpose;

41 NOW, THEREFORE, BE IT MOVED by the Council of King County:

42 The chair of the metropolitan King County council is authorized to enter into a
43 contract, substantially in the form attached, in an amount not to exceed one-hundred-fifty
44 thousand dollars with Gartner Consulting for the review of the King County institutional
45 network project and for the delivery of a final report and recommendations to the council
46 regarding its operation and maintenance and the marketing of its services by September 3,
47 2001.
48

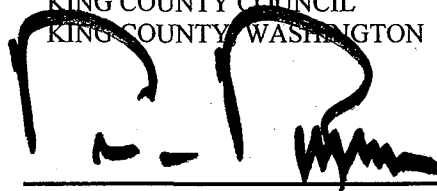
Motion 11226 was introduced on 6/11/01 and passed by the Metropolitan King County Council on 6/18/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 2 - Mr. Phillips and Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Contract

112261

CONTRACT NO.: _____ DEPARTMENT: Council

FED. TAXPAYER I.D.: _____ CONSULTANT: Gartner Consulting

SERVICES PROVIDED: Telecommunications, Broadband Service, and Marketing Consultant

AMOUNT: \$150,000 FUND SOURCE: Current Expense Fund

DURATION: June 20, 2001 TO December 31, 2001

CONTRACT FOR TECHNICAL CONSULTING SERVICES - 2001

THIS CONTRACT is entered into by KING COUNTY (the "County"), and Gartner Consulting (the "Consultant"), whose address is 2001 Sixth Avenue, Suite 2200, Seattle, Washington 98121. The County is undertaking certain activities related to the implementation of the King County Institutional Network, provided pursuant to the County's cable franchise agreement with Telecommunications, Inc., (TCI), now part of AT&T, and the County desires to engage the Consultant to render certain consulting/technical services in connection with such undertakings of the County.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/>	<u>Scope of Services</u>	Attached hereto as Exhibit	<u>A</u>
<input type="checkbox"/>	<u>RFP No. 115-01RLD</u>	Attached hereto as Exhibit	<u>B</u>
<input type="checkbox"/>	<u>Response to RFP</u>	Attached hereto as Exhibit	<u>C</u>
<input type="checkbox"/>	<u>Consultant Disclosure Form (K.C.C. 3.04)</u>	Attached hereto as Exhibit	<u>D</u>
<input type="checkbox"/>	<u>Personnel Inventory Report (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>E</u>
<input type="checkbox"/>	<u>Affidavit of Compliance (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>F</u>
<input type="checkbox"/>	<u>Disability Assurance of Compliance/Section 504</u>	Attached hereto as Exhibit	<u>G</u>
<input type="checkbox"/>	<u>Statement of Compliance (K.C.C 12.16)</u>	Attached hereto as Exhibit	
<input type="checkbox"/>	<u>Certificate(s) of Insurance and Policy Endorsement</u>	Attached hereto as Exhibit	<u>H</u>
<input type="checkbox"/>	<u>General Provisions</u>	Attached hereto as Exhibit	<u>I</u>
<input type="checkbox"/>	_____	Attached hereto as Exhibit	
<input type="checkbox"/>	_____	Attached hereto as Exhibit	

If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such

112261

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FED. TAXPAYER I.D.: _____ CONSULTANT: Gartner Consulting

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NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input type="checkbox"/>	Scope of Services	Attached hereto as Exhibit	A
<input type="checkbox"/>	RFP No. 115-01RLD	Attached hereto as Exhibit	B
<input type="checkbox"/>	Response to RFP	Attached hereto as Exhibit	C
<input type="checkbox"/>	Consultant Disclosure Form (K.C.C. 3.04)	Attached hereto as Exhibit	D
<input type="checkbox"/>	Personnel Inventory Report (K.C.C. 12.16)	Attached hereto as Exhibit	E
<input type="checkbox"/>	Affidavit of Compliance (K.C.C. 12.16)	Attached hereto as Exhibit	F
<input type="checkbox"/>	Disability Assurance of Compliance/Section 504	Attached hereto as Exhibit	G
<input type="checkbox"/>	Statement of Compliance (K.C.C 12.16)	Attached hereto as Exhibit	
<input type="checkbox"/>	Certificate(s) of Insurance and Policy Endorsement	Attached hereto as Exhibit	H
<input type="checkbox"/>	General Provisions	Attached hereto as Exhibit	I
<input type="checkbox"/>		Attached hereto as Exhibit	
<input type="checkbox"/>		Attached hereto as Exhibit	

II. DURATION OF CONTRACT

This Contract shall commence on the 20th day of June, 2001, and shall terminate on the 31st day of December, 2001, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$150,000, payable as described in Exhibit I General Provisions – Compensation and Method of Payment.
- B. The Consultant shall submit an invoice upon the completion of Phases I, II and III. Except as otherwise provided in this Section and Section IV, such invoices shall be payable within 45 days of receipt by the County's Technical Representative.
- C. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within forty-five (45) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- D. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such

evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant

not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Sub-contractor or between Sub-contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are employees of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Consultant or sub-contractor. The Consultant may furnish separate certificates of insurance and policy endorsements for each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage.

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$ N/A
3. Automobile Liability: \$ N/A combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General and Automobile Liability Policy(s):

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

H. Sub-contractors

The Consultant shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST

King County Code 3.04.120 requires that anyone entering into a contract with a value of more than \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected consultant agrees to the conditions of King County Code 3.04.120 and shall provide a Consultant Disclosure Form. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter.

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subConsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully

with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Using the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

- E. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 12 months after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subConsultants and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section XI shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XI. PART 2 - REQUIRED SUBMITTALS

A. Required Submittals Prior to Contract Execution. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, within ten days after the bidder receives written notice of selection, submit the following:

1. A Personnel Inventory Report on the form provided by the County.
2. An Affidavit and Certificate of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
3. A 504/ADA Disability Assurance of Compliance on the form provided by the County.
4. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Division at the address below. Please include the contract number in all correspondence.

King County Department of Finance
Business Development and Contract Compliance Division
821 Second Avenue Mail Stop: EXC-FI-0355
Seattle, WA 98104-1598
Phone: (206) 684-1330

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

XI. PART 3 - COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

XII. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

XIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Consultants are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XIV. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XV. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public.

If the Consultant considers any portion of the items delivered to King County to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Consultant of the request and allow the Consultant and allow the Consultant twenty (20) days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Contract, the Consultant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Consultant's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish Consultant's proprietary rights in its trade secrets and other confidential information identified in this Contract (including all

Attachments and Exhibits), or otherwise identified, as trade secrets and/or confidential information; provided, if Consultant fails to specifically label protected items, King County will not be liable to Consultant for inadvertently releasing such items pursuant to a disclosure request.

XVI. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

XVII. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

COUNTY:

for

Signature - King County Council

PETER VON REICHBAUER

Name (Please type or print)

KING COUNTY COUNCIL CHAIR Title
(Please type or print)

Date

ATTEST:

John Chelminiak
Council Chief of Staff

CONSULTANT:

WQK
Signature

William Kumeger
Name (Please type or print)

Managing Vice President Title
(Please type or print)

6/12/01
Date

APPROVED AS TO FORM:

James Brewer or Jeffery M. Slayton
Legal Counsel / Associate Legal Counsel

Exhibit A
SCOPE OF SERVICES

The consultant will review the King County Institutional Network Project (I-Net) and make recommendations to the Council regarding its operation and maintenance and the marketing of its services. The Scope of Services described in RFP 115-01RLD (see Exhibit B) provides a framework for this body of work. Specific tasks and deliverables assigned to Gartner as described by the Gartner Consulting response to RFP 115-01RLD (see Exhibit C) and clarified in negotiations between Gartner and the County are outlined below.

Initial Proposal

Under the initial proposal, as provided by Gartner Consulting and agreed to by the County with certain conditions (described below), work will be completed in three phases.

<i>Initial Proposal</i>	
Tasks	Deliverables
PHASE I - Project Planning	
1. Conduct Initial Project Kick-off	Project Work Plan and Schedule, Project Kick-off Presentation Materials
2. Collect/Review Background Material	
3. Collect/Review Statutory/Legal Background Material	
4. Provide On-Going Project Status Reports	Periodic Status Reports
PHASE II – I-Net Assessment	
1. Assess I-Net Technology	Technology Assessment Report
2. Assess Proposed I-Net System Operations and Service Offerings and Regulatory Environment	Operational and Regulatory Assessment Report
3. Assess I-Net Market Opportunity*	Market Opportunity and Financial Assessment Report
PHASE III - Analysis & Recommendations	
1. Provide Alternatives Analysis	Operations and Services Comparison Matrix, Financial Comparison Matrix
2. Prepare Draft Recommendations Report	Initial Recommendations Report
3. Prepare Final Recommendations Report	Final Recommendations Report
4. Present Final Recommendations	Presentation Materials, Visual and Verbal Presentations as Needed for the Utilities and Technology Committee, the Full Council and Key Decision-makers

* An addendum to the original proposal clarifies the marketing component of the project and is described below.

Market Study Addendum

Subsequent to the submittal of its initial proposal, Gartner Consulting submitted a market study addendum which clarified its proposal to assess market opportunity described in Phase II of the initial proposal. Under this addendum, market opportunity research and assessment will be completed in three phases which will occur simultaneous to the three phases described in the initial proposal.

Market Study Addendum	
Tasks	Deliverables
PHASE I - Project Planning	
1. Conduct Market Study Kick-off	Market Study Work Plan and Schedule, Market Study Kick-off Presentation Materials, Market Study Questionnaire
2. Conduct Marketing Focus Group	Focus Group Presentation Materials, Revised Market Study Questionnaire (as appropriate)
PHASE II - I-Net Assessment and Market Study	
4. Conduct Market Profile Study	Market Survey Results
5. Conduct Preliminary Market Analysis	Initial Analysis and Preliminary Findings
PHASE III - Analysis & Recommendations	
1. Conduct Second Market Study Workshop	Second Market Study Presentation Materials
2. Prepare Draft Recommendations Report*	Initial Recommendations Report
3. Prepare Final Recommendations Report*	Final Recommendations Report
4. Present Final Recommendations*	Presentation Materials, Visual and Verbal Presentations as Needed for the Utilities and Technology Committee, the Full Council and Key Decision-makers

* These components will be combined with the corresponding components described in Phase III of the initial proposal.

Notes to Gartner Response to RFP Number 115-01RLD

1. An I-Net Market Profile Study proposal, dated May 23, 2001, shall be considered an elaboration of Phase II, Step 3 of the original proposal and an addendum to the original proposal. It is included as part of Exhibit C to this contract.
2. The market study kick-off, described in the market study addendum, will be followed by a focus group workshop with a group of prospective I-Net clients as selected by the County. The purpose of this focus group will be for prospective clients to provide input to Gartner on the draft market study questionnaire and feedback on any other issue that may be of interest to Gartner as Gartner prepares to conduct its marketing study.
3. All references to "present" or "current" features of the I-Net project shall be considered to refer to the same features as they are presently envisioned or proposed (see Phase II, Step 2).
4. For purposes of this contract, "A high-level assessment" (see Phase III, Step 2) means a report which contains sufficient detail to support the decision-making effort for which it is intended.
5. Pursuant to the consultant responsibilities described in the RFP and above, Gartner agrees to review the management of other similar networks to determine whether shared or out-sourced operation of the network appears to offer a viable alternative to in-house operation by the County. The management of other networks will be included both in Phase I discussions and in Phase III recommendations.
6. The consultant will be available to make informal presentations of the final report and recommendations to key decision-makers and their staff upon request of the Chair of the Utilities and Technology Committee for two months following submittal of the final report.
7. The Council will make every effort to provide Gartner, in a timely manner, with the materials and staff resources requested in the Gartner proposal. However, in cases where materials and staff resources are not under the direct control of the Council but reside within the Executive branch of the County government, the Council cannot guarantee a timely response. The Council acknowledges that this may delay components of the consultant's work or may compromise its quality. For its part, Gartner agrees, where information may be lacking, to proceed on the best information available and to offer, where appropriate, its qualified recommendations when preparing its final report.

REQUEST FOR PROPOSAL



**KING COUNTY PROCUREMENT
AND CONTRACT SERVICES
DIVISION**
821 Second Ave. 8th Floor
SEATTLE, WA 98104
(206) 684-1681
(206) 684-1147 FAX

PROPOSAL NUMBER: 115-01RLD		
PROPOSAL	May 10, 2001	TIME: 2:00 P.M.
OPENING DATE:		
ALL PROPOSALS MUST BE SUBMITTED TO THE PURCHASING AGENCY NO LATER THAN 2:00 P.M. EXACTLY		
BUYER: Roy L. Dodman <i>RD</i>		
REQUISITION: VV71273		

DATE ISSUED: April 19, 2001

**TITLE: KING COUNTY INSTITUTIONAL NETWORK PROJECT REVIEW SERVICES
KING COUNTY COUNCIL**

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Division at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 for *King County Institutional Network Project Review Services* for the *King County Council*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document, excluding the attachments beginning after page 15, and to provide one (1) photocopy* of the signed RFP, for a total of *two (2) items*. The Proposer shall provide *one (1) unbound original and four (4) copies* of the proposal response, data or attachments offered, for a total of *five (5) items*. The original in both cases shall be noted or stamped "Original". The Original is maintained in the Procurement office; all copies are used by the department for their evaluation.

Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

Questions: Proposers will be required to submit any questions in writing prior to the close of business, Tuesday, May 1, to the above address, in order for staff to prepare any response required to be answered by Addendum.

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

This document can be made available from the ADA Liaison, at (206) 684-1681 or TDD (206) 296-0100, in large print, audio cassette, or Braille

LEGAL NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE)			NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
<i>Gartner</i>			<i>Josetta Bull</i>		
STREET			TITLE		
<i>2151 River Plaza Drive</i>			<i>Vice President</i>		
CITY	STATE	ZIP	SIGNATURE		
<i>Sacramento</i>	<i>Ca</i>	<i>95833</i>	<i>Josetta Bull</i>		
TELEPHONE NUMBER		FAX NUMBER	E-MAIL		
<i>916-921-3119</i>		<i>916 649 7107</i>	<i>Josetta.Bull@Gartner.com</i>		

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposal's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.
- If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify each such portion with the words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assent to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.
- F. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- G. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- H. In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all Proposers who, to the knowledge of King County staff, received the original RFP.
- I. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- J. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Office of Risk Management, all factors considered. King County reserves the right to reject any or all proposals submitted.
- K. It is proposed that if a selection is made as a result of this RFP, a fixed price contract will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- L. Other departments within King County may desire to place orders against this contract. King County retains the right to add or delete departments as needed.
- M. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- N. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- O. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Council, Department of Information and Administrative Services.
- P. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- Q. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy Dodman
Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

- R. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named above or call Procurement Services at 206-684-1681.

SECTION II – PROJECT BACKGROUND, SPECIFICATIONS AND SCOPE OF WORK.**A. INTRODUCTION**

The Metropolitan King County Council is seeking to hire a consultant or consultants with (1) current telecommunications and technology credentials and specific experience with broadband fiber-optic cable networks, broadband services, and if possible local government institutional networks; and (2) marketing credentials with specific experience in marketing broadband services. Experience marketing to public agencies and/or K-12 educational providers is also desired.

The consultant or consultants will review the King County Institutional Network Project (I-Net) and make recommendations to the Council regarding its operation and maintenance and the marketing of its services.

B. BACKGROUND

In July 1996, the Metropolitan King County Council adopted Ordinance 12391 renewing the County's cable franchise agreement with Tele-Communications, Inc., (TCI), now part of AT&T. As part of the renewal agreement, TCI committed to construct and maintain a dedicated fiber-optic network, called the Institutional Network (I-Net), for use by the County and other public institutions. The costs of construction were to be paid through the 'Public, Educational, and Government' (PEG) fees that cable subscribers pay which are remitted to the County and by capital grants contributed directly by TCI. Once completed, the County was to lease the I-Net fiber from TCI and assume responsibility for managing the network.

The purpose of the I-Net is to provide an affordable high-speed, broadband fiber-optic network that connects public sites including county facilities, school districts in unincorporated King County, area museums, and public libraries within King County. It is the desire of the Council that this enterprise be self-supporting and have no long-term negative impact to the County.

1998 Appropriation and Proviso

The Council first appropriated funds for the construction of the I-Net with the adoption of the 1998 King County Budget. This appropriation was conditioned by a proviso requiring submittal of an I-Net implementation plan by March 31, 1998. Modifications to the County's franchise agreement with TCI, impacting the I-Net project, delayed submittal of the implementation plan until August 1998. Due to this delay and the demands of pre-budget business, the plan was not reviewed by Council, and the proviso condition was not lifted.

1999 Appropriation and Proviso

A second appropriation was included with the 1999 King County Budget. This appropriation was conditioned by a proviso requiring submittal of an updated I-Net implementation plan. Pursuant to this proviso, the 1999 I-Net Implementation Plan was submitted for Council review in late May of 1999. While this plan did a good job of addressing the physical side of the project, it did not look beyond the project's design and installation phase to address the operation and maintenance of the network or the marketing of its services. The plan simply presumed, for instance, that County employees would operate the system with no attention given to possible alternatives, and it did not demonstrate what planning, if any, the system's 'target clients' were undergoing to fully integrate the system into their own programs, what services they would be interested in receiving or how much they would be willing to pay for them. The Council felt additional attention to this phase of the project was needed in order to ensure the project's success. The Implementation Plan was approved by the Council on July 19, 1999, with the understanding that an operations, maintenance, and marketing plan would follow.

2000 Appropriation and Proviso

A third appropriation was included with the 2000 King County Budget. Because the Council still had not received the promised operations, maintenance and marketing plan at the time of budget adoption, this appropriation was conditioned by a proviso requiring the Executive to submit such a plan by July 1, 2000. On July 7, 2000, the Executive transmitted his operations, maintenance and marketing plan to the Council pursuant to this proviso. However, the plan failed to consider other options for the network beyond in-house operations, and lacked the marketing analysis needed to determine the long-term financial viability of the project. The Council did not act to approve the plan.

C. SCOPE OF WORK

Objective: The purpose of this Request for Proposal is to hire a consultant or consultants to review the I-Net project and (1) research, analyze, describe and, if possible, recommend options for the operation and maintenance of the network, and (2) conduct market analysis among the system's target clients to assess user preparedness and user need. This body of work will consider:

- Opportunities for county operation of the I-Net without negative fiscal impact on the county's current expense fund;
- Shared operation of the I-Net by the County and other I-Net users;
- Partnerships with an entity or entities which would operate the I-Net on the County's behalf;
- Dissolution of I-Net assets in such a way as to benefit intended I-Net users; and
- Any other option for the network which appears to offer promise.

This body of work also will determine what planning, if any, the system's target clients are undergoing to fully integrate the system into their own programs, which potential I-Net services these clients are prepared to receive and how much they are willing to pay for these services. The consultant will deliver the results of this inquiry to the Council by mid-August 2001 (date to be determined).

Consultant Responsibilities will include the following specific tasks:

1. Deliver a work plan and timeline to the chair of the Utilities and Technology Committee and designated committee staff within fifteen (15) days of hire.
2. Regularly inform the chair of the Utilities and Technology Committee and designated committee staff regarding the progress of review of the I-Net project and incorporate Council questions and concerns into the analytic work.
3. Meet with I-Net project staff as needed to review the current proposal for the operation, maintenance and marketing of the I-Net.
4. Meet with County Cable Office, Prosecuting Attorney, and Council legal staff as needed to review the legal parameters affecting the use of the network.
5. Meet with AT&T staff as needed to review the technical specifications of the network.
6. Review the management of other similar networks to determine whether shared or out-sourced operation of the network appears to offer a viable alternative to in-house operation by the County.
7. Review opportunities for disposing of I-Net assets in such a way as to benefit the intended I-Net users.
8. Meet with a representative sample of I-Net target clients to assess client preparedness, client needs, service timelines, acceptable fee ranges for services the network can provide, and alignment of user needs with I-Net staff proposals and projections.
9. Prepare a report for Council which documents performance of the specific tasks described in this section and which describes and evaluates options for the future of the I-Net project. The list of options considered shall include, but not be limited to:
 - County operation of the I-Net;

NAME OF OFFEROR: Gartner Consulting

- Shared operation of the I-Net by the County and other I-Net users;
- Partnerships with an entity or entities which would operate the I-Net on the County's behalf; and
- Dissolution of I-Net assets in such a way as to benefit intended I-Net users.

For each option, the report shall provide, but not be limited to:

- A description of the County's role;
- Estimates of financial investment and impact, both short-term and long-term;
- The expected market, which may include users other than those currently targeted.

Based on this information, the consultant will give a recommendation for a preferred option or options to the Council.

D. DELIVERABLES

It is expected that a firm will be retained by June 4, 2001.

The primary deliverable is a written report containing the findings, analysis supporting the findings, conclusions, and recommendations of the consultant or consultants. The consultant will prepare the final report by mid-August 2001 (date to be determined) for review by the Utilities and Technology Committee and will deliver an oral presentation of the final report to the Utilities and Technology Committee subsequent to the report's submittal at a time of the committee's choosing.

The consultant will produce status reports upon request of the Chair and designated staff of the Utilities and Technology Committee as the work proceeds. These reports will include a description of planned activities versus actual activities completed and planned activities that will be undertaken and/or accomplished subsequent to submittal of the report. The Council understands the cost of providing such reports and intends to keep such requests to a minimum.

E. REPORTING STRUCTURE

The Chair and designated staff of the Utilities and Technology Committee will supervise the consultant services. The consultant will meet with the Chair and designated staff to review project progress on an as-needed basis.

F. BUDGET

The budget for this scope of work is limited. If sufficient funds are not available to complete the full scope of work for the project, the County reserves the right to reduce the scope of work or increase the amount of money available for the project. However, RFP respondents should include an estimate to perform the full scope of work.

G. PROPOSAL FORMAT

The RFP submittal shall consist of (1) a letter of interest; (2) resume of consultant and any associates proposed for assignment to this project; (3) a client list from 1996-2001; (4) a comparable work sample; and (5) the proposal information enumerated below.

