



**City of Pacific Grove, CA
VoIP Telecommunications System**

Request for Proposals

April 2, 2019

CLIENTFIRST
TECHNOLOGY CONSULTING

April 2, 2019

REQUEST FOR PROPOSALS for a Telecommunications System

Dear Vendors:

The City of Pacific Grove is currently accepting proposals for a new Telecommunications System. The City may award the contract to a single contractor for the entire system. Specifications and RFP documents are available at the City.

The City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Proposal instructions are contained in the *Request for Proposals* (RFP) document. Please provide the requested information in the prescribed written format. Failure to comply with the prescribed format may result in disqualification.

- **Pre-Proposal Vendor Conference:** The City will conduct a non-mandatory pre-proposal vendor conference on **April 11, 2019** at 10am pacific time at City Hall 300 Forest Avenue, Pacific Grove, CA. Vendors who wish to attend this meeting should RSVP to The City of Pacific Grove at VOIPRFP@cityofpacificgrove.org.
- **Notification Announcements** – It is recommended that in order to receive future updates, each vendor must be registered at <https://forms.gle/h1f7pgz5yDb3yEfm8>
- **Questions:** All pre-submittal questions must be sent to VOIPRFP@cityofpacificgrove.org received by **4:00 p.m. PDT, April 12, 2019** Questions received after this deadline will not be accepted.

Any contact or attempt to contact any other employees of the City that could be interpreted as being made for the purpose of securing privileged information or advantages in the Proposal process will result in the immediate disqualification of the Respondent.

- **Proposals Due:** One (1) original, Three (3) printed copies, and one (1) electronic copy on CD/Memory Stick of your proposal must be received no later than **4:00 p.m. PST, May 3, 2019**

Thank you for your participation. We look forward to reviewing your proposal.

Sincerely,

City of Pacific Grove

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1. Objectives and Process Schedule

Purpose and Project Background

This information was developed in a format to facilitate the preparation of responses to this Request for Proposals (RFP) and the subsequent evaluation of those responses.

Because there are several vendors who provide the type of systems the City's needs, it is the City's desire to meet our future telecommunications needs through this competitive selection process. The requirements noted in this RFP are designed to assist in the selection of the vendor that best meets the City's needs.

The City of Pacific Grove currently has an Avaya Definity System 75 installed at the main City Hall/Police location in downtown Pacific Grove. Some of the City's locations are connected to the main site using City owned fiber optic cable. Other locations are not connected to the City Hall location and have their own local POTS lines and small Key systems installed.

Functionally, the City has 1 PRI installed at City Hall/Police. All departments are assigned Direct Inward Dial (DID) numbers from the PRI services. Regardless of whether they are physically connected to the City Hall/Police system, all department main numbers and individual user numbers are DID numbers delivered to the City Hall/Police location over the PRI for processing.

Calls from the public to departments using the DID numbers, that are not connected to the system are forwarded (using the Avaya Definity) to POTS lines installed for each City location not connected to the Definity. In those locations, the City has Avaya Partner and Toshiba Key systems installed.

The City has determined that the existing system(s) are end-of-life, obsolete and no longer supported. This hardware and software obsolescence requires the City to replace the existing systems with new products. To address this issue, the City has decided to obtain proposals from qualified telecommunications system dealers to provide proposals for new systems.

This RFP document describes the requirements of the City for a Premise or Hosted IP-based telecommunication system and associated VoIP Data Network programming advice and recommendations. All features/functions discussed in this RFP shall be provided in the proposed solution unless specifically noted. The proposed IP telecommunications system shall support all the required call processing, voice, and unified messaging, system services, management, and administrative feature requirements stated in the RFP.

This RFP is intended to provide a standard base from which to evaluate alternatives for the telecommunications system and to allow the Respondent flexibility in proposing the most appropriate and cost-effective system.

It is the responsibility of the Respondents to address all aspects of this RFP.

Objective

The objective of the City is to acquire a new, state of the art telecommunications system to serve the staff and administrative operations of the City. This document contains the system specifications and the requested format for vendor proposals. If additional features or equipment are believed to be appropriate for the City's operations, please quote them as options and include supporting justification and cost detail.

The City of Pacific Grove reserves the right to the following:

- Accept the proposal that is, in its judgment, the best and most favorable to the interests of the City;
- To reject the low price proposal;
- To accept any item of any proposal;
- To reject any and all proposals;
- To waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

General Process and Schedule

During the selection process, the City will review the submitted proposals and systems. The City will use a combination of steps to evaluate vendor proposals, these may include subsequent interviews, demonstrations, reference checks, and site visits, the City will then pick a final preferred vendor. The City will negotiate final pricing and terms and conditions with the preferred vendor. The following is the current estimated schedule, as defined by the City, and can be changed at its discretion:

Estimated Selection Process Step	Date(s)
Release and Issuance of the <i>Request for Proposals</i> (RFP)	April 2, 2019
Pre-Proposal Vendor Conference	April 11, 2019 – 10:00am PDT
Final Date for Vendors to Submit Questions	April 12, 2019 - 4:00pm PDT
Date for Publishing Answers to Vendors' Questions	April 17, 2019
Proposals Due	May 3, 2019 - 4:00pm PDT
Vendor Demonstration Meetings (if applicable)	May, 2019
Final Vendor Selection	May, 2019
Estimated Approval	June, 2019
Implementation Start	June, 2019

Table 1 – Estimated Selection Schedule

2. Evaluation Criteria

Evaluation Criteria

All proposals will be evaluated using the following general evaluation Criteria:

- Complied with format complete proposal and letter of introduction
- Overall system design and adherence to RFP
- Installation procedures and personnel installation timeframe system testing/turn-up
- System training after sale support – warranty, maintenance, upgrades
- Similar projects – references – company experience
- Pricing
- Other system selection criteria as needed by the City

The evaluation process will consist of review and evaluation of proposals received by a team consisting of City personnel and consultants.

Project Cost will be evaluated based on initial purchase and installation price and total cost of ownership over five years