Proposal information shall include the following:

- A. A brief summary of your understanding of the issues and how a consultant or consultants might best approach the scope of work, including key tasks and timeline.
- B. Verification that the proposed personnel have the requisite knowledge in the areas of broadband fiber-optic cable networks, broadband services, government institutional networks and marketing of broadband services.

- C. A list of projects completed in the last 24 months, with references (names and phone numbers); summaries for similar projects completed in the last 24 months by the same personnel proposed in response to this RFP; and references for each summary with a contact name and phone number.
- D. A lump sum cost estimate for the project to include pay rates for team members, all expenses that the County would be charged, and how these were calculated.

H. RFP RESPONSE DEADLINE

Responses are due by 2:00 P.M. Thursday, May 10, 2001, unless otherwise changed by addendum.

I. PROPOSAL FORMAT

After the receipt of proposals, responses will be reviewed and ranked. At the County's option, the highest ranked proposers may be interviewed by the consultant review panel. If interviews are conducted, they will have a maximum total value of 40 points. The final award would then be made based on the total points awarded for the written evaluation and the oral interviews. King County anticipates that by Monday, May 28, 2001, the finalist will be selected and notified.

Proposals will be ranked according to the following criteria:

1. Experience planning or evaluating plans for the operation and maintenance of broadband fiber-optic cable networks and government institutional networks. **30 Points**
2. Experience evaluating the needs of potential broadband service clients and marketing broadband services to these clients. **30 Points**
3. Experience communicating complex technical concepts, ideas and analyses in clear, concise terms. **25 Points**
4. Responsiveness to the scope of work and the clarity, organization and completeness of the proposal. **15 Points**

J. MATERIALS AVAILABLE FOR REVIEW

Contact Roy L. Dodman, Senior Buyer, at 206-263-4266, or via e-mail at roy.dodman@metrokc.gov if you would like to review the materials listed below:

- *King County Institutional Network Operations and Maintenance Plan* – submitted as attachment to Proposed Motion 2000-0416 on July 7, 2000. Did not receive Council approval.
- Email from David Irons, Chair, Utilities and Technology Committee, to I-Net Staff, dated July 31, 2000.
- *King County Institutional Network Operations and Maintenance Plan* – submitted as revised attachment to Proposed Motion 2000-0416 on August 9, 2000. Did not receive Council approval.
- *King County Institutional Network Marketing Plan* – submitted as revised attachment to Proposed Motion 2000-0416 on August 9, 2000. Did not receive Council approval.
- I-Net Staff Response to Council Concerns Raised in August 16, 2000 Committee Briefing.
- ATT/TCI Franchise and Franchise Amendments Establishing the I-Net
- 1999 I-Net Implementation Plan
- Council Staff Reports on the I-Net
- Supporting Materials for August 9, 2000, Revisions to Proposed I-Net O&M and Marketing Plans

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1 - NON-DISCRIMINATION

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2 - REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 - 1) A Personnel Inventory Report on the form provided by the County.
 - 2) An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 - 3) A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

PART 3 - NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with

sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

- 1) Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
- 2) Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
- 3) Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
- 4) Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
- 5) Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- 6) Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- 1) Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
- 2) Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
- 3) Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4 - REQUIREMENTS DURING WORK**A. Affidavits of Amounts Paid**

Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Affidavit forms will be provided by King County.

B. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

SECTION IV - GENERAL CONTRACT REQUIREMENTS**TERMINATION CLAUSES:**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

INDEMNIFICATION AND HOLD HARMLESS:

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

INSURANCE

The selected Consultant shall furnish General Liability (Commercial General Liability) in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, other than for sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability may be required in the amount of \$1,000,000. If Automobile travel is required in the conduct of the contract, Automobile Liability will be required in the amount of \$1,000,000. Further, such policy shall endorse King County, and its appointed and elected officials and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers. A copy of the King County Certificate of Insurance Form is available for review by calling King County Procurement Services at (206) 684-1681.

CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

A. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.

B. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

C. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and

services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.

- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII - EXHIBITS

The following sample forms have been included herein for the Proposer's *information*. The awarded Consultant shall complete the forms and comply with these requirements prior to contract award. **(DO NOT SUBMIT THEM WITH THE PROPOSAL.)**

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan

The Proposer shall initial here that he/she has reviewed these forms and in the event of being selected, as the Consultant shall comply with these requirements.

Initialed: 

Copies of these forms are available through King County Department of Finance, Procurement and Contract Services Division by calling (206) 684-1681

Gartner

King County I-Net Project Review Services



10 May 2001

Engagement #220086080

Gartner Consulting

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206.374.9756

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Gartner

May 10, 2001

Mr. Roy L. Dodman
Senior Buyer
King County
Procurement and Contract Service Division
821 Second Avenue
8th Floor
Seattle, Washington 98104

Dear Mr. Dodman:

Gartner Consulting is very pleased to submit this proposal to provide King County (the County) consulting assistance in support of your Institutional Network (I-Net) project. We have recently concluded similar projects for the County of San Diego, State of Wyoming, the County of Sarasota, the City of Phoenix, State of Alaska, and the Government of Alberta. We would welcome the opportunity of working with King County to help you address your needs.

Our work in the Province of Alberta, Canada, provides a good example of our experience and credentials in this area. Their SuperNet is a government sponsored broadband communications civic network designed to provide 10/100/1000 Ethernet connectivity to all of the 4,700 health, education, library, and government facilities within the 422 communities of the Province of Alberta. Gartner Consulting has assisted the Government by providing proposal evaluations of the best and final offers from potential SuperNet providers. We have also participated in contract negotiations by providing technical, strategic, and business advice. We are currently assisting the Province by participating as their lead technical representative on the Network Design Committee. Our mission is to assure the government that SuperNet becomes a next-generation carrier class IP network.

We are proud that Gartner is regarded as one of North America's leading consulting firms assisting public agencies in the United States and Canada in planning for improved information and communication systems. We earned this leadership distinction because of superior performance and outstanding qualifications. We have more than 20 years of experience in providing consulting services to over 300 public sector clients covering more than 600 engagements. We believe that Gartner is well qualified to assist the County in this important engagement and we assure you that we are fully committed to its successful completion.

Gartner's consulting organization has been structured to be as responsive as possible to the needs of our local clients while still benefiting from the experience garnered through engaging similarly situated clients throughout North America. As such, each local office, such as Seattle's, is organized around a nationally-based center of excellence. This ensures that each client has a consistent level of staffing and management attention while our nationally-based centers of

Gartner

King County I-Net Proposal

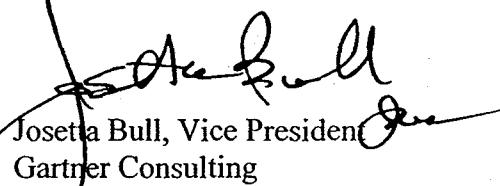
May 10, 2001

Page 2

excellence ensure that each client benefits from latest best-practices and from the participation of highly experienced and knowledgeable senior staff members.

Thank you for your consideration of our proposal. Please contact me at +1-916-921-3119 or via e-mail at josetta.bull@gartner.com if you have any questions.

Sincerely,


Josetta Bull, Vice President
Gartner Consulting

cc: Leon Chickering, Gartner

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Understanding of the Assignment

King County (the County) is seeking assistance with an assessment of the operation of the County's Institutional Network (I-Net). The primary question to be answered is:

“What is the optimal I-Net ownership and operation strategy given the network's revenue opportunity?”

This analysis is intended to take into account the needs of the County, I-Net stakeholders, I-Net current and prospective customers; I-Net capabilities; I-Net revenue potential; and the impacts associated with potential alternatives. The analysis should explore:

- Opportunities for county operation of the I-Net without negative fiscal impact on the county's Current Expense fund;
- Shared operation of the I-Net by the County and other I-Net users;
- Partnerships with an entity or entities which would operate the I-Net on the County's behalf;
- Dissolution of I-Net assets in such a way as to benefit intended I-Net users; and
- Any other option for the network which appears to offer promise.

The County is also seeking knowledge about what planning, if any, the system's target clients are doing to integrate the system into their own programs, which potential I-Net services these clients are prepared to receive, and how much they are willing to pay for these services.

Findings and recommendations are expected to be delivered in a report and presentation to the Chair of the Utilities and Technology Committee in August, 2001.

Objectives

The objectives of the proposed network study, as we understand them are:

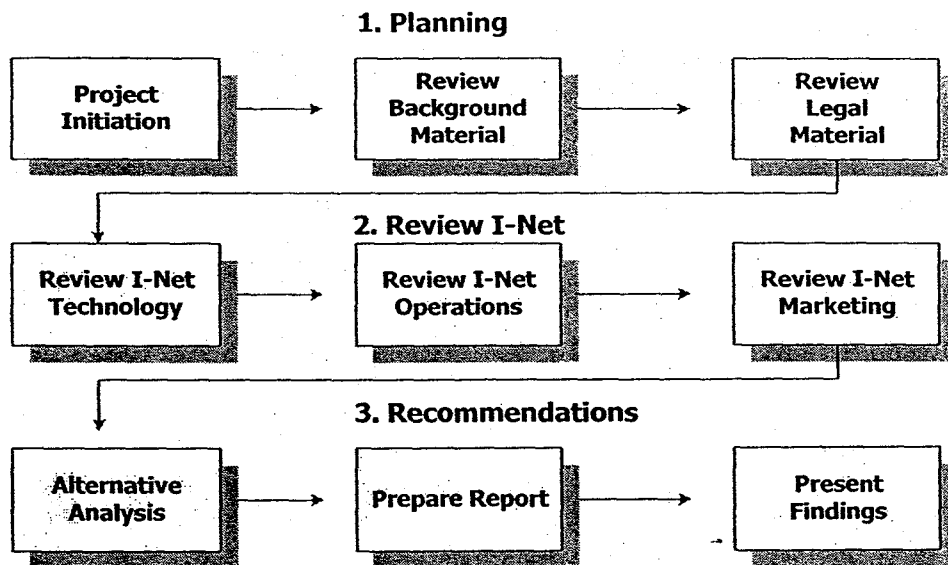
- Conduct a high-level assessment of the infrastructure and operations of I-Net
- Provide an assessment of I-Net opportunities, in consideration of customer needs and potential alignment of I-Net capabilities with these customer needs
- Assist the County in the preparation of a comparative analysis that contrasts the prospective costs and benefits of owning and operating I-Net
- Prepare recommendations regarding I-Net strategies.

Statement of Work

The proposed project work plan is based upon our understanding of the project and information provided to us by the County (RFP as well as the supplemental documents referred to in the RFP). Throughout the project, the Gartner consulting team will have access to Gartner Research to provide additional expert judgment on technical and organizational issues. We will also track the progress of similar projects that we are working on with other clients.

Our work plan consists of three phases that are further divided into discrete steps, as shown below:

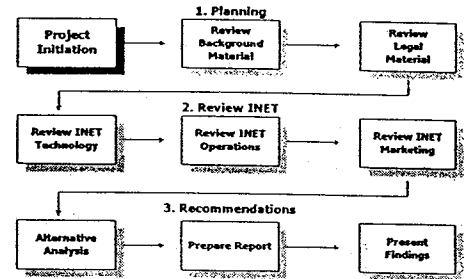
- Phase I Planning – Getting the project organized and reviewing documentation
- Phase II Review of I-Net Operations – Site visit for further data gathering and analysis
- Phase III Recommendations – Considering alternatives; preparing analysis and recommendations; presenting conclusions.



Phase I - Planning

Step 1. Project Initiation

A two-hour initiation meeting will be conducted to bring key team members to a common level of understanding regarding the project's objectives, expected outcomes and deliverables. Overall project change-control mechanisms and communications will be discussed during this meeting, including points of contact. The County's project sponsor or representative will convey expectations for the project to the key team members, including roles and responsibilities.



Task 1.1 Develop Project Plan

We will prepare a detailed project work plan and schedule based on the project timeline and methodology. The work plan and schedule will include tasks, subtasks, durations, work efforts and assignments. The work plan will guide the tasks undertaken throughout the project, and will provide a vehicle for the County to measure the project's progress. The draft work plan will be provided to the County in advance of the planning meeting.

Task ID	Task Name	Start	End	Duration	Predecessors	Successors
1	Project Initiation	1/15/01	1/15/01	1		2
2	1. Planning	1/15/01	1/15/01	1	1	3
3	Review Legal Material	1/15/01	1/15/01	1	2	4
4	2. Review INET	1/15/01	1/15/01	1	3	5
5	Review INET Operations	1/15/01	1/15/01	1	4	6
6	Review INET Marketing	1/15/01	1/15/01	1	5	7
7	3. Recommendations	1/15/01	1/15/01	1	6	8
8	Prepare Report	1/15/01	1/15/01	1	7	9
9	Present Findings	1/15/01	1/15/01	1	8	
10	Alternative Analysis	1/15/01	1/15/01	1		7
11	Review INET Technology	1/15/01	1/15/01	1		4

County Responsibility:

- County will review the draft work plan and schedule and provide comments/suggestions for revision.
- County will assign County participants to the project team. These participants are expected to consist of an accountant, a financial planner, and a network engineer. These participants will be expected to allocate 30% of their average day over a period of approximately ten days to the project. Given the genesis of this project, we would anticipate participation from the Utilities and Technology Committee staff as well.

Gartner Deliverables:

- Work Plan and Project Schedule (MS Project) presented to the chair of the Utilities and Technology Committee and designated staff within 15 days of contract award.

Task 1.2 Conduct Project Initiation Meeting

To ensure close project communications from the start, we will conduct a two-hour project initiation meeting with the County Project Team and others as appropriate. At the project initiation meeting, we will review the engagement approach, discuss roles and responsibilities, discuss key dates and milestones, identify resources required, and organize project logistics. In addition, we will review and obtain approval for the project control and status reporting

methodology. This methodology usually consists of periodic Project Status Reports and status meetings.

County Responsibility:

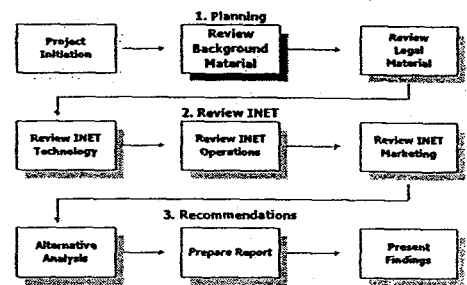
- County will provide facilities for this meeting and assistance in scheduling the participants.

Gartner Deliverables:

- Project initiation meeting (PowerPoint Presentation)

Step 2 - Review Background Material

The purpose of this step is to rapidly become familiar with the existing I-Net hardware, software and network communications infrastructure. We will review available technical documentation, such as configuration diagrams, technical specifications, hardware/software inventories, project planning documents, and others. Detailed attention will be given to the current operations, maintenance, and marketing plans.



The County will be responsible for providing appropriate documentation; providing a two to four hour executive level overview of the operations, maintenance and marketing plans; and providing access to interview key individuals (engineering, operations, and marketing staff) within the County who are familiar with the existing environment and applications.

County Responsibilities:

- Gather documentation and provide overview to cover:
 - Functional needs of the current stakeholders’ video, telecommunications, and data networks;
 - Functional requirements of the I-Net;
 - Site-by-site lists of installed and proposed I-Net equipment;
 - I-Net facility locations, points of interconnection, and service d-marks;
 - Local and wide area logical and physical network diagrams;
 - Geographical maps of the I-Net network;
 - I-Net budgets
 - I-Net Operations Plan
 - I-Net Services List (including services descriptions)
 - I-Net Marketing Plan
- Provide a two to four-hour executive overview.
- Provide key individuals for four two-hour interviews

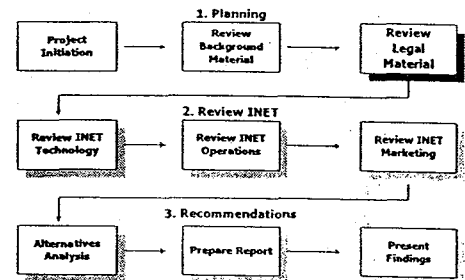
Gartner Deliverables:

- None

Step 3 - Review Legal Background

The purpose of this step is to review the legal and contractual issues surrounding the I-Net. This step will include a review of the I-Net contracts with AT&T/TCI (service, IRU, co-location, interconnection, etc.), contracts with vendors, service provider contracts, financial contracts, and the franchise agreements.

The County will also provide Gartner with introductions and access to those individuals who may be able to provide Gartner with insight into CLEC's operating, or planning operations, within King County municipalities. Gartner will also meet for one to two-hours each with representatives of the key County agencies (e.g. Prosecuting Attorney) following a review of background legal contracts.

**Gartner Resource:**

- Gartner will assign Kevin Parikh, JD to review the legal documents and conduct the interviews. Mr. Parikh will act as an internal legal advisor to the Gartner team for the duration of the engagement.

County Responsibilities:

- Provide copies of all agreements with TCI/AT&T (services, IRU, collocation, interconnection, etc.); contracts with vendors, service provider contracts, financial contracts, and the TCI franchise agreements.
- Provide copies of all agreements between the County and end users.

Gartner Deliverables:

- None

Phase II - I-Net Review

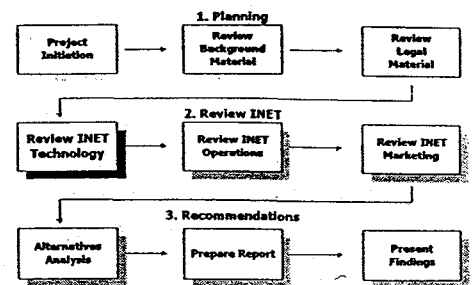
Step 1. Review I-Net Technology

During this step, Gartner Consulting will interview the senior management and others as appropriate from Engineering and representatives from AT&T to discuss network design and technology issues. The following points are to be discussed during the interviews:

- Review of business modeling – high-level overview of the I-Net stakeholders information used to define the functional requirements of the I-Net network.
- Review of current systems and technology – Identification of what is in place today; summary-level inventory of application systems, data, and technology platforms;
- Review of data architecture – Review of the major classifications of data transported within I-Net.
- Review of applications architecture – Identification of the major kinds of applications required to manage the data architecture and support the business functions.
- Technology architecture – Overview of the technology platforms required to provide support to the data and applications platforms.
- Overview of capital budgeting process.
- Overview of I-Net principles
- Overview of I-Net change management processes
- Overview of I-Net governance structure.
- Overview of I-Net legal structure.
- Overview of I-Net planning process.
- Overview of strategic initiatives

Gartner will also conduct a group interview with the I-Net engineering staff to discuss I-Net technical objectives, constraints, and evolution. The meeting is anticipated to last two hours. The following discussion points reflect a partial list of topics to be covered during the meeting, a comprehensive list will be provided prior to the meeting.

- Scalability requirements
- Availability requirements
- Performance definitions
- Security requirements
- Management requirements
- Affordability requirements.



Gartner Resource

- Gartner will assign Mark Gilbert to perform the review of I-Net technology. Mr. Gilbert has designed and managed the operations of numerous large enterprise, traditional carrier, and next generation carrier networks. He is an expert in the design and operation of an I-Net network.

County Responsibilities:

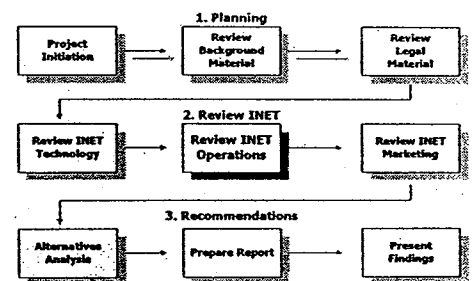
- Provide meeting facilities
- Coordinate the attendance of meeting participants
- Provide participants knowledgeable of the technical goals and constraints relevant to the project.

Gartner Deliverables:

- High-level assessment of I-Net technology. This assessment is to be included in the final report.

Step 2 - Review Present Operations

During this step Gartner will review the operations organization to review the County's operational requirements and capabilities in the support of I-Net. Gartner will then provide, if appropriate, a summary of operational recommendations applicable for continued ownership and operation of I-Net and for procurement of services. The operations requirements will be included in the financial analysis.



This task will include a two-hour interview with the senior manager of Operations for I-Net, tours of I-Net facilities, and up to two hours of interviews with appropriate operations personnel.

Interview with senior manager of Operations

The interview is intended to provide Gartner will a high-level overview of the Operation of I-Net. Discussion topics include overviews of the following topics:

- Current Operations Support Systems currently in place (including; service provisioning, network planning and engineering, order/work flow management, customer care, service activation, network management, and sales order entry)
- Operations organization; structure, expectations, staffing and qualifications
- Operations budget and budgeting process

- Overview of service and support groups
- Service Level Commitments/Agreements
- I-Net services supported
- Performance monitoring, measurement and feedback processes
- Project management and implementation processes
- Convergence planning
- Strategic initiatives
- Review of operations processes and definition of performance requirements (discussion of performance gaps).
- Benchmarking processes

Tour of I-Net facilities - This step will review the capabilities of the County's current network management team and facilities to provide maintenance and support for the I-Net in accordance with the functional need requirements of the I-Net's stakeholders.

Gartner Resource

- Gartner will assign Mark Gilbert to perform the review of current I-Net operations. Mr. Gilbert has reviewed the operations of numerous large enterprise, traditional carrier, and next generation carrier networks. He is an expert in the design and operation of an I-Net network.

County Responsibilities:

- Provide appropriate technical personnel to provide a review of the network management center facility's LAN, WAN and desktop equipment
- Provide complete operations overview including staff, roles and responsibilities, and skills
- Provide operational budget and operations plans.

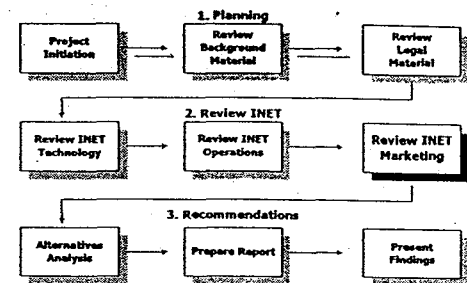
Gartner Deliverables:

- High-level assessment of I-Net operations. This assessment is to be included in the final report.

Step 3 - Review Market Opportunity

During this step Gartner will review the current marketing plan, meet with prospective customers to investigate/validate their functional and contractual requirements, and provide a gap analysis between the marketing plans and the needs of prospective customers. The objective of this step is to establish a market assessment that firmly establishes market need and quantifies market opportunity.

Also during this step Gartner will perform a high-level inquiry into the prospective customers' strategic and tactical planning regarding their intended use of I-Net. Given the relative ease of targeting potential I-Net customers, Gartner recommends the use of a direct contact and interview methodology for data collection during this step. Direct contact substantially increases the quality of both quantitative and qualitative data as compared to traditional market survey instruments. Gartner will also investigate and establish benchmark pricing as offered by alternative service providers competing with I-Net.

**Gartner Resource**

- Gartner will assign Larry Tenison to perform the major tasks required in this step. Mr. Tenison has assisted various government agencies in the assessment of functional and operational requirements of network users and stakeholders. He will be assisted by Mr. Gilbert in the benchmark pricing tasks.

County Responsibilities:

- Provide appropriate marketing personnel to provide a review of the marketing strategic and tactical plans
- Provide introductions to the four largest potential/current network customers.

Gartner Consulting Deliverables:

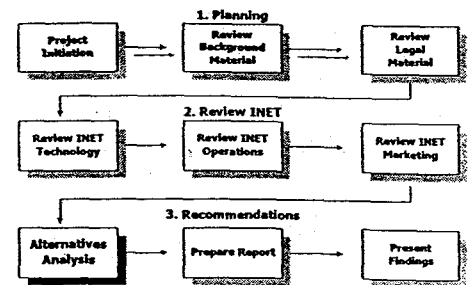
- High level assessment of customer functional and contractual needs; competitive pricing positioning.
- Establishment of a revenue target (financial analysis and a breakeven determination will be conducted in Phase III, Step 1)

Phase III Recommendations

Step 1 - Alternatives Analysis

The purpose of this step is to develop the quantitative analysis that would support a recommended action. This step is therefore focused on the development of a comparative analysis contrasting:

- 1) The costs and benefits of the continued County I-Net ownership and operation,
- 2) The costs and benefits associated with the selective procurement or outsourcing of equivalent services from alternative service providers, or
- 3) Dissolution and sale of the network.



During this step we will work closely with County Accounting, Finance and Engineering personnel to establish comparative matrixes. We anticipate the matrixes to include:

- Operations and Services comparison matrix – The objective for this matrix will be to establish comparative matrixes contrasting the Operations requirements for the three alternatives. The County, with Gartner assistance, will provide a County resource to assist in researching details supporting the matrix.
- Financial comparisons matrix - The objective for this matrix will be to establish a baseline financial model for use in comparing capital and operational costs with projected costs for each of the three alternatives. This step includes the preparation of an operational and capital incremental budget pro-forma as required for consideration in transition to an alternative services provider. . The County will need to provide staff resources to assist in researching details supporting the matrix.

Gartner Resource

- Gartner will assign Larry Tenison to lead the comparative review tasks. Mr. Parikh will assist Mr. Tenison during this step by providing a high-level alternative service provider opportunity assessment. The alternative service provider assessment (ASP) methodology has been used in numerous Gartner ASP contract assessment engagements. Mr. Gilbert will assist by providing an assessment of the network dissolution and network enhancement alternatives.

County Responsibilities:

- Provide staff resources to complete the comparison matrix.

Gartner Deliverables:

- Provide County personnel with comparison matrix outlines and guidance in the completion of the matrix.

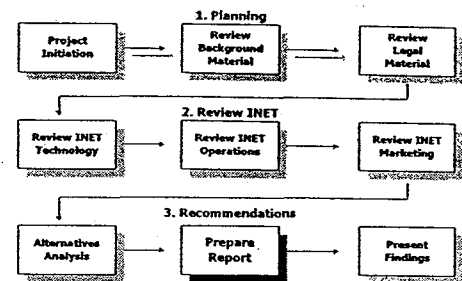
The comparative analysis for outsourcing alternatives will be based on the opportunities available via alternative service providers identified during a search of alternatives conducted by Gartner. As appropriate, Gartner will make adjustments to estimates by alternative service providers based upon recent Gartner client experience in the contracting for services of similar networks, as well as upon current Gartner benchmarking and research and analysis experiences.

Step 2. Prepare Recommendations

Gartner’s recommendations will be in report format. The report will include our high-level assessments of the I-Net technology, operations and marketing functions as established during our reviews of the respective functions.

The recommendation will include an assessment of the County’s role, financial and operational responsibilities, and market opportunity for the alternative courses of action – continued insourced operation, outsourcing/ partnerships, and I-Net dissolution.

The recommendation will also include risk assessment and mitigation recommendations.



Gartner Consulting Deliverables:

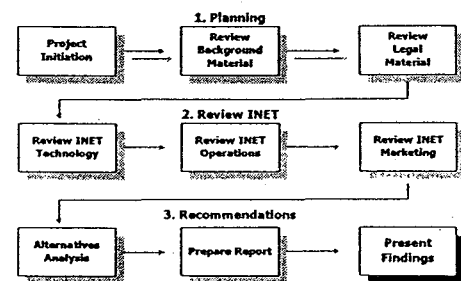
- Presentation format report: “I-Net Project Review Assessment” consisting of:
 - A high-level assessment of current I-Net technology, operations and marketing
 - A high-level assessment of customer alignment requirements and resulting I-Net market opportunity
 - A high-level assessment of outsourcing and partnering opportunities
 - A high-level assessment of dissolution opportunities.

Step 3. Present Findings

Gartner will present the findings to the King County following the County’s review of Gartner’s recommendations.

Gartner Consulting Deliverables:

- Presentation of: “I-Net Project Review Assessment” in report format
- Visual and verbal presentation of “I-Net Project Review Assessment”



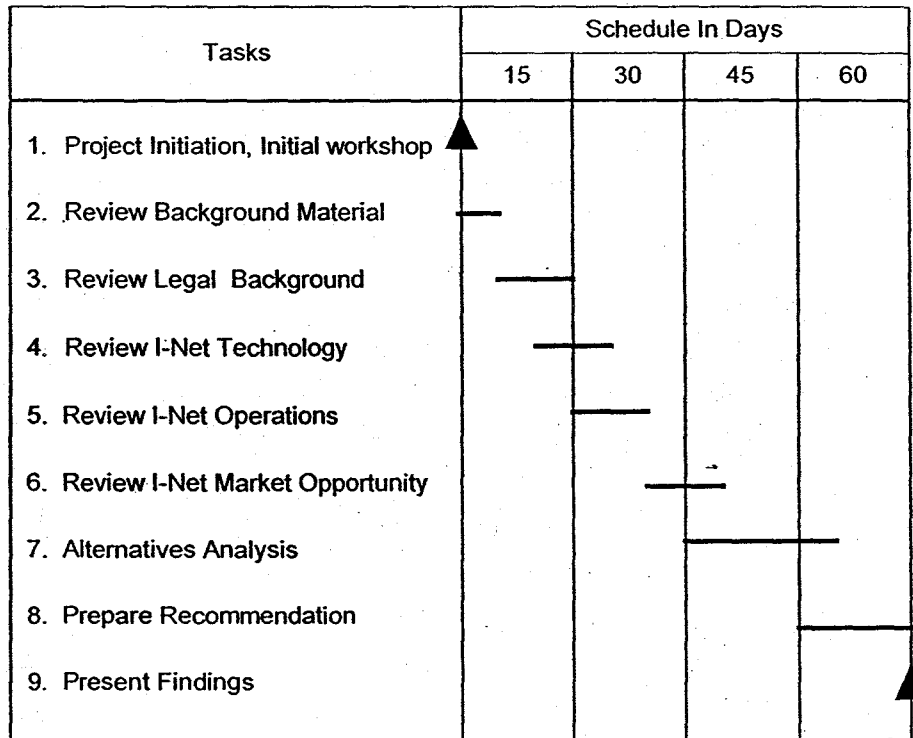
Project Timeline

Our proposed project schedule is presented below. We understand that time is of the essence and we are prepared to complete this project over a six-week period, based on timely access to all required information. It will be our practice to work closely with County staff on a frequent basis. Our approach in engagements of this nature is to encourage open communications and to secure approval of our work as it progresses. We have found from experience that, with this approach, the entire project becomes a team effort and the County will obtain maximum benefits.

It has been our experience that we can complete our assignment in the proposed time requirements given key assumptions:

- ✓ Timely availability of existing documentation for our review
- ✓ Timely availability of personnel for interviews
- ✓ Cooperation by the County and its personnel
- ✓ Timely review and feedback on project deliverables.

Our overall projected timeline is as follows:



Source: Gartner (May 2001)

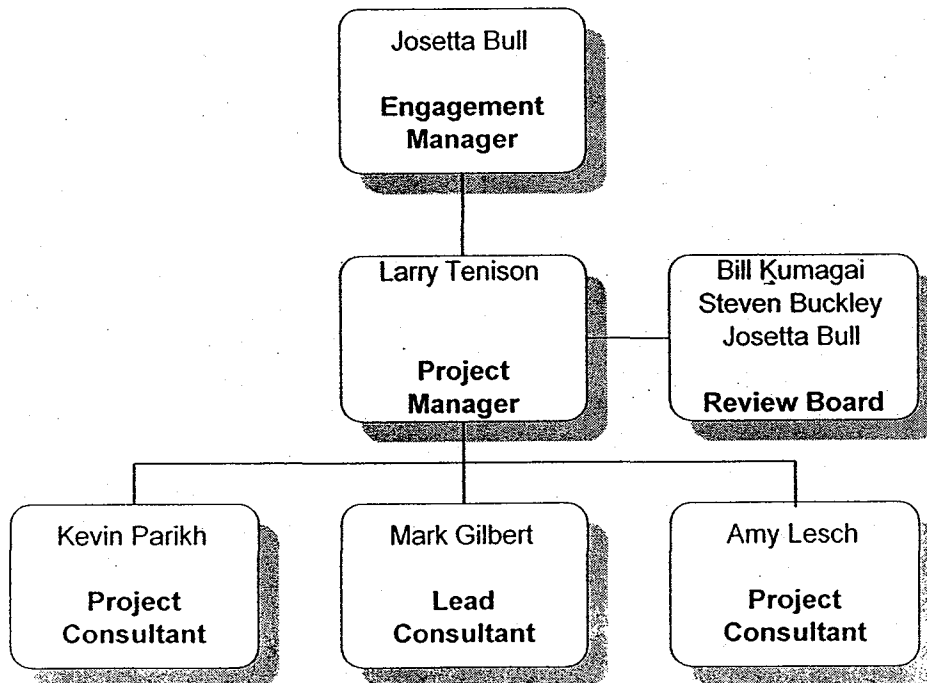
Note: We will use reasonable business efforts to complete this project in accordance with this schedule and will consult with the County regarding potential schedule changes as they arise. Depending on the start date of the engagement, major holidays or unforeseen events may affect actual duration.

Project Staffing

Gartner Consulting functions as an experience-leveraged practice. Unlike many consulting firms, the majority of our consultants have more than 10 years of experience. Our engagement teams are typically small and strategic. Clients derive great value from our consultants and the specialized, world-class expertise of the Gartner knowledge base that is developed by our research and benchmarking services.

For the King County I-Net Project, Ms. Josetta Bull, Vice President and Northwest Regional Director, will serve as the engagement manager and as a technical reviewer; and Mr. Larry Tenison, Director in charge of our Portland, Oregon consulting practice, will serve as project manager. The Technical Review Team for this effort will be composed of Mr. William Kumagai, Managing Vice President of Gartner's State and Local Government Consulting practice, and Mr. Steven Buckley, Vice President and member of Gartner's internal Telecommunications advisory panel. Other members of the King County project consulting team will be drawn from the associates identified below or, subject to County approval, others of comparable skills and background subject to their availability during the term of your project.

King County I-Net Project



Staff Bios

Josetta Bull

Vice President, Gartner

Ms. Bull is a Vice President in Gartner's State and Local Government Consulting Practice and is responsible for defining Gartner Consulting's approach to e-government. Ms. Bull is also the Northwest Regional Director for state and local governments.

Ms. Bull has over 25 years of government experience. Her areas of expertise include business and technology strategic planning, application and system requirements definition and development, organizational management, project management and administration of government programs.

Prior to joining Gartner, Ms. Bull was the CIO of the California State Employment Development Department. In this role, she provided technology leadership to one of the largest organizations in California State government. She led the development and implementation of business and technical strategic plans, governance structure, technical architecture plan, and a client server support model. She transitioned the IT organization to a multi-tier client server technical infrastructure to support legacy mainframe systems, NT Domain architecture, Internet, Intranet, Imaging, Electronic Data Interchange, messaging systems, e-government and call centers.

Ms. Bull's work in state government included reengineering service delivery systems to more effectively use technology in California's employment and training, worker benefit and tax revenue programs. This led to the responsibility for administering government programs to direct the implementation of the new service delivery model and its ongoing evaluation.

Laurence J. Tenison

Director, Gartner Consulting

Mr. Tenison is a director with Gartner's State and Local Government Consulting Practice. He specializes in the analysis, planning and implementation of complex information technology solutions. Having been a part of the IT industry for more than 25 years, Mr. Tenison's experience includes several years of software design, coding and testing within all phases of the project development life cycle on a wide variety of system platforms. Over time, as Mr. Tenison migrated into project management and leadership roles, he led major project implementations that included tasks ranging from strategic planning, system acquisition, design, development and testing to implementation and maintenance.

His recent experience includes the following:

- Network architecture design—project manager on a project for the City of Eugene, Oregon, to design a new secure, robust, flexible, scalable LAN/WAN environment for the City as it begins to implement new citizen-facing "Web-enabled" services. The project came up with an eight-step evolutionary plan that would achieve the City's stated

objectives. This effort involved an in-depth study of current trends and capabilities in the implementation of secure networks, including use of VPN technology.

- Requirements analysis and RFP development—project manager for a major state agency engagement to develop procurement documents for replacement of statewide fire CAD system; included acquisition strategy development, risk assessment, control agency negotiations and RFP development/approval.
- Contact center assessment and recommendations—project manager for assessment of State Department of Revenue Tax Assistance call center; surveyed existing technology, evaluated market trends, developed a series of cost-effective recommendations as part of a migration plan.
- Integrated application development environment selection—project technical consultant for the Oregon State Legislature Information Systems Department during its selection of a new, integrated application-development platform.
- Enterprise technical architecture—project manager on an engagement for the California Legislative Data Center to develop an enterprisewide technical architecture. This project included research into business drivers and technology trends, assessing the current IT environment, developing a target environment, completing a gap analysis and recommending a short list of prospective vendors.
- Criminal justice IT strategic plan—technical resource on a project to create a new IT strategic plan for the California Youth Authority (CYA). Role included an assessment of the existing IT environment, a scan of prevailing vendor and market trends, and evaluation of alternative solutions. Created major sections of feasibility study report for CYA, a funding prerequisite.

His previous experience includes the following:

- IS Director, High-Tech Manufacturing—prior to joining Gartner, Mr. Tenison was the IS director for an international semiconductor manufacturing company with an IT staff of 70 and an IT budget of over \$14 million.
- Director of Operations, Public Safety Systems Integrator—from 1993 through 1995, Mr. Tenison was the director of operations for the NW Regional office of a major public safety software integration firm, specializing in CAD and Records Management systems. From 1987 until 1993, Mr. Tenison was a senior programmer, technical lead and project manager implementing CAD and RMS solutions for the same integration firm.

Mr. Tenison holds a double major from the University of California, Berkeley: a Bachelor of Science in Economics and a Bachelor of Science in Conservation. He also earned a Masters in regional planning, specializing in transportation, from the University of North Carolina, Chapel Hill.

Mark E. Gilbert

Director, Gartner

Mr. Gilbert is a Director with Gartner's State and Local Government Consulting Practice. He has an extensive background in telecommunications services in both the public and private sectors over the past 20 years. His key strengths are in aligning technology with business goals and building high-performance technology systems.

Mr. Gilbert is involved in some of the leading telecommunications projects for Government agencies in North America. His recent experience includes the following:

- Evaluation of telecommunications and MAN outsourcing proposal—assisted the County of Sarasota, Florida, with the evaluation of proposals for the outsourcing of a new packet-switching telecommunications and optical metropolitan area network. The project includes the replacement of all PBX and LAN switches, and the implementation of VoIP networking on a switched Dense Wave Division Multiplexing optical MAN.
- Preparation of a telecommunications strategic plan—assisted the City of Phoenix, Arizona, in the preparation of a telecommunications strategic plan that encompassed both circuit and packet voice telecommunications and their optical metropolitan area network. This project examined the voice and MAN requirements for over 13,000 City employees, resulting in a recommendation for a hybrid circuit and packet-based solution networked over a ring DWDM and meshed gigabit Ethernet MAN.
- Wide area and local area network design—assisted the Hawaii County Police Department by designing a Wide Area and multiple Local Area Networks within the HCPD stations within the Big Island.
- Metropolitan area network architect—assisted the City of Eugene, Oregon, in the preparation of a MAN network architecture utilizing optical and leased services.
- Evaluation of a telecommunications networking proposal—assisted the County of Fort Bend, Texas, in the evaluation of a countywide telecommunications replacement proposal.
- IT and telecommunications outsourcing project technical advisor—responsible for providing technical advice in the architecting and implementation on the \$643M outsourcing contract for the County of San Diego. The project encompasses all of the County's telecommunications and IT operations including the PBX network, ATM-based WAN, local and long-distance services, wireless, LAN, desktop hardware and software, servers, data centers, help desk, network operations center, new ERP applications and maintenance of legacy applications.

His previous experience includes the following:

Smartstop—Vice President of Operations for this pre-IPO startup telecommunications company. He was involved in managing operations, product research and development, and network engineering functions. He created and managed annual budgets for operations and network construction; designed and performed lab and field trials; and deployed a 40-location frame relay national network and a 15-location national VPN based network that provisioned VOIP.

Practice Manager for an international Competitive Local Exchange Carrier (CLEC) consulting practice. His responsibilities included providing CLEC companies with strategic, financial, marketing, technical, regulatory and interconnection consulting services. He also performed business plan development, network design, procurement and deployment of a Next Generation Telephone Network (NGTN) within the Republic of Panama. The NGTN provided integrated voice/video and data communications to business and residential customers within the country. Mr. Gilbert's project deliverables included design and deployment of switched IP over ATM over SONET backbone, an ISP, VLANs, firewalls, carrier class VOIP networking, xDSL, over a fiber, cable modem and wireless LMDS networks.

Fujitsu—industry manager where his responsibilities included the deployment of 80,000+ residential telephone lines and 200,000+ residential passings. He was responsible for the design and deployment of an RMTS communications network that serviced over 30,000 subscribers nationally. Additional career highlights include the design and deployment of a \$2.5M 500 node/45-building network for the California Lutheran University (IP LAN and WAN, ATM backbone, wireless voice and data, video conferencing, ISP data center, and a 750-line multi-site PBX).

Mr. Gilbert received his Executive MBA from the University of Southern California in 1994. He received his BS in Finance from the University of Southern California in 1984.

Kevin S. Parikh

Associate Director, Gartner

Mr. Parikh is an Associate Director with Gartner Consulting. Mr. Parikh specializes in IT management, including contract assessment/service level negotiation, outsourcing/procurement, strategic management and regulatory compliance. His practice provides consulting services in the areas of business solutions and risk management in IT outsourcing. Mr. Parikh is also our in-house expert for the resolution of administrative conflicts arising under both Federal, State and Local regulatory authorities.

Mr. Parikh's practice areas include telecommunication technology, Application Service Providers (ASP) Management and contract assessment/negotiations. As a former attorney, he also specializes in mediation, breach of contract, damage calculation, economic/statistical modeling and liaison activities between clients and governmental agencies.

His recent experience includes the following:

- ASP contract and service level agreement (SLA) assessment—conducted a contract and relationship performance assessment between a major oil company (confidential) and an ASP (confidential). Re-negotiated the contract and modified the SLA to meet the demands of recent corporate acquisitions.
- Telecommunications assessment—conducted a strategic assessment of the current services offered by the City of Phoenix's PBX system. The ultimate goal of the assessment was to provide recommendations designed to leverage the city's extensive fiber network and upgrade the system to meet the exploding demands on the City

government. Gartner's assessment covered over 38 City departments and included a complete alternatives and market analysis.

- Telecommunications technology and market assessment—project manager on the evaluation of a new wireless multimedia telecommunications infrastructure designed to enable subscribers to receive real-time videoconferencing, internet access at 384 Kbps, and up to 700 direct broadcast channels. The technology was designed to provide all of the latter services seamlessly integrating audio, video and data services into one single hybrid package.
- Start-up business consultant—worked with three Internet start-ups on business plan development, contract negotiations, market assessments and strategic consulting (company names withheld due to confidentiality).
- State/federal agency coordination—investigated and mediated a dispute arising under the use of mobile emission reduction credits in air trading programs. Examined legal compliance issues under the Clean Air Act and provided recommendations for reaching compliance under EPA regulations. Accounted for pollution increases from the use of credits vs. the offsets from the scrapage of the certified "Old-Vehicles."
- Inter-agency mediation—mediated disputes between CALTRANS, DTSC and community residents arising from the decision to relocate a damaged portion of the Cypress Highway in west Oakland, California. The Cypress Highway section in question had collapsed as a result of the Loma Prieta earthquake of October 1989.
- Technology licensing—examined the social and economic impacts in the licensing of a uranium refining facility in Louisiana. Conducted a demographic analysis and supervised an investigation into site selection alternatives.

His prior experience includes the following:

KPMG LLP, Manager, Los Angeles, California

United States Environmental Protection Agency, Washington, D.C.

United States Department of Justice, Washington, D.C.

California Senate Energy and Public Utilities Committee, Legislative Fellow, Sacramento, CA

Institute for International Economics, Washington, D.C.

Mr. Parikh received his Bachelors degree from the University of California, Davis, in Economics and Political Science-Public Service and his Juris Doctor from the American University. Mr. Parikh also completed his tenure as a California Senate Fellow in 1993.

Mr. Parikh has delivered presentations for the American Bar Association. He has testified before the National Environmental Justice Advisory Council and the California Senate Energy and Public Utilities Committee. He has also given numerous presentations in the areas of telecommunications and outsourcing.

Amy C. Lesch

Senior Consultant, Gartner

Ms. Lesch is a Senior Consultant with Gartner's State and Local Government Consulting Practice. She specializes in the planning and execution of government information technology and telecommunications solutions. Ms. Lesch's experience includes strategic planning, acquisition and sourcing, to implementation and maintenance. Ms. Lesch is a certified Total Cost of Ownership Expert in voice, data and distributed computing.

Her recent experience includes the following:

- E-gov strategic planning—assisted in developing Gartner's State and Local Government methodology to e-gov strategic planning. Project consultant for a statewide strategic planning initiative for the State of Ohio.
- Sourcing and procurement—assisted in conducting existing systems and services assessments, drafting functional and service level requirements, developing contracting documents and in vendor selection on a number of projects, both state and local.
- Network architecture design—project consultant for the City of Eugene, Oregon, assisting on an engagement to develop a network architecture design. The project entailed a comprehensive review of the City's existing architecture and a new design to improve network performance, stability, connectivity and security. The new design incorporated plans for online service delivery to citizens and other emerging technological needs.
- Strategic planning—project manager for the City of Yuma, Arizona, assisting in a project to draft the Telecommunications Strategic Plan. Following City Council adoption of the plan, the City retained Ms. Lesch to assist the City in hiring telecommunications personnel and implement strategic initiatives called out in the plan.
- State telecommunications strategic plan—Ms. Lesch worked directly with Governor Geringer and his Business Council to produce a statewide telecommunications strategic plan outlining priorities and strategies for infrastructure development.

Ms. Lesch holds a professional degree in Planning, Public Policy and Management from the School of Architecture at the University of Oregon. She also earned a Master of Arts degree from Rutgers University as an Eagleton Fellow and Harold Martin Scholar.

Technical Review Board – Gartner will assemble a Technical Review Board comprised of Vice Presidents to review all of the key project deliverables. Joining Ms. Bull on the Review Board will be:

William R. Kumagai

Managing Vice President and Head of Government Consulting, Gartner

Mr. Kumagai is a Managing Vice President leading Gartner's State and Local Government Consulting Practice, and the Head of Government Consulting at Gartner. He has over twenty years of experience in the full information technology life cycle, including planning, selecting and implementing information technology solutions. He is a frequent speaker at national

conferences, including the Government Technology Conference, TechExpo, League of Cities and others.

His recent experience includes the following:

- Sourcing—lead consultant and interim Chief Technology Officer in San Diego County’s outsourcing of all telecommunications and information technology services. This was the largest (\$644m over seven years) full-service outsourcing ever in local government.
- Sourcing—consultant to several local government agencies (including Cuyahoga County, Ohio, and Tacoma, Washington) on sourcing issues ranging from applications service providers to data centers and seat management.
- Project management—project manager for the implementation of new public safety systems at the City of San Diego, including computer-aided dispatch, mobile data and automatic vehicle location systems. Called “the most successful project in the history of San Diego” by the former City Manager.
- Enterprise resource planning selection and implementation—quality assurance on a \$60m+ enterprise resource planning project for the County of San Diego, including human resources, payroll, finance/accounting, and performance management systems.
- Enterprise resource planning software development—as the data processing supervisor for the City of Irvine, Mr. Kumagai spearheaded the design, development and implementation of new finance and accounting systems for the City of Irvine, California.
- Information technology strategic planning—project director for IT strategic planning engagements with numerous agencies, including the City of Burbank, California; the California State Controller’s Office; and the City of San Diego, California.
- Business and technology assessment—project manager for a business and technology assessment of the California Department of Motor Vehicles after the Department’s failed database redevelopment project in 1994-95. Developed, and coordinated the approval of, organizational and technical strategies, working with multiple levels of State government to better position the Department for future technology projects.
- Business strategic planning—project director and/or manager on business strategic planning engagements with numerous agencies, including the California Department of Social Services, the California Department of Motor Vehicles and the California Department of Water Resources.

His previous experience includes the following:

- IT Supervisor for a Southern California city, where he was responsible for all computer hardware and software acquisition, development, implementation and maintenance.
- Software development in the financial services industry.

Mr. Kumagai earned his Bachelor of Arts degree from the University of California, Irvine, graduating Summa Cum Laude and Phi Beta Kappa. He has also worked on his MBA at California State University, Fullerton.

Steven L. Buckley*Vice President, Gartner*

Mr. Buckley, a Vice President with Gartner's Consulting Practice, is responsible for all aspects of the firm's western region government consulting services. He has extensive experience with the full range of IT and telecommunications services ranging from strategic planning and feasibility studies to systems design, engineering, procurement and contract negotiations, and finally to the full implementation, training and acceptance testing phases of projects. Mr. Buckley has been responsible for the planning and development of some of the nation's leading edge state and local government technology projects.

Mr. Buckley is a nationally recognized expert in strategic planning and the analysis of evolving technologies for government agencies. This includes the analysis of regulatory and government issues as well as participation in the development of national telecommunications policy. In addition, Mr. Buckley has played a leading role in the development of multi-agency government agreements and telecommunications systems.

His recent experience includes the following:

- IT and telecommunications outsourcing project—responsible for the management of and acted as lead consultant on the landmark \$643M outsourcing contract for the County of San Diego. The project encompasses all of the County's telecommunications and IT operations including the PBX network, ATM-based WAN, local and long-distance services, wireless, LAN, desktop hardware and software, servers, data centers, help desk, network operations center, new ERP applications and maintenance of legacy applications. Mr. Buckley led Gartner's efforts through the initial strategic planning, the development of the RFP, selection of the best-value provider, contract negotiations, and program management during the transition. He also supported the County through the public decision-making processes, including presenting before the Board of Supervisors.
- Service level agreement development—reviewed current contract terms and conditions including service levels for the State of California. Prepared recommended set of telecommunications minimum acceptable service levels (MASLs) for the State to use in renegotiating their agreement with their statewide provider.
- Comprehensive telecommunications procurement—responsible for the State of Alaska project to develop a procurement strategy, build a Request for Proposals (RFP), and assist in vendor selection for the State's comprehensive telecommunications partnering project. This landmark strategic partnering project included the participation of every State agency and covered all aspects of telecommunications technology, including basic and enhanced telephony services, data network services, audio and video conferencing, paging and cellular services, and satellite telephony and broadcast services.
- Wireless communications plan—led the development of the State of California shared statewide radio communications partnering plan. The project involved California's ten largest public safety agencies, with over 40,000 users, and assessed alternative technologies and public/private partnership approaches. The plan also incorporated recent changes in the regulatory environment.

- Public safety implementation project—assisted the County of San Diego with the planning, design, procurement, contract negotiations and implementation of a comprehensive set of new public safety IT and telecommunications systems. The systems include a digital 800MHz trunked radio system that operates on 43 radio sites and supports over 12,000 radios from 150 different agencies. Also, part of the project was a mobile computer system, computer aided dispatch system, records management systems, and a new 40,000-square foot dispatch and emergency operations center. Mr. Buckley was also involved in the development of the memorandum of agreement between the partnering agencies, as well as the securing of the funding for the project
- Statewide telecommunications strategic plan—worked for the Governor of Wyoming to develop a statewide telecommunications strategic plan. The primary goal of the project was to develop a plan to narrow the digital divide in the State and improve the statewide telecommunications infrastructure so that it could be used as an enabler to attract businesses to the State and retain them in State. The strategy included an analysis of telecommunications competitiveness and fiber optic infrastructure build out.

His previous experience includes the following:

- Telecommunications management and teleprocessing—Mr. Buckley has held positions in telecommunications management and in teleprocessing. He was a Manager of the Teleprocessing Support Group at Hughes Aircraft Company's Radar Systems Group, where he gained extensive direct hands-on experience managing large campuswide voice and data communications systems.

Mr. Buckley graduated from California State University, Long Beach, with a Bachelor of Science degree in Business Administration specializing in Computers and Information Systems. Mr. Buckley is a frequent speaker on emergency communications systems and voice and data integration. He has addressed groups ranging from the National Association of Public Safety Communications Officers (APCO) to Technical Support Managers of AT&T on these important topics.

Engagement Experience

Gartner Consulting's State and Local Government Practice has successfully completed close to 600 engagements for approximately 300 clients over our twenty-one year history. We initiated 65 projects during last year alone and had dozens more that continued from prior years. Our consulting colleagues in Canada and elsewhere in the United States serving private sector clients have enjoyed similar success. We are providing information on a few of our most relevant engagements. We would be happy to provide additional information on these or other engagements should it be required.

State of Alaska Information Technology Group

The State of Alaska selected Gartner Consulting to assist the State in obtaining a comprehensive statewide telecommunication services outsourcing contract. Gartner first developed a Request for Proposal (RFP) including detailed functional specifications that delineate the present and future telecommunications service requirements of the State. Services covered in the RFP included basic local telephone service, enhanced telephone services, long distance access, dedicated lease line, toll-free services, WAN connectivity and Internet access, e-mail services, audio and video teleconferencing support, and statewide paging. Gartner Consulting will also assist the State in identifying and pursuing opportunities to improve utilization of the State of Alaska Telecommunications System, the microwave infrastructure that supports public safety communications throughout the state, through strategic partnering with public and private sector organizations. Additionally, the State retained Gartner Consulting to assist in coordinating the RFP process including vendor qualification and provider selection.

Contact: Ms. Karen Morgan
Project Director
State of Alaska Information Technology Group
5900 E. Tudor Road
Anchorage, AK 99507
(907) 269-5748

County of San Diego, California

We assisted the County of San Diego, with a population of 2,794,785, in conducting a strategic assessment of its information technology and telecommunications systems. The assessment focused on the County's current technical environment including data centers, applications, telecommunications, local area networks, desktop computers and end-user support. The assessment also focused on the County's organizational and economic environment, covering areas related to IT organization, governance, hiring, retention, compensation and asset ownership.

Following County adoption of its Strategic Plan, we were again contracted to develop an overall outsourcing strategy, which included identifying services that should remain within the County, and establishing an IT and Telecommunications organization focused on contract management. We were retained again to develop a Technology Outsourcing Request for Proposal (RFP) to

acquire a full service array of communications and technology services in June 1998. The RFP solicited telecommunications, data center, local network, desktop, applications and customer support services from a prime contractor, supported by world-class providers in each of the technology areas. Key tasks included assisting the County in obtaining an inventory of its current computer and telephone related assets, developing minimum acceptable service levels (MASLs). The RFP included infrastructure and operational specifications, as well as enterprise-wide application requirements for Finance, HR/Payroll, and Revenue & Recovery systems. Subsequent to the release of the RFP, we assisted the County of San Diego in evaluating vendor responses, selecting the final vendor, and in negotiating the contract with the selected vendor.

The RFP resulted in responses from three of the world's largest technology service providers. We assisted the County in evaluating vendor proposals and the final vendor. We also assisted the County in negotiating a contract with the selected contractor.

Contact: Ms. Helen Robbins-Myers
Assistant County Administrator
County of San Diego
1600 Pacific Highway, Room 212
San Diego, California 92101
(619) 531-4940

State of Wyoming

We assisted the Wyoming Business Council and the State of Wyoming in developing a Telecommunications Strategic Plan. The Wyoming Business Council had undertaken a number of initiatives aimed at improving the economic and business environment in the State. A first step in achieving the State's economic development goals was the implementation of a solid telecommunications infrastructure that could support the State's current and future businesses.

Specifically, Gartner Consulting assisted the Council is in:

- Identifying and understanding of the current telecommunications systems within the State
- Reviewing the key telecommunications stakeholders and their key issues and concerns
- Establishing State telecommunications goals and objectives
- Understanding of the key federal and State regulatory drivers
- Learning from the telecommunications best practices of other states
- Creating opportunity to increase competition within the State
- Preparing of a vision for the future of State telecommunications infrastructure
- Developing of an overall strategy of the State of Wyoming telecommunications infrastructure

Contact: John Reardon
Chief Executive Officer
Wyoming Business Council
214 West 15th Street
Cheyenne, WY 82002
(307) 777-2840
(307) 777-2837

Government of Alberta, Canada

The Government of Alberta is currently in the process of negotiating a \$500M contract with a strategic partner to install a Province-wide high-speed next generation data network interconnecting 4,700 government, hospitals, and education facilities within the 422 communities of Alberta. Gartner was contracted by the Department of Innovation and Science to provide the Province with a review and analysis of the two finalist proposals. The Gartner analysis contributed to the selection of the vendor by the Government Evaluation Committee. Following the selection of a strategic partner, Gartner was contracted to represent the Government as a Technical and Business advisor during Memorandum of Understanding and Contract negotiations. Gartner is also currently chairing the Network Architecture and Design Working Team, consisting of network design engineers from the Government, the vendor, and Gartner to assure the design and delivery of a next generation network.

Contact: Grant Chaney
Chief Technology Officer
Government of Alberta
Innovation & Technology
(780) 427-8894

City of Eugene, Oregon - Network Architecture Design

We were retained by the City to develop a citywide Network Architecture Design. After a careful review of the City's existing architecture, we developed a new design to improve network performance, stability, connectivity, and security. The new design incorporated plans for online service delivery to citizens and other emerging technological needs. Specific design recommendation components included firewall configuration, VPN solution, integration of partner agency connectivity, authentication, and other network components and issues. During this engagement, we presented a one-day workshop on e-Government and conducted a visioning session with City leaders. This engagement ended in June 2000.

Contact: Char Thompson
Network Systems Engineer
Information Services Department
City of Eugene
61 West 8th Avenue, Second Floor
Eugene, Oregon 97401
541-682-8486

Professional Fees

The professional fee for this engagement will be US \$79,336. Expenses will be billed as incurred at actual cost and will be capped at 10% of the total project budget, or US \$7,934. Gartner will submit invoices for payment as follows:

- 25% of the professional fee will be due upon completion of the Phase I (Planning and Initiation)
- 25% of the professional fee will be due upon completion of the Phase II (I-Net Review)
- 50% of the professional fee will be due upon completion of the Phase III (Report and Recommendations)

TASKS	Estimated Staffing Hours					Hours Per Task
	Vice Presidents	Tenison Director	Gilbert Director	Parikh Assoc. Director	Lesch Senior Consultant	
PHASE I - PLANNING						
1. Conduct Initial Project Workshop		8	8		12	28
2. Review Background Material		4	4		16	24
3. Review Legal Background				16		16
4. Status Reports					10	10
PHASE II - I-NET REVIEW						
1. Review I-Net Technology			16		4	20
2. Review I-Net Operations			24		4	28
3. Review I-Net Market Opportunity		24			2	26
PHASE III - RECOMMENDATIONS						
1. Alternatives Analysis	4		12	4	12	32
2. Prepare Recommendations/Report	8	8	4	4	12	36
3. Present Recommendations		8	8		12	28
Total Staffing Hours	12	52	76	24	84	248
Hourly Rate	\$441	\$356	\$356	\$302	\$239	

Proposal Validity Period

Our proposal remains valid for 90 days from the date of our submittal.

Invoices

Invoices are payable 30 days from the date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Budgetary Constraints

We recognize that many governments have budgetary constraints and we will be happy to discuss our work plan and our fees with King County to meet those constraints if possible.

Terms and Conditions

Ownership of Intellectual Property

Gartner reserves the right to reuse data and analysis of industry-related information developed or used in this engagement, in its continuing analysis of the government sector and the information technology industry. Gartner retains all title and interest to all portions of Gartner research, analysis or consulting previously copyrighted. In addition, Gartner retains all title and interest to all portions of Gartner research, analysis or consulting used in this engagement which are not specific to this engagement, subject to the terms of the applicable public records law.

License to Use

Subject to applicable public records law and payment in full of the fees specified in the proposal, Gartner grants to King County for internal purposes only a non-exclusive, worldwide, royalty-free perpetual license to use, reproduce, display, distribute copies of and prepare derivative works based on the deliverables. Subject to applicable public records law, King County shall not market, distribute, transfer, lend, sell or license the deliverables, any copies thereof or derivative works thereof. As used herein, internal purposes shall include use by third parties with whom King County consults or retains for the purpose of reviewing or implementing the recommendations contained in the deliverables.

Gartner reserves the right to reuse the nonproprietary data and any other generic information from the deliverables that are not attributable to King County and that do not include any of King County's confidential information. Gartner agrees that it shall not publish the results of the engagement in their entirety without King County's prior consent.

King County agrees not to use the Gartner name and trademarks, either express or implied, without the prior written consent of Gartner.

Confidential Information

Gartner agrees to keep confidential any information communicated by King County to Gartner that King County desires Gartner to keep confidential provided that such material is:

- (i) clearly marked confidential if provided in written form, or
- (ii) preceded by a statement that such information is confidential if provided in oral form, and such statement must be confirmed in writing.

Entire Agreement

King County may accept this proposal at any time within the Proposal Validity Period. Upon acceptance of this proposal, which shall be indicated by execution by King County of a copy of this agreement and receipt of the same by Gartner, (i) Gartner will commence performance of the services, and (ii) this proposal shall be deemed to be the contract between Gartner and King County for the services described herein and shall constitute the entire agreement between Gartner and King County with respect to these services except for current Master Client Agreements (MCAs) that have been signed between King County and Gartner.

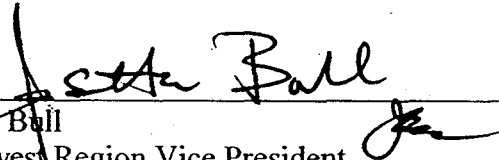
If there is a difference in the terms specified in the MCA and this proposal, the terms in this proposal shall have precedence. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this agreement. This agreement shall not be modified or changed without the express written consent of the parties.

Limitation of Liability

If Gartner, its employees or agents, fail for any reason, whether or not negligent, to fulfill the conditions as contained in this contract, King County's only remedy shall be to receive a refund of all monies paid for the project. In no event will Gartner be liable for any lost profits, special, punitive or consequential damages or damages in excess of the amounts received by Gartner under the terms of this agreement.

Authorization

SUBMITTED ON BEHALF OF GARTNER, INC.



 Josetta Bull
 Northwest Region Vice President
 Gartner Consulting
 10 May 2001

King County, Washington accepts the proposal and agrees to the terms set forth herein.

AGREED TO ON BEHALF OF King County

Signature

Date

Printed Name and Title

Purchase Order # (if required)

**Any questions regarding this proposal
should be addressed to:**

John Anthony
 Gartner
 2001 Sixth Avenue
 Suite 2200
 Seattle, Washington 98121
john.anthony@gartner.com

About Gartner

In the new connected economy, where yesterday's startup is tomorrow's industry leader, the ability to build and adapt at the speed of today's business is critical to the success of your organization. Gartner's experience, confidence and unrivaled thought leadership will help you achieve positive results—both now and in the future.

Gartner's superior understanding of both government and technology issues evolves from our comprehensive web of primary research, quantitative market analysis, end-user and vendor interaction, vendor evaluations, strategic workshops, best practice forums, proprietary tools and methodologies, and industry experience.

The combination and connection of all our resources make Gartner the most valuable partner you can find to help you meet your particular business and technology challenges. Gartner, founded in 1979 and headquartered in Stamford, Connecticut, achieved fiscal year 2000 revenues of \$858 million. Gartner's 4,300 associates, including more than 1,400 expert analysts and consultants, are in more than 80 locations worldwide.

Your Gartner, Your Guide

You can choose the type of relationship you want to have with Gartner. It is based entirely on your needs—it can be transactional, or you can partner with Gartner throughout your fiscal or project life cycle, drawing on key assets at every stage. Gartner has developed the expertise, experience and scope to create a full continuum of services.

Gartner Consulting

Our consultants will work with you to apply Gartner's strategic advice and insight into the connected world—enabling you to drive positive, long-term results for your enterprise.

We will collaborate with you to drive consensus on key strategic issues unique to your organization, manage your initiatives successfully, and help you identify and capitalize on current and future opportunities. Read more about our capabilities in the attached "Why Gartner's IT Management Consulting."

Gartner Events

As the world's largest IT conference provider and owner of TechRepublic.com, Gartner offers an unparalleled opportunity for interaction among business and IT professionals worldwide. Our in-depth research sessions, tutorials, analyst One-on-Ones, best-practices workshops, vendor demonstrations and keynote presentations are just a few of the unique opportunities to interact at Gartner-led events.

For our latest calendar of events, visit <http://www.gartner.com/events>.

Gartner EXP

EXP Club provides concise and authoritative information to CIOs and connects them to their professional peers through an unparalleled network and select events. EXP Club is designed for the CIO who has an eye on technology but is more closely focused on how IT can impact the big issues facing the business.

EXP Premier is a comprehensive, definitive resource that provides technology-minded CIOs/CTOs with exclusive analysis and reports, personalized access to Gartner research specialists, inspirational roundtables and a variety of networking events.

Gartner Measurement

Gartner offers a suite of measurement and benchmarking services that help IT and business managers make informed decisions. These services will help you quantify and qualify the value of your IT functions. They will reveal opportunities for improvement and identify areas where you compare both favorably and negatively with peers.

We will also help you develop a Performance Management program that is founded on a structured, consistent approach and methodology to evaluating the outcomes of your IT activities, practices and processes.

Gartner Research

Nothing happens in business today without IT. If you are a business or IT executive—no matter where you are, what industry you are in or what business function you perform—you undoubtedly are in need of reliable, actionable and timely advice from Gartner Research on how to use technology to improve your business.

If you are a technology or service provider, investor in a financial institution or development agency within a government, you need independent, objective advice and guidance that will help you make winning investment decisions and gain competitive advantage in the technology marketplace. Gartner Dataquest is the most uniquely qualified and best-positioned service to provide this advice—especially in the new connected economy.

Gartner Software

Gartner's TCO[®] Manager modeling tools allow you to input the actual cost, workload and service-level data pertaining to a specific area of your IT environment, compare your data to Gartner metrics, and create and explore "what if" scenarios.

We also offer a portfolio of over 30 decision models that combine a comprehensive set of evaluation criteria and objective product- and service-specific data into a software application that will help you make better, faster, more cost-effective product or service selections.

Gartner's Total Impact of Innovation (TI²) is a Web-based analysis tool that helps you quickly estimate the impact of process and technology innovations. This tool provides an objective framework for assessing the costs and benefits of potential investments.

Why Gartner's IT Management Consulting?

Gartner's IT Management consultants work with clients and their enterprises to drive long-term, positive business results from the strategic use of technology.

Strategy to Results™

Gartner Consulting professionals will work with you throughout your entire business life cycle, from Strategy to Results™, drawing upon our renowned research and subject matter expertise.

Strategize

To develop a successful business-driven IT strategy, you must consider an ever-expanding set of internal and external drivers. Gartner will help you make sense of these issues and develop consensus on a strategy that meets the objectives of your business.

Evaluate

Once you have created a strategy that meets current or impending change, Gartner Consulting will conduct a thorough assessment of your situation and guide you through the process of selecting, architecting and designing the best technology solutions, services and partnerships.

Execute

We will work with you, your implementation teams, service and technology providers, and business management in a powerful program and project management capacity to ensure that business results occur when and how they were envisioned.

Manage

A strong performance management program will help you evaluate and manage the effectiveness, efficiency and profitability of your IT initiatives. You will be able to articulate the value of your IT initiatives and organization, make the best decisions possible and tie your use of IT to business results.

Gartner Consulting capitalizes on:

- A deep understanding of the business issues of the new connected economy.
- World-class thought leadership and market insight.
- Unrivalled objectivity and credibility.
- Proven tools, methodologies and best practices.
- Global presence and scale.
- Recognized business and technology expertise.
- Gartner's comprehensive web of business leaders, technologists and clients.
- Seasoned consultants with the highest credentials.
- Premier benchmarking databases and IT measurement methodologies.

Areas of Expertise

Gartner's IT Management Consulting capability can be applied to help you excel in critical areas such as:

- **Business Management of IT.** Gartner will help you move from the creation to the implementation of an effective IT management strategy.
- **Customer Relationship Management.** We will help you optimize profitability, revenue and customer satisfaction by organizing around customer segments—fostering behavior that builds loyalty and links processes from customers to suppliers.
- **E-Business Services.** Gartner will help you develop an e-business strategy that is clearly aligned with your business objectives and will work with you to evaluate, execute and manage your initiatives—all at the speed required to succeed in the connected world.
- **Enterprise and Supply Chain Management (E&SCM).** Are you making the most effective use of your internal and external resources? We will help you avoid the perils and deliver on the promises of E&SCM.
- **Human Capital Management.** people³, a Gartner company, will work with you to develop Human Capital and organizational strategies that enable and sustain competitive advantage.
- **Knowledge Management.** Gartner will work with you to assess your current approach to the creation, capture, organization, access and use of information assets and develop a strategy for the future.
- **IT Infrastructure Management and Architecture.** Our consultants will work with you to develop infrastructure, design and technology architectures that support your business and IT strategies.
- **IT Procurement Services.** We will help you design a procurement process and make decisions that support your business objectives and technology infrastructure needs.
- **Strategic Sourcing.** Gartner will work with you to develop the right sourcing strategy, and then identify, select, form and manage partnerships with the right external service providers.
- **Telecommunications Networking.** Building business cases, developing strategies, designing networks, selecting and negotiating with the best technology and service providers, and migration and transition planning are all areas in which Gartner can help.

Comparable Work Sample

This is an excerpt from a 213 page Telecommunications Strategic Assessment we recently completed for a major name and other identifying characteristics were removed from the report. Names were replaced by "-----" in s

Fiber Assessment

Introduction

As a part of the Telecommunications Strategic Assessment, we have prepared a recommendation regarding approach for the utilization of the City's fiber and conduit assets as made available by the Telecommunications System License Agreements (attached as an Appendix D). In this regard, we compared relative to "right-of-way" routing, vault locations, proximity to City facilities, and per building entry requirements. This recommendation is based upon the consideration of existing and proposed fiber vault requirements, proximity to City underground facilities, potential points of interconnection and personnel.

To achieve our objective we worked with the City's Engineering department to obtain copies of all licenses then worked with the Geographic Information Systems (GIS) team to develop detail fiber maps of the well as high-level maps of the extended areas (attached as an Appendix E). We participated in meetings with the WAN team of ITD and other stakeholders, representing a number of the City's largest Department current and future needs. During these meetings we discussed current network architectures, alternate issues surrounding the implementation of an IP MAN architecture.

Based on the information obtained we, (1) prepared a map showing the locations of buildings, (2) compared bandwidth requirements for each building, and (3) determined the comprehensive MAN needs. physical layer 0 requirements by identifying the length of entry fiber required for each building.

The following documentation provides the results of our study.

Current Environment

As a result of provisions included in multiple Fiber Optic Communications System License Agreements ("License Agreement(s)") with Competitive Local Exchange Carriers (CLEC), the City has been granted fiber optic strands, installed along side fiber used by CLECs to provision service to customers. The Agreement provides the City an average of 12 strands of Single Mode Fiber for the City's use.

Some of the License Agreements restrict the use of the fiber for the exclusive use of the City, while others unrestricted access and utilization of the provisioned fiber. In addition, the City has also been granted conduit installed parallel to many of the fiber runs.

With over 12 CLECs licensed to construct fiber facilities within the City, providing the City with an avenue each, the City is faced with the dilemma of how to take advantage of this available bandwidth. The construction of such facilities is a disproportionately large concentration of fiber in the downtown area, CLECs built facilities to serve the high-concentration of customers within the downtown core. Outside the area, however, in the extended areas of the City, the CLECs diverged dramatically in the placement and use of fiber.

Each CLEC appears to have chosen both a different portion of the City's extended area to serve, as well as a different route for the installation of fiber. The fiber is typically routed through various business districts that the CLECs are following their network build. These business districts also house the majority of large City facilities, a result has been that the City has over 100 strands of available fiber in close proximity to the City's downtown area. In addition, plus, an average of 12 strands of fiber over 12 diverse routes in near proximity to the City's extended area.

Based on our investigation of the City's needs, we believe that there is substantial current bandwidth network. For example, in order to satisfy current needs, the City is utilizing a number of services from including the following from US West:

- 118 56kb lines
- 168 T-1 circuits
- 10 T-3 circuits
- 6 DS-3 circuits
- 6 OC-3 circuits
- 4 Transparent LAN circuits.

It should be noted that other than the 56kb lines the remaining 194 T-1 or higher speed circuits only serve 44 locations. This is due, in part, to the lack of granularity of services provided by US West. The difference between a DS-3 and a T-1 is such that the cost of on D-3 is equal to the cost of four to seven T-1's. The 1 circuit also reflects the fact the City currently has two WAN's - one used for voice and another used for data. The typical voice location utilizes at least two T-1's to interconnect the facilities LIM with the average per site use of slightly over three T-1's and upcoming LAN and PBX upgrades, one can deduct the verge of a substantial need to upgrade to DS-3 circuits.

The following spreadsheet shows specific circuit information on a site by site basis. This spreadsheet information provided to Gartner and should be validated prior to making site-specific decisions.

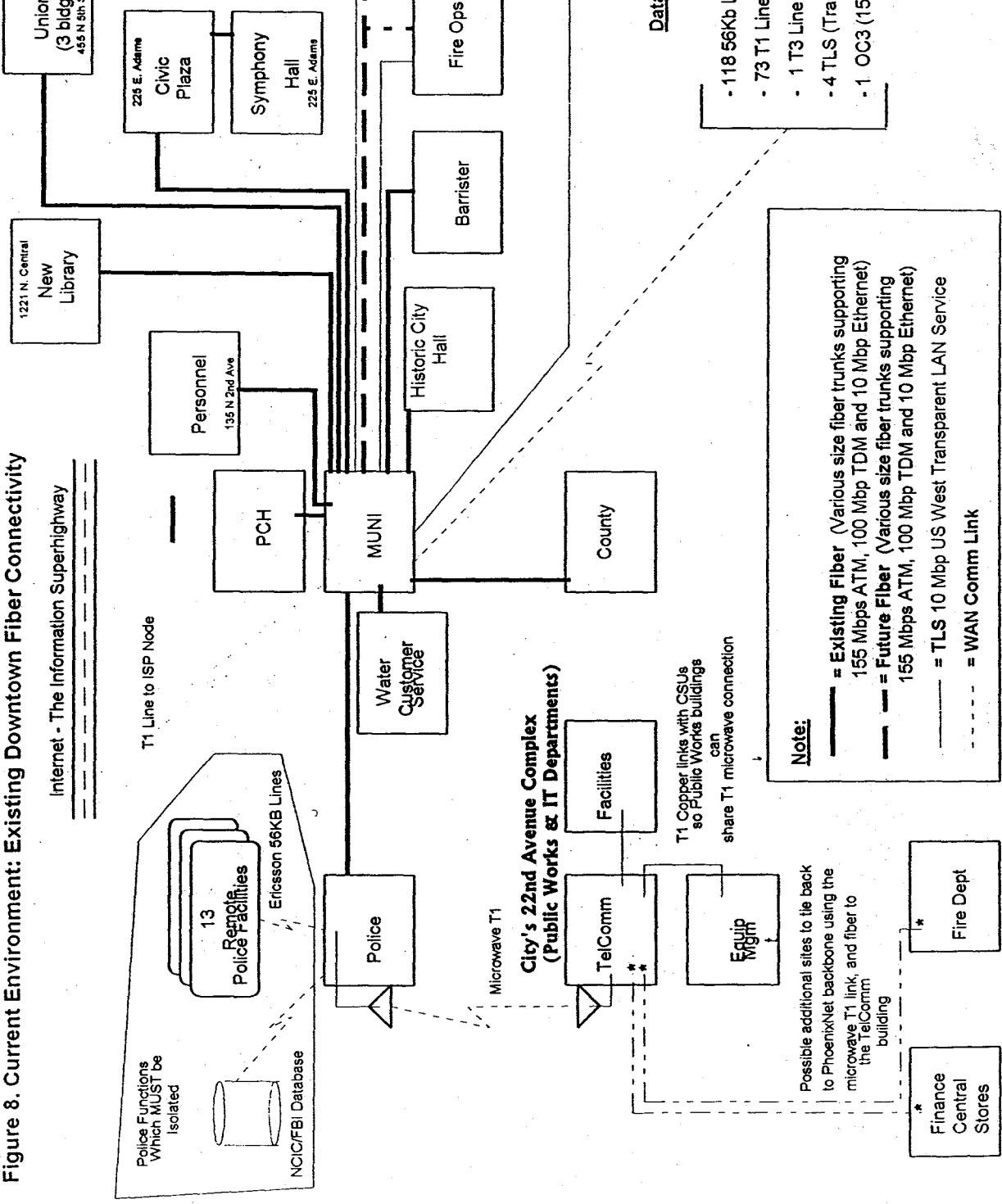
Note to King County: While the spreadsheet was completed for the client of this engagement, we have eliminated this excerpt.

Location Name	Originating Circuit Address	Terminating Circuit Address	Circuit Type	Modem Type & Speed	Controller Type, Router	Phones
---------------	-----------------------------	-----------------------------	--------------	--------------------	-------------------------	--------

Legend
Purple - Current Fiber and/or ATM circuit connection
Black - considered within fiber facility budget
Green - Non considered within fiber facility budget
Shaded - fiber costs provided

1. **Conclusion:** The City should consider the preparation of a list of locations eligible for Eligibility should be based on the data and voice requirements at the facility, the cost of the LAN and WAN equipment at the facility, the costs to deploy fiber to the facility, the cost of leasing circuits at the facility, the requirement for WAN resiliency, the public facility, and the public safety needs of departments at the facility.

Figure 8. Current Environment: Existing Downtown Fiber Connectivity



Observations

Three observations can be made from the previous drawing. First, the City has deployed a substantial amount of bandwidth during the implementation of LAN switching networks as evidenced by the joint provision of circuits over private fiber coinciding with the LAN upgrades. Secondly, failure in the entry cable, sensor and/or facilities associated with the ----- building suggests that a failure to major portions of the City network could result. The third observation is that the voice MAN network, as evidenced by its absence, resides on a separate network.

The use of point to point private fiber connections to interconnect the downtown facilities has been an effective way to meet the bandwidth needs of the downtown users given the substantial fiber assets of the City core. However, this hub and spoke architecture requires substantial amounts of fiber that, given the relative costs of the extended areas, cannot be replicated for extended area facilities. One could even assert that while the current hub and spoke design is not meeting the needs of the City as evidenced by the potential for failure and the redundant capital requirements of separate voice and data MANs.

It should also be noted that the use of a separate voice and data network has resulted in the deployment of network management systems and separate operational staff. This duplication of resource could be eliminated through the deployment of a unified MAN.

Gartner best practices suggests that the appropriate MAN solution must take into account the need to support large amounts of bandwidth to the extended areas while providing fault tolerant networking to all of the City practices would also state that the lowest Total Cost of Ownership (TCO) for a MAN would only be achieved if the City deploys a unified MAN capable of integrating voice, video, and data.

2. **Conclusion: Reflective of the pending VoIP bandwidth needs of both the core and extended areas, the City should investigate their ability to support Quality of Service, differentiated services, and additional bandwidth required for a unified MAN.**
3. **Conclusion: The City should consider investigating the practicality of converging voice and data MANs into a unified MAN.**

4. Conclusion: The City should also consider the implementation of redundant network diversified routing of entry cables to the facilities, and the installation of geographically diverse core switching platforms that could survive a failure surrounding the ----- building.

Issues for Consideration

- The current City MAN architecture results in the delivery of inequitable services between core users. Core users have access to fiber speed connectivity; Extended area users are limited to leased lines.
- An IP PBX implementation will possibly require upgrades to the LAN switching and WAN infrastructure to facilitate QoS and CoS.
- The current City WAN/MAN architecture requires duplicate resource allocation for capital equipment management.
- The City WAN/MAN bandwidth may need expansion in capacity in order to meet the needs of the architecture. Capacity planning is required.
- The City MAN architecture contains many single points of failure that can render the entire network unusable. The Single Point of Failure (SPF) will require minimization if the City is to achieve carrier level reliability in a private network.
- Considerable leased line cost savings could be achieved if the City were to institute a private IP network. Savings will be offset by the capital cost to establish the network. Site by site leased/capital cost savings must be made to determine facilities eligible for facilities based interconnection.

Prior to making a recommendation on architecture, we would like to review two new technologies appropriate for the City - Gigabit Ethernet and Optical Metropolitan Area Network equipment.

Technological Considerations

10 Gigabit Ethernet Backgrounder

Ethernet has long been thought of as a LAN-only technology. As originally defined, it had stringent and unpredictable performance, and did not scale well for time-dependent and mission-critical applications. Ethernet specifications clearly did not fit the criteria for a robust WAN and carrier technology. However, technology is Ethernet in name only, and the refinement of the Ethernet specifications (along with enhancements to IP) make it applicable over a much broader range of applications.

The applications for 10GbE range from the obvious extension to the LAN environment to MAN and WAN. LAN, 10GbE will be used primarily as a switch-to-switch link in large backbone networks. It will also play an aggregator between workgroup switches where Gigabit Ethernet is justified at the desktop.

The more interesting applications are for new WAN services. The 10Gb standard is being defined physical interfaces - one running at exactly 10 Gbps, the other at 9.952 Gbps (OC-192) to allow Ethernet to the WAN. These options will allow two types of Ethernet-based carrier services. The first will be MAN at native Ethernet speeds, constructed with a mesh of high-speed Layer 3 switches. The second offering is based with rate adoption to OC-192 speeds. By using SONET framing and existing DWDM capabilities, limitations of standard Ethernet links are eliminated. These offerings will dramatically shift the price/performance of WAN services. New Ethernet-based services are already offering a 2.5 to 10 times increase in price/performance. By 2002, Ethernet-based services will offer up to 100 times improvement over traditional WAN offerings (0.5 to 1.0 times improvement).

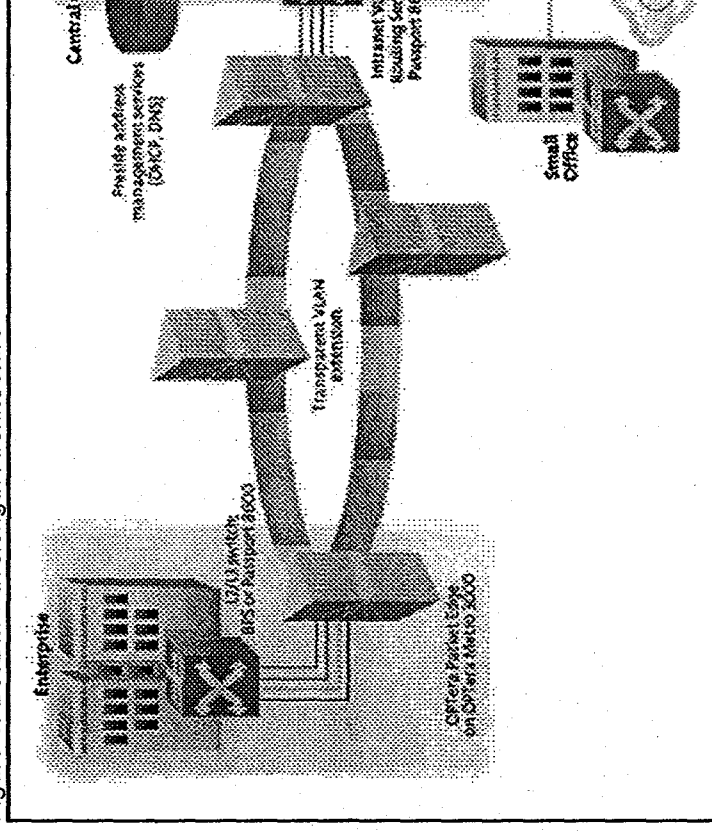
Work is under way for a 10GbE standard. The 802.3ae Committee was formed in January 2000 at the request of an IEEE study group that examined the feasibility of extending the Ethernet standard. The 10GbE standard will be completed by 1H02, although pre-standard products will start appearing on the market by 2H00 (Cisco's 10GbE). We expect that as the standard nears completion, prices will reflect the typical incremental costs of previous Ethernet. This should allow the first multi-mode 10GbE ports to cost approximately \$3,000 to \$6,000. Pricing for 10GbE should be in the \$15,000 to \$20,000 range.

Key for WAN services are the significant savings over traditional solutions. By directly coupling new IP with a more-robust optical core, service providers are able to eliminate SONET aggregation and then gives greenfield operators up to 10 times cost savings over traditional carrier infrastructures. Another startup activity in this market. While there are a couple of pure Ethernet plays, the majority of the activity is optical/Ethernet integration and using Ethernet for last-mile technologies (see Note 1).

In addition, we are now seeing both new and established service providers making major investment in services.

Optical technologies represent a more dramatic shift in the public network. Optical networking was once thought of solely as carrier backbone infrastructure to handle increasing traffic loads. However, optical technologies are moving rapidly toward network access applications and will soon directly impact the enterprise network. Optical vendors (see Lightreading's Top Ten Optical Stocks for 2001) are rounding out their solutions to provide a more comprehensive end-to-end optical solution. The increasing reach of new optical networks will reduce the cost of deployment for high-speed services. New products are providing for a tighter integration of data networking technologies commonly found in the LAN environment and the optical transport network. This will enable high-value (and high-speed) LAN-based services across the WAN, eliminating many of the conversions and layers required in today's end-to-end network.

Figure 9. DWDM wavelength Architecture



Courtesy, Nortel

Fueled by adoption rates of Gigabit Ethernet, bandwidth throwing with appropriate application prioritization, mainstream design principle. This approach will now be applied in the MAN and WAN where direct optical interfaces will be available. Recent announcements of low-cost Gigabit Ethernet interfaces to the optical core will result in native LAN interfaces to the WAN, with access prices for 100/1,000 Mbps dropping to levels comparable to access prices. By 2002, Gigabit Ethernet WAN access will be available for \$1,000 per month (0.7 percent of revenue). A wave of services will be point-to-point MAN services; however, we expect ISPs to integrate IP routing services such as VPN into a new IP-enhanced optical cloud that will expand to the WAN. Over time, optical and IP switching will occur in the core of the public network. Also on the horizon is the convergence of 10-Gigabit Ethernet and OC-192, furthering the integration of LAN technologies into the WAN.

Figure x. Lightreading's top 10 private optical companies

- 1 Tellium
- 2 Agility
- 3 Ellacova
- 4 Lightwave Microsystems
- 5 Caspian Networks
- 6 Callient Networks
- 7 Cogent
- 8 Luminous Networks
- 9 Jasmine
- 10 ONM

Courtesy Lightreading (<http://www.lightreading.com/>)

Figure x. Lightreading's Top Ten Optical Companies 2001

Rank	Company Name
1	Avanex
2	OCPI
3	Xilinx
4	New Focus
5	Ciena
6	Osicom
7	Sycamore
8	JDSU
9	Sollectron
10	Juniper

Courtesy Lightreading (<http://www.lightreading.com/>)

Optical Man Background

So why is DWDM the solution for the City' MAN?

Wave-division multiplexing (WDM) transmits multiple optical signals (or channels) on a single optical fiber. DWDM describes systems supporting a large number of channels. Deployments of 40-channels are common. Lucent Technologies has announced optical transmission equipment for 80 channels at 5 Gbps.

In addition to providing raw bandwidth, DWDM systems are protocol independent. Multiple wavelengths support a range of services in their native protocols - IP, ATM, Gigabit Ethernet, 10-Gigabit Ethernet, FDDI, ESCO.

Figure 10. DWDM wavelength allocation using the Nortel OpTera Metro 5200

Note to King County: Graphic deleted from excerpt.

Findings

Optical MAN

In order to support unplanned traffic demands, bandwidth scalability and agility will be required. For example, it will not be unusual for many Departments to have broadband requirements crisscrossing through supporting storage networks, video, and inter-router/switch routes.

The City today has adopted ATM as the transport protocol for high-speed network connections. ATM method for engineering IP traffic by establishing Virtual Paths between the routers. ATM also includes features and allows the City to optimize the sharing of bandwidth through the recognition of differentiated traffic engineering. The features of ATM have served the City well as the City's requirements have only increased of OC-3 connectivity between locations. Now however, the bandwidth need should increase as the City has added VoIP, Video over IP, a new Technology Center, redundancy within the network, and the increased need for data. As the data network core continues to scale traffic between pairs of ATM switches will soon reach single gigabit the effective equivalent of an optical wavelength on many optical platforms. As a result the benefits of path granularity, including QoS become irrelevant in the optical core where the appropriate switching optical wavelength. In addition, the capability of Private Network to Network (PNNI) connection restoration speeds can approach tens of minutes in the event of a link failure as the protocol reroutes each virtual path believes that at OC-48, we believe we are now seeing the effective top-end for ATM technology.

Recent advancements in IP technology such as Gigabit-Ethernet, 10Gigabit Ethernet, MPLS, DiffServ bandwidth and traffic engineering of ATM at a packet level of granularity within the IP layer. In addition restoration time of 50msec provides the level of resiliency traditionally provided only by SONET equipment together, IP over DWDM optics allows the deployment of IP uniformly within the LAN and MAN while providing the benefits of an ATM/SONET architecture, at substantially less cost.

One of the unique benefits that an IP over optics (Gigabit Ethernet/ DWDM) solution provides, as compared to SONET, is the ability to mix and match network architectures. DWDM allows the deployment of just one architecture; single and dual hub, mesh or a combination of the two, point to point, protected ring, point to

This type of flexibility allows the City to deploy the architecture that best leverages the layer infrastructure deployed within the City.

Examination of the City's fiber infrastructure reveals the two distinctly different infrastructure topologies core the City has over 100 strands of fiber available. This fiber is located within the corridors interconnecting major buildings. The fiber was installed by CLECs who all wanted access to the downtown area potential customers. Outside of the downtown core, in the extended areas, the City has up to a dozen core with an average of 12 strands of fiber in each route. This fiber was installed by CLECs who targeted the City.

Based on these two types of topologies the City should consider an Optical MAN solution that best meets requirements of the downtown area with the multiple ring topology that best suits the needs of the City. Specifically, a dual hub architecture in the downtown core and multiple protected ring architecture in the extended areas.

5. Conclusion: Consider the creation of a switched dual hub Gigabit Ethernet Core in the Downtown Metropolitan Area

As the following map visually indicates, the downtown area of the City has more than enough fiber (optical corridors) to allow the interconnection of all downtown buildings in a dual hub meshed MAN architecture. Gartner recommends the City consider migration to a switched dual-hub Gigabit Ethernet architecture. Migration could be accomplished through the addition of Gigabit Ethernet card in the Cisco 6509 current architecture of the downtown buildings. The current building and Technology building may both require a core providing switching capacity for both the 140G of bandwidth delivered by connections within the downtown for an equal amount of bandwidth delivered from the DWDM rings in the extended area. To meet these needs should give consideration to products equivalent to the Cisco 12410/16 switch within the core. Other than the City may consider Foundry switches and Juniper routers.

The meshed switched Gigabit Ethernet architecture will provide the City with high-speed resilient connections less than the deployment of either a ring DWDM or ring SONET architecture. This architecture is comparatively inexpensive upgrades in bandwidth to 10G* Ethernet as the technology becomes available needs dictate. Based on dual 10G connections to the 14 downtown buildings, the aggregate bandwidth

available in the downtown area will be 280G. As needs mature, the City can add a meshed DW
downtown core providing even greater amounts of
bandwidth.

As outlined in the following two slides, each location will
have a dual-feed divergent route Gigabit Ethernet
backbone connection to both the Technology and -----
Building. A Gigabit Ethernet switch containing LAN
switching ports, such as the Cisco 6509 currently used in
many City facilities, will be installed within each building. The GE switch will also provide an interface
gateway integrated into buildings' PBX for the convergence of telephony on the MAN connection.

Gartner Strategic Planning Assumption - T
standard is expected to be complete by 1H02, although
products started appearing on the market by 2

The following graphic portrays the City owned fiber deployed by various CLEC's within the downtown area

Figure 11. Downtown fiber routes

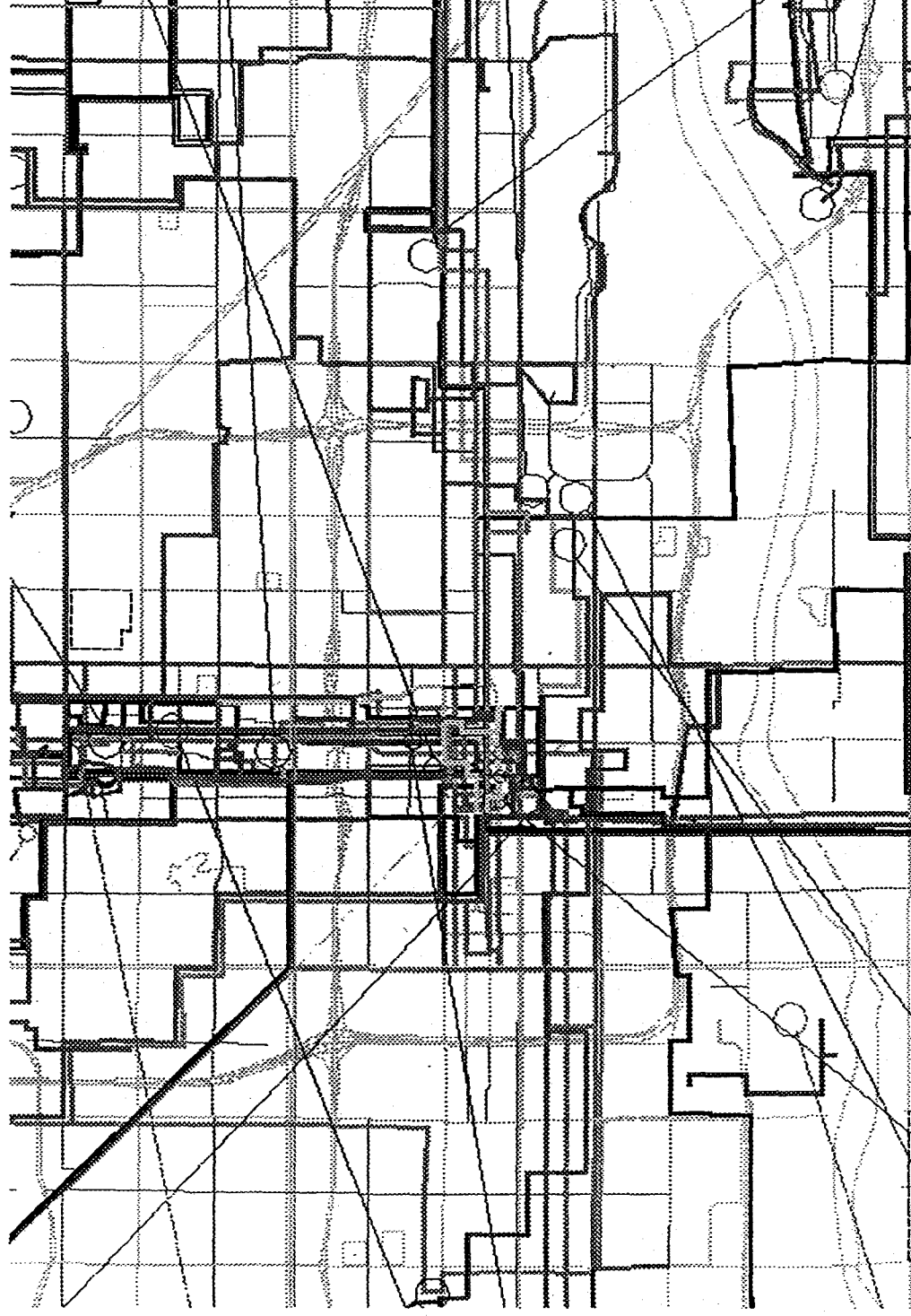


Figure 12. Dual Hub Switched Gigabit Ethernet Architecture

Note to King County: The graphic was excluded from the excerpt.

Provide a Dense Wave Division Multiplexing network from the core to the extended area

Outside of the downtown area the City has limited amounts of fiber available for the MAN. Based on a Engineering diagrams, the City's extended area infrastructure typically consists of 12 strands in routes. As a result, the available fiber will need to be optimized to provide adequate bandwidth for a substantial number of buildings on a minimum amount of fiber.

- 6. Conclusion: The City should give consideration to the creation of a protected Ethernet/DWDM network within the Extended Area. The DWDM drops could be provided at an initial 1G of bandwidth with the potential to upgrade to 10G of bandwidth as required.**

The ring and Optical Add and Drop Multiplexer (OADM) capabilities of DWDM deliver two distinct components for the City. First, OADM allows multiple remote sites on as little as a single pair of fibers, allowing nodes to be added and dropped at each node on the ring. Wavelengths that do not terminate at a particular node are dropped through to the next node. In effect, bandwidth can be dropped off to each building as required and bandwidth made available to the remaining locations on the ring.

Second, the ring architecture ensures network survivability by protecting services at the optical layer. In systems, the City can enable standard 50-millisecond protection switching on a per wavelength basis. Layer survivability by routing signals around fiber failures. The City can choose which wavelengths are protected and which should run unprotected. This capability far exceeds the survivability offered in ATM networks and the survivability of SONET networks.

Figure 13. Proposed Downtown Switching Architecture

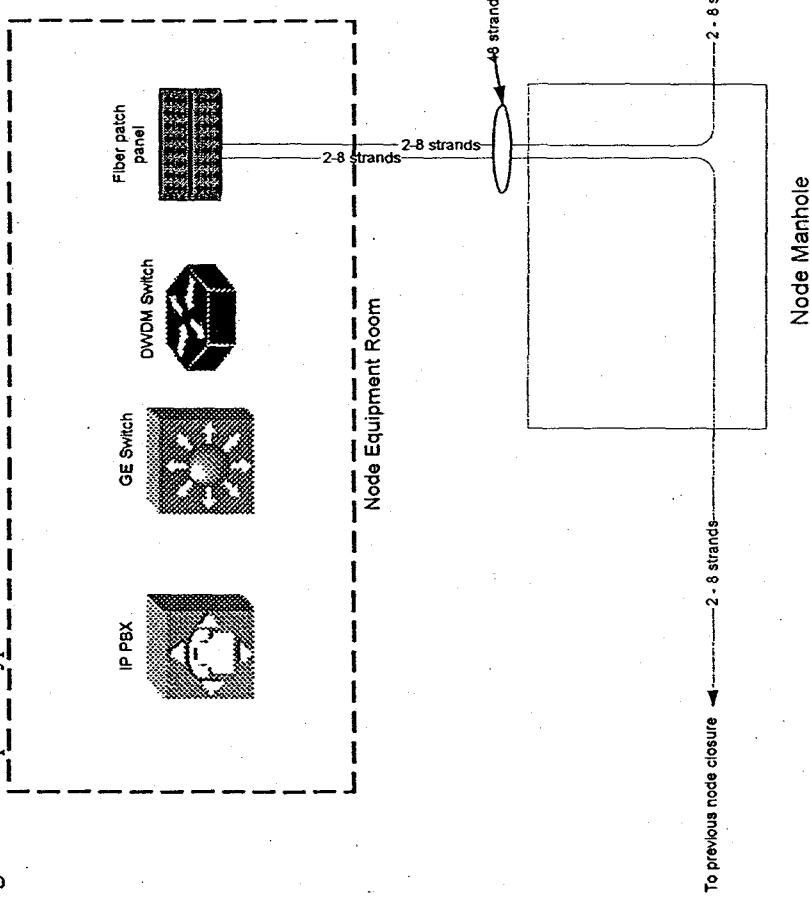
Note to King County: The graphic was excluded from the excerpt.

Typical Fiber Building Entry Recommendation

Typical fiber entrance facilities should be constructed as outlined in the following diagram. A manhole should be installed directly on top of the existing physical fiber plant as close to the point of building entry as possible. Cables should be installed between the building entry and the manhole. A 12 to 48 strand single mode fiber should be installed within the conduit. One side of the SMF should terminate directly on a 48-port (SC connect) within the building (the patch panel

must be within 200 ft. of the building entry). The other end of the entry fiber should be spliced to the backbone fiber by splicing two to eight strands, depending on DWDM equipment requirements, with the fiber connected to the preceding building and two to eight strands spliced to the proceeding building. If possible, the fiber patch panel should be collocated within the Minimum Point of Entry for the facility - typically adjacent to the D-Mark for network services.

Figure 14. Proposed Typical Fiber Termination



* Verify with local codes.

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Fiber Facilities Budget

At the physical layer the City needs to budget for entry facilities for each building. The costs for entry facilities are broken down into a fixed cost for a man-hole containing a splice case and the variable costs (as a function of the number of fiber, conduit, and street/sidewalk cut and fill. Based on available information the costs associated with fiber to the City's buildings are outlined on the following spreadsheet.

The spreadsheet provided on the following page shows the cost of installing the fiber given the following information used for estimations were provided by the City of Phoenix, Engineering Department):

Trench, furnish and install 4" conduit:	\$30/ linear foot
Remove and replace asphalt and concrete:	\$2.50/ linear foot
Furnish and install 48 strand Single Mode Fiber:	\$3.50/ linear foot
Furnish and install 36" manhole:	\$3,000
Typical building entry cost for 100' entry cable	\$6,600

These costs are in addition to the costs identified in the outsourcing section of the Telecommunications Report.

Facilities Cost per Building

Location	Address	Total Working Ports	Existing Fiber	Distance to Closest Fiber (ft)	Trench, Furnish, & Install Conduit (\$30/ft)	Remove & Replace AC (\$2.50/ft)	Furnish & Install 48" SFMO (\$3.50/ft)
----------	---------	---------------------	----------------	--------------------------------	--	---------------------------------	--

Note to King County: While completed for the client, this table has been blanked for this excerpt.

Implementation Timing

At a macro level, the most advantageous time to install an integrated MAN network is concurrent with the installation of the City's new PBX network. This will allow the City to leverage voice network investments (Quality of Service enabled routers and switches) into the creation of an integrated MAN network.

In order to complete a concurrent voice and MAN upgrade the City will need to perform all hard-construction and one facilities, such as the installation of man-holes, conduit, and entry fiber, prior to the deployment of the network.

At a tactical level, the implementation of the downtown switched GB Ethernet core can begin immediately in place to interconnect all major facilities to the ----- Building. Spare fiber for these locations can be installed in a new GB network parallel to the existing ATM network. Gartner recommends the City use the CLEC provided diverse entry facility interconnecting downtown buildings with the new Technology Building. The City should use existing fiber facilities with the diversely routed CLEC provided fiber would provide the City with a highly diverse layer.

The implementation timing for extended areas is a function of the need for bandwidth and the timing of the fiber ring in a corridor adjacent to the facility. Unfortunately, the City Engineering Department was not able to advise the City with a fiber build schedule so we are not able to advise the City with regards to specific timing for buildings. But we are able to provide on the following page a list of buildings prioritized on the size of telephony load.

As a next step, Gartner recommends the City cross-reference the building list with specific network build dates to determine exact dates of implementation.

Strategic Recommendations

7. The deployment of the new City voice network will introduce a requirement for potential additional bandwidth and reach. The City could continue to expand and extend the data networks independently, or integrate the data and voice WAN/MANs and upgrade single MAN infrastructure. We recommend the City consider the deployment of a core network.
8. We recommend the City initiate bandwidth utilization studies to determine the capacity available on existing WAN network segments. Concurrently, the City should evaluate the need for additional equipment to determine which LAN and WAN equipment is capable of supporting the Class of Service and Quality of Service features. The City should then determine, based on the results of the studies, the equipment and bandwidth requirements.
9. Following the establishment of requirements, we recommend the City consider architecting a unified IP protocol Metropolitan Area Network capable of meeting the requirements. The architecture should include the following elements:
 - Diverse-routed dual-meshed switched Gigabit Ethernet architecture for the core network area
 - Dual-ring Optical MAN technology within the extended areas. The MAN should be designed to provide an average of 1 Gigabit Ethernet to each facility on the rings.
 - Inclusion of network management tools capable of providing integrated network management.
 - We recommend the City use the architecture standard for inclusion in an Engineering, Furnishing, and Installing with options to operate and maintain an integrated voice and MAN network.

Next Steps

10. The City should perform a through needs analysis of all of the individual departments of the fiber network. The needs analysis should include a bandwidth demand estimate for the next 5 years.
11. In parallel, the City should prepare a detailed inventory of the existing and proposed fiber maps should be developed identifying the fiber runs, the amount of fiber per run, the fiber is to be installed. Specific attention should be placed on proposed fiber. A financial hardship study of many CLECs the City may want to discount the probability of proposed fiber construction projects.
12. For those buildings determined to be economically viable for fiber facilities deployment should immediately begin the installation of fiber facilities. These entry facilities should be installed in the existing buildings with both the new Technology Building and the ----- Building routing.
13. The City should also immediately install alternate path facilities interconnecting the Technology Building with the ----- Building
14. The City should initiate fiber interconnection with the two Carrier Hotels located at ----- should be performed regarding the cost savings available by bypassing Qwest for long distance service. These two locations may also be used for MAN interconnection facilities that are determined to be best served by a CLEC.
15. The City should initiate planning investigating the requirements associated with a transition from current ATM MAN in the downtown area to a GB Ethernet MAN
16. Based on the needs analysis and the asset inventory the City should prepare a high level RFP for issue as an RFP to both equipment providers/operators as well as potential service providers. The RFP should invite the submission of EFI proposals, outsourcing proposals and partnerships.

17. Based on the outcome of the proposal the City may decide to begin construction on extended areas prior to award.

Telecommunications Strategic Assessment

Financial

Financial Analysis

Section Summary

Several options, other than the procurement and management of the PBX network and MAN, are available. The City may choose to either outsource the entire network and pay on a per user basis, or enter into a CLEC to do a joint build with a resale of excess capacity.

This financial analysis section contrasts the alternatives of procurement and outsourcing.

Outsourcing Alternative

An outsource of the entire network is typically contracted on the basis of the number of end-users, number of PC's at each location, and the Service Level Agreement terms included in the contract. As seen, contracts range from \$35 - \$85 dollars per PC based on the size, term, and responsibilities of the contract. The Outsourcing Section of the Gartner Telecommunications Report we provided estimates of the total cost of outsourcing the MAN as a part of a larger telecommunications outsource contract. Another alternative observed is the establishment of a strategic partnership with a CLEC.

Rather than build the network, the City may find a CLEC willing to build the network and partner with the City to provide spare network capacity. In this scenario the CLEC would co-fund the equipment build, manage the network, and provide services to other end-users. The City would benefit from a reduced construction cost as well as shared sales of services. Gartner highly recommends consultation with the Finance and Legal Departments in initiating discussions with potential partners.

Outsourcing Estimates: Voice Network Only

Charge to City for Baseline Services	Estimated \$/Unit	Estimated No. of lines	Year 1	Totals
Single-line				
Telephones	\$35.00 to \$50.00	7,080	\$2,973,600 to \$4,248,000	\$20,815,200
Multi-line				
Telephones	\$45.00 to \$60.00	10,620	\$5,734,800 to \$7,646,400	\$40,143,600
Fax/Modem/				
Miscellaneous Analog	\$37.00 to \$52.00	2,794	\$1,240,536 to \$1,743,456	\$8,683,752
Subtotal		20,494	\$9,948,936 to \$13,637,856	\$69,642,552

Outsource Estimates include:

- Capital equipment Investment
- Technology Refresh
- Credit for City Assets
- Maintenance & Labor Expense
- Network Services
- Operational Overhead and Costs

Outsourcing Estimates: Voice Network and Metropolitan Area Network

Charge to City for Baseline Services	Estimated S/Unit	Estimated No. of lines	Year 1	Total
Single-line				
Telephones	\$50.00 to \$65.00	7,080	\$4,248,000 to \$5,522,400	\$29,736,000
Multi-line				
Telephones	\$60.00 to \$75.00	10,620	\$7,646,400 to \$9,558,000	\$53,524,800
Fax/Modem/				
Miscellaneous Analog	\$52.00 to \$67.00	2,794	\$1,743,456 to \$2,246,376	\$12,204,192
Subtotal		20,494	\$13,637,856 to \$17,326,776	\$95,464,992

Outsource Estimates include:

- Capital equipment Investment
- Technology Refresh
- Credit for City Assets
- Maintenance & Labor Expense
- Network Services
- Operational Overhead and Costs

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Entire contents
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PBX Purchase Estimates

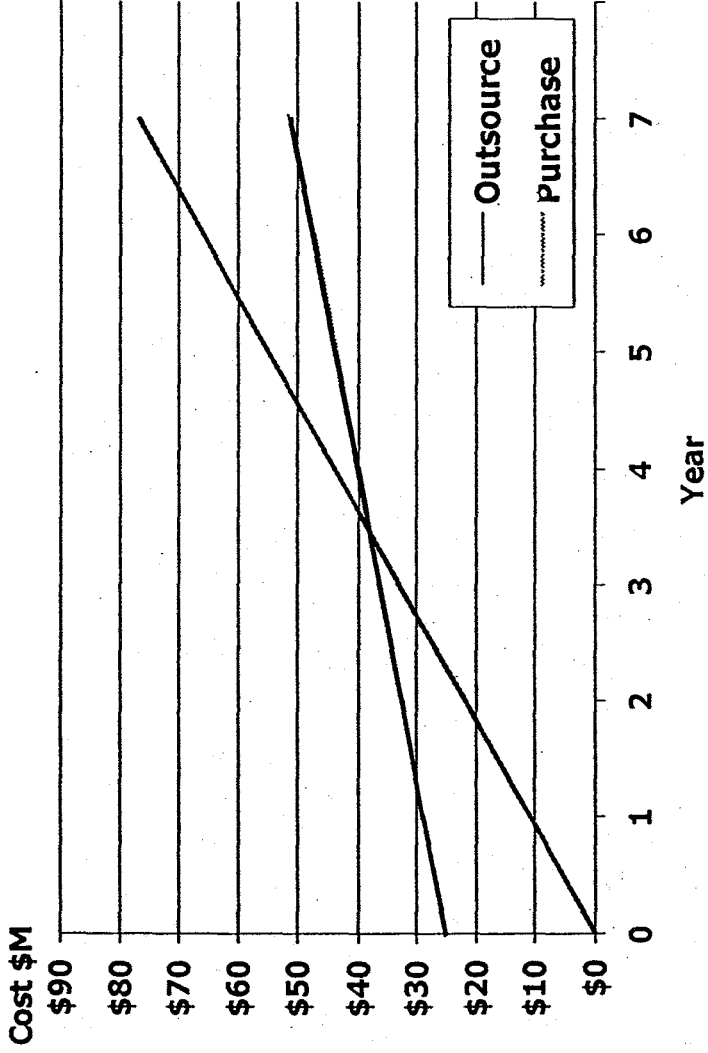
Components	Est. \$/Unit	Number of lines	Year 1	
Digital Telephones/Ports	\$700 - \$1000	17,700		\$12,400,000 - \$17,700,000
Fax/Modem/Analog Ports	\$400 - \$650	2,794		\$1,200,000 - \$1,800,000
Annual Equipment Expenditures	\$600 - \$800	1,200		\$720,000 - \$960,000
Networking and Support Upgrades				\$2,200,000 - \$3,000,000
Total Capital Investment				\$15,800,000 - \$22,500,000
Annual Operations/Maintenance Cost			\$2,000,000 - \$2,700,000	\$2,000,000 - \$2,700,000
Annual Cost of Ownership				\$17,800,000 - \$25,200,000

Assumptions

- ACD/IVR/CTI/Wireless Systems included in Per Line Cost
- Network and Support includes SONET, Power, and UPS Equipment
- Operations and Maintenance Cost based on recommended support levels
- Annual Equipment Expenditures calculated at 6% line growth rate

Source: Gartner Consulting State and Local Government, 2000
 Estimates based on sampling of actual vendor proposals for similar systems.

Payback Analysis



Note: Based on Voice Network Outsourcing Estimated Cost v. PBX Purchase Estimated Cost at recommended service levels



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May 23, 2001

Ms. Denise Passinetti, Chief of Staff
Councilmember David Irons
Metropolitan King County Council
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

Re: I-Net Marketing Study

Dear Ms. Passinetti:

Gartner is pleased to submit this addendum to our proposal dated May 10, 2001, to assist the King County Council in conducting a market profile study covering the potential usage of services provided by the County's I-Net initiative. We have constructed this addendum to provide additional details regarding the Market profile study phase of our original proposal.

This document includes a description of the work to be accomplished, along with the planned market profile study schedule and professional fees required to successfully conduct this phase of the assessment effort. We believe that Gartner is well qualified to assist the Council in this important market research effort and we assure you that we are fully committed to its successful completion.

Please contact me at +1-916-921-3119 or via e-mail at josetta.bull@gartner.com if you have any questions about this addendum.

Thank you for your consideration of this additional material. We welcome the opportunity of working with you on this important project.

Sincerely,

Josetta Bull, Vice President
Gartner Consulting

cc: Leon Chickering, Gartner

Attachment

Gartner

An Addendum for King County Council

I-Net Assessment Project: Market Profile Study



May 23, 2001

Engagement: #220086080

Gartner Consulting

220086080Inet Marketing Profile Final v3
2151 River Plaza Drive, Sacramento, CA 95833
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Overview and Understanding

King County (the County) is seeking assistance with an assessment of the operation of the County's Institutional Network (I-Net). This analysis is intended to take into account the following factors:

- Needs of the County;
- Needs of I-Net stakeholders;
- Needs of I-Net prospective customers;
- I-Net capabilities;
- I-Net revenue potential; and,
- Impacts associated with potential alternatives.

To help ensure that the County makes informed decisions regarding the future of the I-Net, it is important to have comprehensive, objective information about a number of key questions:

- What planning, if any, are the system's target clients doing to integrate the system into their own programs?
- Which potential I-Net services are potential clients are prepared to utilize?
- How much are potential clients willing to pay for these services?

In this addendum to its original I-Net Assessment Project proposal, Gartner provides additional details regarding the market profile study that would be designed and carried out to obtain answers to the above questions.

Objectives

The objectives of the market profile study effort, as we understand them, are to:

- Develop an understanding of the services that could be utilized by I-Net's potential user base
- Identify existing target markets and customers for I-Net's services
- Identify emerging market opportunities that may impact I-Net usage
- Isolate any barriers that prevent potential users from taking advantage of I-Net services
- Develop an understanding of the price sensitivity of potential I-Net customers

Using the results of this market research project, the County and I-Net management will gain a better understanding of its potential customer markets as well as the best means to manage relationships with that audience. This understanding will enable the County to make better, more informed decisions related to the future development of the I-Net system.

Gartner Value

The market profile study will leverage proven Gartner expertise in market research and consulting. The Gartner approach is composed of the following elements:

- **Experience.** Our consultants are seasoned market research and strategic planning professionals who have a great deal of experience in managing all aspects of this type of engagement.
- **Knowledge.** Gartner provides detailed understanding of the market demands facing I-Net and public sector agencies in general.
- **Objectivity.** Gartner is totally objective in its analyses and recommendations. We base our recommendations solely on the needs of the client, as we have no “downstream” commitments to any one vendor or technology solution.
- **Research.** The broad industry coverage provided by our analysts and contained in our research databases is unparalleled. We use this information heavily in all consulting projects.
- **Consensus.** Gartner has a structured consulting methodology based on building consensus within an organization (where this is appropriate) through mechanisms that directly include your personnel.
- **Speed.** The use of our research base coupled with our knowledgeable consultants enables us to complete projects quickly and efficiently.

Approach and Methodology

Statement of Work

Gartner recommends a three-step process to achieve the Council's objectives for this market profile study phase of the assessment project. The sequencing of these steps is designed to provide the County with market research information that enhances the County's decision-making process. The specific steps of our approach include:

- A kick-off meeting and initial market profile study workshop, facilitated by the Gartner project team, that would include key members of the Council staff and I-Net management. This session, discussed in more detail below, will provide an opportunity to verify logistics of the engagement, but more importantly, serve as a forum for detailed exploration of the engagement objectives and potential strategies that the County may wish to deploy as a result of the effort. This kick-off and workshop would be carried out in conjunction with the overall assessment project kick-off and focus group described in our original proposal.
- A market profile study to provide the County with a view of potential I-Net usage patterns and priorities among the target population. This raw material will be useful as a context against which to evaluate potential desirability of modified delivery strategies and structure of service content.

- A second market profile study workshop with the Council and I-Net management to review findings from the market profile study and strategize on potential new delivery mechanisms and content forms that may better meet the needs of the target users.

Step 1: Kick-Off Meeting and Assessment Workshop

The first phase involves a two-hour project kick-off meeting followed by a four-hour market profile study workshop at the Council's offices in Seattle. These initiation activities will be part of and scheduled in conjunction with the overall assessment project initiation activities.

The market profile study kick-off meeting will review the planned approach, reporting requirements, and other necessary operational logistics. Key Council and I-Net project staff will participate in the kick-off meeting and workshop, which will be facilitated by Gartner. The agenda for the kick-off meeting includes the following topic areas:

- Review scope and approach to identify whether any modifications need to be made
- Review the basic research approach; core methodologies; and anticipated outcomes
- Clearly define research objectives
- Confirm status reporting approach and schedule status meetings
- Confirm study deliverables and schedule

Following the kick-off meeting, we will facilitate a market profile study workshop designed to discuss I-Net's existing market plans or strategies, associated strengths and weaknesses, and specify desired outcomes of this phase of the assessment project. This facilitated workshop will include key Council and I-Net personnel and the Gartner team. The outcome of the workshop includes a refined research objective, confirmation or amendment of the study scope, and assignments for follow-up. The Council should identify key management and operational staff to attend the meeting and provide guidance around how internal resources can be leveraged in this process. Prior to the kick-off meeting and workshop, Gartner will review key background documents such as service definitions and pricing structures associated with I-Net.

Council Responsibility:

- Provide facilities for the kick-off meeting and workshop
- Schedule the participants
- Provide background documentation for Gartner review prior to the workshop

Gartner Responsibility:

- Provide kick-off meeting agenda
- Provide workshop agenda and materials

Step 2: Market Profile Study

The objective of this step is to develop a detailed picture of the potential usage of the networking services to be offered by I-Net in terms of potential usage patterns and applications. Prior to

conducting the survey, we would conduct 3-5 interviews with I-Net management to discuss the existing vision for planned services and subscription rates. Survey data will be gathered either via an on-line survey or over the phone with results presented back to the Council. (See additional language in Phase 1.) Specifics include:

Target participant. We assume that it will be necessary to qualify participants as key representatives of organizations that could potentially use I-Net services on a regular basis. These individuals would represent the following types of I-Net customers:

- Public education districts (e.g. K-12, community colleges, universities, vocational-technical)
- Municipalities within King County
- County Departments and Agencies (e.g. parks, jails, hospitals, tax advisor, public works, community centers, etc.)
- Libraries
- Other public or quasi-public entities within the County

Sample size. Our understanding is that there are roughly 85 primary agencies in the County that could use I-Net on a regular basis, spread over approximately 300 locations. We have budgeted to complete 100 surveys within this population. This sample size will allow analysis at the aggregate level as opposed to looking for granular detail “by type” of customer. If the Council prefers to see data specific to different types of potential I-Net customers we would need to increase the sample size and the scope of the profile.

Phone versus online methodology. Based on Council preference, Gartner will conduct either: a) an on-line survey to collect data from a population drawn from a list of IT and business decision-makers within each agency, or b) gather the data over the phone. Issues that we will need to consider prior to finalizing this decision include evaluation of the Council’s lists of interested or potential I-Net customers to determine the number of email addresses available as well as the potential qualification of the named respondents relative to the screening criteria. In addition, we will need to determine the number of potential respondents within each of the segments noted above relative to email, qualified named respondent, etc. We need to be sure we are sending the surveys to the correct people (thus avoiding winding up with misleading data or a high rate of non-response).

Lists. We assume that the County will be able to provide lists of at least 75-80 percent of the target organizations and key individuals as well as their e-mail addresses in order to enable the on-line effort. If e-mail addresses are not available per our discussion above, we will implement the survey over the telephone.

Questionnaire. Using the on-line method, we will post an on-line survey that will take about 15 minutes to complete. Gartner will take responsibility for programming and testing the survey prior to deployment; Council and I-Net staff will have the opportunity to review the questionnaire before it “goes live” as well. Specific content of the survey will be derived from our initial conversations at the kick-off meeting/workshop and will be developed collaboratively with Council staff. If completed over the phone, we anticipate a 15-20 minute survey with two open-end responses.

Analysis. Once data collection is complete we will analyze survey results and prepare a presentation of the initial results for review with the Council during the Step 3 workshop. Our analysis will include: a) identification of potential user preferences related to I-Net's products and services; b) desires for future products and services; c) identification of potential target markets that I-Net may not have considered, and d) a discussion of barriers as to why certain potential users may not wish to use the services. We will conduct the analysis using a combination of quantitative and qualitative methods.

Council Responsibility:

- Provide documentation on planned I-Net services and pricing
- Provide list of target respondents, including e-mail addresses or telephone numbers
- Review and approve survey questionnaire
- Distribute a "reminder notice" to non-respondents

Gartner Responsibility:

- Develop survey questionnaire
- Administer on-line survey or phone based study
- Analyze results to develop findings for Assessment Project

Step 3: Marketing Strategies

Following the market profiling research conducted in Step 2, Gartner will identify "straw" networking products and services as well as marketing strategies that might better serve potential I-Net users and reach future untapped users. After we identify these "straw" products, we will work with Council and I-Net staff in a workshop setting, during which these potential products and strategies for future I-Net marketing efforts will be reviewed and further developed. The workshop will educate participants about the market profile study conducted in Step 2 and associated key findings. Based on these findings, workshop participants will collaboratively develop 3 or 4 hypothetical scenarios for disseminating information and services to I-Net's potential customers. Participants will develop hypothetical scenarios that include:

- *Scenario Overview* – A high-level description of the new product or service, reasons why the customer base may prefer this service, and potential marketing and pricing strategies.
- *Scenario Advantages and Disadvantages* – A list of potential strong and weak points related to the scenario. This list could include items ranging from why the service better serves customers to why it might be difficult for I-Net to offer the service.

This workshop provides a foundation for market strategy recommendations and a section of the final report that will be delivered under the overall I-Net Assessment proposal.

Council Responsibility:

- Provide facilities for this workshop and schedule participants

Gartner Responsibility:

Gartner Consulting

- Present key findings and analysis from Step 2
- Provide workshop materials
- Preliminary results and market strategies for Assessment Project final report

Engagement Team

Gartner Consulting functions as a senior-leveraged practice. Unlike that of many consulting firms, the majority of our consultants have more than 10 years of experience. Our engagement teams are typically small and strategic. Clients derive great value from our consultants and the specialized, world-class expertise of the Gartner knowledge base that is developed by our research and benchmarking services. The Gartner team assigned to this market profile study will include the same staff proposed for the overall Assessment Project, augmented by talented market survey staff from another division of Gartner.

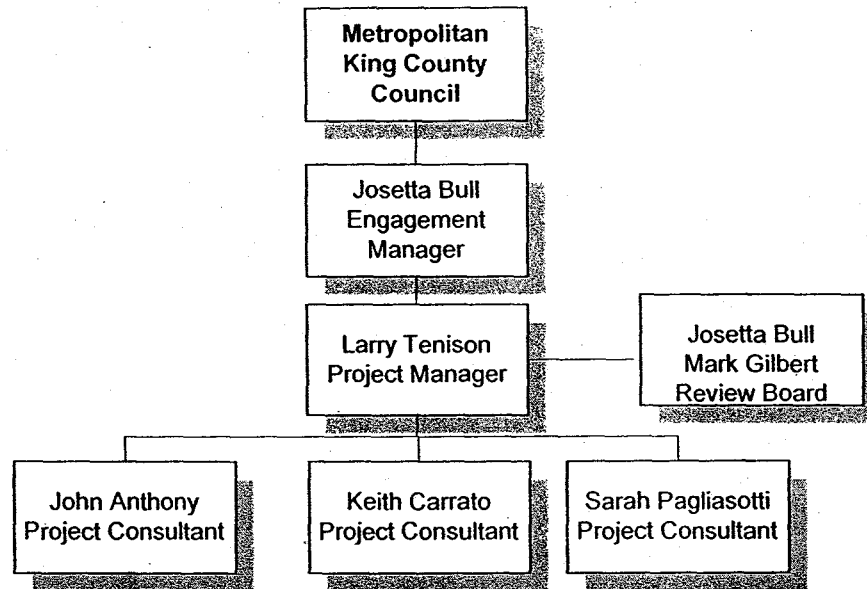
Gartner's overall market research competency has been enhanced through the acquisition of Griggs-Anderson Research, a custom consulting firm specializing in market research methodologies for technology clients. Founded in 1979, Griggs-Anderson has earned a strong reputation for providing top-quality, market research to Gartner customers. Acquired by Gartner in 1998, Griggs-Anderson is a unit of Gartner Consulting.

Generally, our people are targeted to specific parts of a project where they have the most expertise and knowledge, as opposed to being assigned full time to the engagement. Exceptions are the engagement and project managers, who are assigned for the life of the engagement and are responsible for ensuring that the objectives of the project sponsors are met.

We will create a team of consultants and analysts who have the appropriate experience and expertise to help the Council meet its objectives and who have worked on similar project tasks in the information technology, networking, telecommunications and public sector arenas. The consulting team will be assigned directly to the project, while research analysts will be used on an as-needed basis.

Key roles within the market profile study phase of the assessment project are shown in Figure 1. Biographies of these individuals as well as other members of the engagement team are included as an attachment to this proposal or were included in our I-Net Project Review Services proposal submitted to King County on May 10, 2001.

Figure 1: Proposed Engagement Team



- Josetta Bull, a Vice President with Gartner, will serve as Engagement Manager and as a member of the Technical Review Board. As Engagement Manager, she will have overall responsibility for the success of this project. On the Technical Review Board, Ms. Bull will leverage her more than 25 years of State government management and information technology experience to ensure that the analysis and recommendations made during the project are reasonable. Ms. Bull's areas of expertise include business and technology strategic planning, application and system requirements definition and development, organizational management, project management and administration of government programs.
- Mark Gilbert, Director, will serve as project technical consultant on the Technical Review Board, assisting Ms. Bull. He will have responsibility for evaluating I-Net's existing infrastructure capabilities, as well as formulating potential service scenarios common in today's telecommunications environment.
- Larry Tenison, Director, will serve as Project Manager. He will have day-to-day responsibility for the project. An experienced facilitator, Mr. Tenison has more than twenty years of experience in IT project management, implementation and enterprise architecture assessment.
- John Anthony, Associate Director, will serve as project consultant. Mr. Anthony has over 30 years of experience in government as a program and technology director, and as the City of Seattle's Deputy Chief Technology Officer.

- Keith Carrato and Sarah Pagliasotti will serve as market profile study consultants. Each brings a valuable mix of market research and strategic planning experience to this engagement.

We will also leverage other Gartner consultants as required by the project. Additionally, we will leverage the extensive archive of Gartner research to identify marketing strategies and implementation options for this project. This research base contains information related to how other governmental organizations market potential broadband and telecommunications products, manage customer relationships, as well as business and technological implementation strategies that I-Net could employ.

Schedule

Gartner proposes to complete this portion of the assessment project in eight weeks. The execution of the market profile study phase will be scheduled for completion within the scope of dates proposed by Gartner for the overall Assessment Project. Gartner will work closely with the Council and I-Net staff and encourage open communications to secure adequate review and approval of our work as it progresses. Table 1 presents our proposed project schedule.

Table 1 - Market Profile Study Schedule

Phase	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
1. Kick-Off Meeting & Current Environment Assessment Workshop								
2. Market Profile								
3. Marketing Strategies Identification								

Note: We will use reasonable business efforts to complete this project in accordance with this schedule and will advise the Council of any necessary schedule changes as they arise. Depending on the start date of the engagement, major holiday periods may impact actual duration.

Professional Fees

The professional fees for the market profile study phase of the assessment project engagement will be US\$58,509. Expenses will be billed as incurred and will be capped at 7.5% of the total project budget, or \$4,388. Gartner will submit invoices for payment as follows:

Phase	Fee
1. Kick-Off Meeting & Current Environment Assessment	\$3,970
2. Market Profile Study	\$33,250
3. Marketing Strategies Recommendations	\$21,289
Total	\$58,509

Invoices

Invoices are payable 30 days from the date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Cancellation

Consulting services may be cancelled by either party upon thirty (30) days' prior written notice. The Council shall pay for all work performed and costs incurred by Gartner up to the agreed-upon termination date, plus a 10% administration charge. For the complete terms and conditions for this engagement, please refer to the Terms and Conditions section contained in the attachment to this proposal, as well as the terms and conditions outlined in the Gartner/County Council Master Client Agreement, if applicable.

Proposal Validity Period

The quoted fee is valid for 60 days from the date on Gartner's original proposal for the I-Net Assessment Project.

Authorization

SUBMITTED ON BEHALF OF GARTNER, INC.

Josetta Bull, Vice President
Gartner Consulting
May 23, 2001

Metropolitan King County Council accepts the proposal and agrees to the terms set forth herein.

AGREED TO ON BEHALF OF THE METROPOLITAN KING COUNTY COUNCIL

Signature

Date

Printed Name and Title

Purchase Order # (if required)

Billing Address (please mark corrections):
Metropolitan King County Council
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

**Any questions regarding this proposal
should be addressed to:**
Josetta Bull, Vice President
Gartner
2151 River Plaza Drive, Suite 105
Sacramento, CA 95833
+ 1-916-921-3131
+ 1-916-649-7107
josetta.bull@gartner.com

Attachments

Terms and Conditions

Professional Profiles

Terms and Conditions

Use Restrictions and Intellectual Property

Gartner retains all title and interest to the data and report associated with this engagement, except for data and confidential information provided by the Metropolitan King County Council or I-Net. Subject to payment in full of the fees specified in the proposal, Gartner grants to the Council for internal purposes only a non-exclusive, worldwide, royalty-free perpetual license to use, reproduce, display, distribute copies of and prepare derivative works based on the deliverables.

The Council shall not market, distribute, transfer, lend, sell or license the deliverables, any copies thereof or derivative works thereof. As used herein, internal purposes shall include use by third parties with which the Council consults or retains for the purpose of reviewing or implementing the recommendations contained in the deliverables.

Gartner reserves the right to reuse the nonproprietary data and any other generic information from the deliverables that are not attributable to the Council and that do not include any of the Council's confidential information. Gartner agrees that it shall not publish the results of the research report in their entirety without the Council's prior consent, unless the research report is a white paper.

The Council agrees not to use the Gartner name and trademarks, either express or implied, in any of its advertising, marketing or sales materials, in any press releases or similar announcements, in any documentation seeking financial assistance or in any documentation regarding the business of the Council that third parties may utilize for making an investment (such as a prospectus or annual report) in the Council or I-Net, or purchasing I-Net products or services, without the prior written consent of Gartner.

Confidential Information

Gartner agrees to keep confidential any information communicated by the Council to Gartner that the Council desires Gartner to keep confidential provided that such material is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential if provided in oral form, and such statement must be confirmed in writing.

Entire Agreement

The Council may accept this proposal at any time within the Proposal Validity Period. Upon acceptance of this proposal, which shall be indicated by execution by the Council of a copy of this agreement and receipt of the same by Gartner, (i) Gartner will commence performance of the services, and (ii) this proposal shall be deemed to be the contract between Gartner and the Council for the services described herein and shall constitute the entire agreement between Gartner and the Council with respect to these services, except for current Master Client Agreements (MCAs) that have been signed between the Council and Gartner.

If there is a difference in the terms specified in the MCA and this proposal, the terms in this proposal shall have precedence. The provisions of this agreement supersede all prior oral and

written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this agreement. This agreement shall not be modified or changed without the express written consent of the parties.

Limitation of Liability

If Gartner, its employees or agents, fail for any reason, whether or not negligent, to fulfill the conditions as contained in this contract, the Council's only remedy shall be to receive a refund of all monies paid for the project. In no event will Gartner be liable for any lost profits, special, punitive or consequential damages or damages in excess of the amounts received by Gartner under the terms of this agreement.

Professional Profiles

Josetta Bull

Vice President, Gartner

Josetta Bull is a Vice President in Gartner's State and Local Government Consulting Practice and is responsible for defining Gartner Consulting's approach to e-government. Ms. Bull is also the Northwest Regional Director for state and local governments.

Ms. Bull has over 25 years of government experience. Her areas of expertise include business and technology strategic planning, application and system requirements definition and development, organizational management, project management and administration of government programs.

Prior to joining Gartner, Ms. Bull was the CIO of the California State Employment Development Department. In this role, she provided technology leadership to one of the largest organizations in California State government. She led the development and implementation of business and technical strategic plans, governance structure, technical architecture plan, and a client server support model. She transitioned the IT organization to a multi-tier client server technical infrastructure to support legacy mainframe systems, NT Domain architecture, Internet, Intranet, Imaging, Electronic Data Interchange, messaging systems, e-government and call centers.

Ms. Bull's work in state government included reengineering service delivery systems to more effectively use technology in California's employment and training, worker benefit and tax revenue programs. This led to the responsibility for administering government programs to direct the implementation of the new service delivery model and its ongoing evaluation.

Mark E. Gilbert

Director, Gartner

Mr. Gilbert is a Director with Gartner's State and Local Government Consulting Practice. He has an extensive background in telecommunications services in both the public and private sectors over the past 20 years. His key strengths are in aligning technology with business goals and building high-performance technology systems.

Mr. Gilbert is involved in some of the leading telecommunications projects for Government agencies in North America. His recent experience includes the following:

Evaluation of telecommunications and MAN outsourcing proposal—assisted the County of Sarasota, Florida, with the evaluation of proposals for the outsourcing of a new packet-switching telecommunications and optical metropolitan area network. The project includes the replacement of all PBX and LAN switches, and the implementation of VoIP networking on a switched Dense Wave Division Multiplexing optical MAN.

Preparation of a telecommunications strategic plan—assisted the City of Phoenix, Arizona, in the preparation of a telecommunications strategic plan that encompassed both circuit and packet voice telecommunications and their optical metropolitan area network. This project examined the

voice and MAN requirements for over 13,000 City employees, resulting in a recommendation for a hybrid circuit and packet-based solution networked over a ring DWDM and meshed gigabit Ethernet MAN.

Wide area and local area network design—assisted the Hawaii County Police Department by designing a Wide Area and multiple Local Area Networks within the HCPD stations within the Big Island.

Metropolitan area network architect—assisted the City of Eugene, Oregon, in the preparation of a MAN network architecture utilizing optical and leased services.

Evaluation of a telecommunications networking proposal—assisted the County of Fort Bend, Texas, in the evaluation of a countywide telecommunications replacement proposal.

IT and telecommunications outsourcing project technical advisor—responsible for providing technical advice in the architecting and implementation on the \$643M outsourcing contract for the County of San Diego. The project encompasses all of the County's telecommunications and IT operations including the PBX network, ATM-based WAN, local and long-distance services, wireless, LAN, desktop hardware and software, servers, data centers, help desk, network operations center, new ERP applications and maintenance of legacy applications.

His previous experience includes the following:

Smartstop—Vice President of Operations for this pre-IPO startup telecommunications company. He was involved in managing operations, product research and development, and network engineering functions. He created and managed annual budgets for operations and network construction; designed and performed lab and field trials; and deployed a 40-location frame relay national network and a 15-location national VPN based network that provisioned VOIP.

Practice Manager for an international Competitive Local Exchange Carrier (CLEC) consulting practice. His responsibilities included providing CLEC companies with strategic, financial, marketing, technical, regulatory and interconnection consulting services. He also performed business plan development, network design, procurement and deployment of a Next Generation Telephone Network (NGTN) within the Republic of Panama. The NGTN provided integrated voice/video and data communications to business and residential customers within the country. Mr. Gilbert's project deliverables included design and deployment of switched IP over ATM over SONET backbone, an ISP, VLANs, firewalls, carrier class VOIP networking, xDSL, over a fiber, cable modem and wireless LMDS networks.

Fujitsu—industry manager where his responsibilities included the deployment of 80,000+ residential telephone lines and 200,000+ residential passings. He was responsible for the design and deployment of an RMTS communications network that serviced over 30,000 subscribers nationally. Additional career highlights include the design and deployment of a \$2.5M 500 node/45-building network for the California Lutheran University (IP LAN and WAN, ATM backbone, wireless voice and data, video conferencing, ISP data center, and a 750-line multi-site PBX).

Mr. Gilbert received his Executive MBA from the University of Southern California in 1994. He received his BS in Finance from the University of Southern California in 1984.

Laurence J. Tenison*Director, Gartner Consulting*

Mr. Tenison is a director with Gartner's State and Local Government Consulting Practice. He specializes in the analysis, planning and implementation of complex information technology solutions. Having been a part of the IT industry for more than 25 years, Mr. Tenison's experience includes several years of software design, coding and testing within all phases of the project development life cycle on a wide variety of system platforms. Over time, as Mr. Tenison migrated into project management and leadership roles, he led major project implementations that included tasks ranging from strategic planning, system acquisition, design, development and testing to implementation and maintenance.

His recent experience includes the following:

Requirements analysis and RFP development—project manager for a major state agency engagement to develop procurement documents for replacement of statewide fire CAD system; included acquisition strategy development, risk assessment, control agency negotiations and RFP development/approval.

Contact center assessment and recommendations—project manager for assessment of State Department of Revenue Tax Assistance call center; surveyed existing technology, evaluated market trends, developed a series of cost-effective recommendations as part of a migration plan.

Integrated application development environment selection—project technical consultant for the Oregon State Legislature Information Systems Department during its selection of a new, integrated application-development platform.

Enterprise technical architecture—project manager on an engagement for the California Legislative Data Center to develop an enterprisewide technical architecture. This project included research into business drivers and technology trends, assessing the current IT environment, developing a target environment, completing a gap analysis and recommending a short list of prospective vendors.

Network architecture design—project manager on a project for the City of Eugene, Oregon, to design a new secure, robust, flexible, scalable LAN/WAN environment for the City as it begins to implement new citizen-facing "Web-enabled" services. The project came up with an eight-step evolutionary plan that would achieve the City's stated objectives. This effort involved an in-depth study of current trends and capabilities in the implementation of secure networks, including use of VPN technology.

Statewide e-government strategic plan—technical resource on an engagement for the State of Ohio to develop a strategic plan for e-government services. Technical role included an assessment of existing statewide computing resources and review of current technology trends in networking, security, online payments and application development.

Criminal justice IT strategic plan—technical resource on a project to create a new IT strategic plan for the California Youth Authority (CYA). Role included an assessment of the existing IT environment, a scan of prevailing vendor and market trends, and evaluation of alternative solutions. Created major sections of feasibility study report for CYA, a funding prerequisite.

His previous experience includes the following:

- IS Director, High-Tech Manufacturing—prior to joining Gartner, Mr. Tenison was the IS director for an international semiconductor manufacturing company with an IT staff of 70 and an IT budget of over \$14 million.
- Director of Operations, Public Safety Systems Integrator—from 1993 through 1995, Mr. Tenison was the director of operations for the NW Regional office of a major public safety software integration firm, specializing in CAD and Records Management systems. From 1987 until 1993, Mr. Tenison was a senior programmer, technical lead and project manager implementing CAD and RMS solutions for the same integration firm.

Mr. Tenison holds a double major from the University of California, Berkeley: a Bachelor of Science in Economics and a Bachelor of Science in Conservation. He also earned a Masters in regional planning, specializing in transportation, from the University of North Carolina, Chapel Hill.

John M. Anthony

Associate Director, Gartner

Mr. Anthony is an Associate Director with Gartner's State and Local Government Consulting Practice, overseeing the Seattle public sector consulting practice. He specializes in strategic planning, organizational assessments, and enterprise governance issues.

His recent experience includes the following:

Strategic planning—project manager on an engagement to review and update the British Columbia Ministry of Finance and Corporate Relations' strategic plan. This involved a review of their technical and application architecture, an assessment of their security environment, and a review of their governance structure.

Lead project consultant on an engagement to develop a strategic plan for the City of Palm Desert, California. The strategic plan identified opportunities for the City to strengthen their technical infrastructure, improve their governance processes, and prepare for e-government initiatives.

Project consultant on an engagement to develop a strategic plan for the City of Sacramento, California using a Balanced Scorecard methodology.

Post implementation project review – lead consultant on an engagement to review a custom developed application for the British Columbia Ministry of Finance and Corporate Relations. The review is evaluating project management, risk assessment/mitigation, change management and communication, quality assurance, and security and control.

Outsourcing assessment—project consultant assisting with an assessment of the County of San Diego’s outsourcing project in which he helped evaluate Key Performance Indicators and Activity-Based Costing deliverables.

Best practices assessment—consultant on an engagement to develop best practices for state and local government technology procurements. The purpose of this study was to provide the State of California with a procurement “checklist” that can be used in future procurements. The supposition is that the use of these best practices will improve the chances for successful outcomes (both in the award and administration of a contract, as well as a successful application development project) for agencies and the vendors who they work with on large, complex system procurements.

His previous experience includes the following:

Deputy Chief Technology Officer, City of Seattle—as the Deputy CTO, Mr. Anthony was responsible for developing and helping to implement a new Citywide governance structure, developing and implementing new technology standards, assisting with the development of a new broadband personnel structure for information technology employees, and assisting with the creation of the Department of Information Technology.

Director of Information Technology for Seattle City Light—while at City Light, one of the largest municipally owned electric utilities in the United States, Mr. Anthony implemented an IT Strategic Plan which featured a major reorganization and recentralization of staff resources, the conversion of contract employees to new head count, centralization of file/print server resources, the implementation of a centralized Service Desk, the development and implementation of hardware and software standards, and the development and implementation of enterprise application projects.

Resource Management Director for Seattle Transportation—as the Resource Management Director, Mr. Anthony oversaw the budget, financial planning, grants management, and public information activities of the City’s Transportation Division.

Seattle Solid Waste Utility—Mr. Anthony directed the utility’s customer service, rates, finance, collections, and contracts administration operations during a dramatic change as the City transformed its backyard garbage only collection system to curbside with new recycling and yard waste services. The utility’s programs received international recognition. Their recycling program received a Ford Foundation innovations award for its excellence.

Public Safety—Mr. Anthony also served for eight years in the City of Seattle’s Office of Management and Budget where he conducted independent assessments of the Fire and Police Departments’ service delivery systems. He was also the City’s lead negotiator on interagency public safety contracts covering jail services, E 9-1-1 and a local option boat tax.

Mr. Anthony earned a Bachelor of Arts Degree in Sociology from the University of Washington, Seattle, Washington.

Keith Carrato

Consultant, Gartner Consulting

Keith Carrato is a member of the E-Business and the Computers, Peripherals and Semiconductors Practices. He possesses a diverse background of both qualitative and quantitative skills ranging from high-level strategic analysis to constructing detailed financial business cases. Keith is based in the Portland, Oregon, office of Gartner/Griggs-Anderson.

Recent assignments include the following:

Product invention research. Completed extensive qualitative and quantitative research that helped a major computer manufacturer determine the most attractive product offerings for its future product portfolio. Conducted international focus groups to gain true market perspective and observe geographical and cultural differences. Qualitative results used as main input to in-depth quantitative survey that was conducted in the same international locations. Survey utilized choice modeling and market simulation methodologies to measure customer's true needs and preferences. Performed rigorous statistical analysis of quantitative results to determine product strategy in aggregate and subsets of population going forward.

Product usage. Conducted qualitative focus groups and executive interviews exploring different uses for a data protection product among various company sizes. Gauged customer brand awareness and explored barriers to achieving larger product growth in the market. Conducted research with both end users and channel distributors of the product.

Product tracking. For a major computer peripheral manufacturer, determined early uses of a new product and measured initial customer satisfaction via a quantitative survey. Focused on importance/performance rating of key product attributes, providing necessary inputs to in-depth gap analysis.

Concept testing. Facilitated qualitative focus groups to explore respondent reaction to new service offering in the e-business marketplace. Also examined brand awareness and drivers for customer loyalty. Helped client understand the challenges being faced in introducing new service offering.

Prior to joining Gartner/Griggs-Anderson, Keith was a management consultant for Deloitte Consulting. He worked on numerous strategic projects for Fortune 500 companies, including implementing large-scale enterprise resource planning (ERP) systems, conducting competitive analyses and planning department reorganizations.

Keith graduated with honors from Willamette University with a bachelor of arts in business economics and a minor in rhetoric/media studies.

Sarah Pagliasotti

Consultant, Gartner/Griggs-Anderson

A recent addition to Gartner/Griggs-Anderson, Sarah is a member of the Software and Methodology Practices. Her specialties include project management, client relations management and qualitative research. Before joining Gartner/Griggs-Anderson, Sarah spent five years as a project manager/developer and management team leader for the media industry. She

Gartner Consulting

also has 10 years of research and communications experience as an editor and writer of community affairs, business and industry topics. Sarah holds a bachelor's degree in journalism from the University of Oregon.



KING COUNTY CONSULTANT DISCLOSURE FORM

**NO PAYMENT WILL BE MADE TO THE CONSULTANT
UNTIL THIS FORM HAS BEEN FILED WITH THE CONTRACT
AND THE KING COUNTY BOARD OF ETHICS**

Please Read Carefully

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of \$2500 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, 900 Fourth Avenue, Bank of California Building, Suite 860, Seattle, WA, 98164, Mail Stop BOC-IA-0860, and the other with the contract with the Department of Finance, Procurement & Contracts Services Division, Exchange Building, 8th floor, 821 Second Avenue, Seattle, WA 98104, Mail Stop EXC-FI-0825.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**PLEASE TYPE OR PRINT ALL INFORMATION, EXCEPT REQUIRED SIGNATURE.
ALL INCOMPLETE FORMS WILL BE RETURNED.**

Today's Date: _____ Contract Number: _____ Amount of Contract: _____

Consultant's Name: Gartner Phone: 916-649-7100

Address: 2151 River Plaza Drive, Suite 105 Sacramento Ca 95833
(Street) (City) (State) (Zip)

Effective Date of Contract: _____ Expiration Date of Contract: _____

Type of Services Contracted: Information Technology Consulting Services

Contracting County Department Council Division: _____

County Contact Person: Denise Passinetti Phone: 296-0340

1. List the name of any former county employee working on this contract whose employment with the county terminated within two years of the signing of this form. If none, check this box. **X**

Name of Former Employee: _____

Former County Department: _____ Date Terminated/Ended: _____

2. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. If none, check this box. **X**

Office/Directorship: _____

Name: _____ Relationship to Employee: _____

3. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. If none, check this box. **X**

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount/value & describe): _____

Receipt of compensation, gift or thing of value from the consultant (indicate amount/value & describe): _____

4. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. If none, check this box. **X** Attach a separate sheet if necessary.

Contract No.	Type of Services Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division

5. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract. If none, check this box. **X**

Officer/Director Name: _____

Position: _____

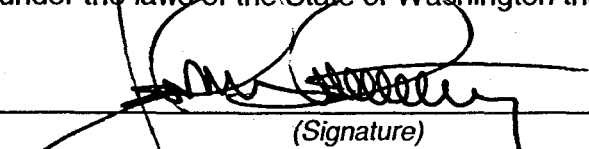
Name of County Board or Commission: _____

6. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family, and the consultant, other than that disclosed above. If so, please explain. If none, check this box. **X**

CERTIFICATION OR DECLARATION:

I, John M. Anthony, certify or declare under penalty of perjury
(print name)

under the laws of the State of Washington that the foregoing is true and correct.



(Signature) Associate Director
(Title)

Signed this 11 day of June, 2001 at
Seattle Wa
(City) *(State)*

King County Board of Ethics • Bank of California Building
900 Fourth Avenue • Suite 860 • Seattle, WA 98164
(206) 296-1586 • FAX (206) 205-0725 • TTY 1-800-833-6388 • board.ethics@metrokc.gov
This form is available on the Board of Ethics web site: www.metrokc.gov/ethics/
Revised 9/00

ALTERNATE FORMATS AVAILABLE



PERSONNEL INVENTORY REPORT

Legal name of business Gartner Telephone 374-9756

dba (if applicable) _____

Street address 2001 Sixth Avenue, Suite 2200 City Seattle

State WA Zip Code 98121

Submitted by: John M. Anthony Title: Associate Director Date: 06/11/01

IRS Employer Identification Number: 04-3099750

Do you have any employees? No ___ Yes X

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): 06/01

Do any of your employees belong to a union and/or do you use an employee referral agency? No X Yes ___

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____

_____. If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	3															
Professional	12	4							1							
Technical																
Clerical			1													
Sales																
Service																
Labor																
On-Job																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.



PERSONNEL INVENTORY REPORT

Total number of employees reported above: 21 If no employees, write "0."

Exhibit F
AFFIDAVIT OF COMPLIANCE (K.C.C. 12.16)



Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
 Josetta Bull, Vice President and Northwest Regional Director.
- D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
 2. **Monthly Utilization Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
 3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race,

color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
 2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
 3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and

other selec. requirements where there is an obligation to do so under state or federal law.

- 4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
- 5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
- 6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
- 7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
- 8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
- 9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on

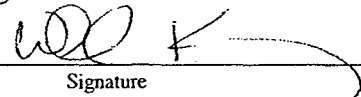
an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: Gartner 2151 River Plaza Drive Sacramento CA 95833
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

818-710-5936

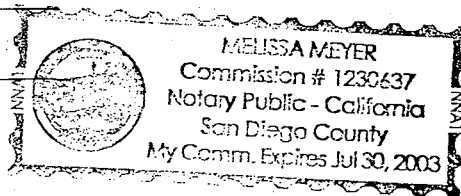
Authorized Signer: William Kumagai Managing Vice President 
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFOR ME THIS 12th DAY OF June, 2001
1999

Melissa Meyer
 Notary Public in and of the state of California

Residing at: San Diego



504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

	YES	NO
<p>According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, <u>Gartner</u></p> <p>_____ (company name) is in compliance with 504/ADA.</p>	X	<input type="checkbox"/>

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

Actions To Be Taken	General Requirements	Completion Date

(continued on next page)

50 ADA DISABILITY ASSURANCE OF COMPLIANCE (cont'd.)

Program Access

Actions To Be Taken

Completion Date

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Physical Accessibility

Actions To Be Taken

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.

Contractor: Gartner
Company Name

2001 Sixth Avenue, Suite 2200 Seattle Wa 98121
Street Address City State Zip

Authorized Signer: William Kumagai Managing Vice President 818-710-5936
Name (type or print) Title Phone

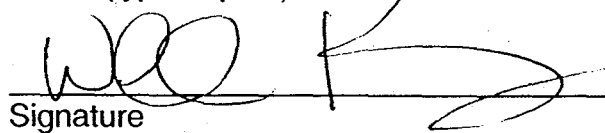

Signature

Exhibit H
WAIVER OF CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/13/01

PRODUCER
Aon Risk Services, Inc. of New York
Two World Trade Center
105th Floor
New York NY 10048 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Gartner, Inc.
56 TOP GALLANT ROAD
P.O. BOX 10212
STAMFORD CT 06904-2212 USA

INSURER A: Federal Insurance Company
INSURER B: Zurich American Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES: This Certificate does not specify all coverages, terms, conditions and exclusions of the policies shown. STATE MAY APPLY.
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO 2983903-01	6/30/00	6/30/01	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	BAP 2923478-01	6/30/00	6/30/01	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	79786039	7/16/99	6/30/02	EACH OCCURRENCE	\$1,000,000
					AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-2983904-01 AOS	6/30/00	6/30/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
B		WC 2983906-01 CT	6/30/00	6/30/01	E.L. EACH ACCIDENT	\$1,000,000
B		WC 2983905-01 Various States	6/30/00	6/30/01	E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITIES ARISING OUT OF OPERATIONS BY THE NAMED INSURED.

GENERAL HOLDING
KING COUNTY, WASHINGTON
516 THIRD AVENUE
ROOM 1200
SEATTLE WA 98104 USA


CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

Exhibit I
General Provisions
COMPENSATION AND METHOD OF PAYMENT

Initial Proposal:

The professional fee for this engagement will be US \$79,336. (Expenses will be billed as incurred at actual cost and will be capped at 10% of the total project budget, or US \$7,934.)

Market Study Addendum:

The professional fees for this engagement will be US\$58,509. (Expenses will be billed as incurred and will be capped at 7.5% of the total project budget, or \$4,388.)

Merged Payment Schedule:

Tasks	Milestone Payment Amount	Deliverables
PHASE I - Project Initiation & Planning		
1. Conduct Initial Project Kick-off		Project Work Plan and Schedule, Project Kick-off Presentation Materials
2. Collect/Review Background Material		
3. Collect/Review Statutory/Legal Background Material		
4. Conduct Market Study Kick-off		Market Study Work Plan and Schedule, Market Study Kick-off Presentation Materials, Market Study Questionnaire
5. Conduct Marketing Focus Group		Focus Group Presentation Materials, Revised Market Study Questionnaire (as appropriate)
6. Provide On-Going Project Status Reports		Periodic Status Reports
Milestone Payment	\$23,804	
PHASE II – I-Net Assessment and Market Study		
1. Assess I-Net Technology		Technology Assessment Report
2. Assess Proposed I-Net System Operations and Service Offerings and Regulatory Environment		Operational and Regulatory Assessment Report
3. Assess I-Net Market Opportunity		Market Opportunity and Financial Assessment Report
4. Conduct Market Profile Study		Market Survey Results
5. Conduct Preliminary Market Analysis		Initial Analysis and Preliminary Findings
Milestone Payment	\$53,084	
PHASE III - Analysis & Recommendations		
1. Provide Alternatives Analysis		Operations and Services Comparison Matrix, Financial Comparison Matrix
2. Prepare Draft Recommendations/Report		Initial Recommendations Report
3. Present Final Recommendations/Report		Final Recommendations Report, Presentations, Meetings with Key Decision-makers
Milestone Payment	\$60,957	
Grand Total	\$137,845	Expenses billed at actual cost as incurred, not to exceed 10% of fees for initial project (\$7,934) plus 7.5% of fees for market study (\$4,338).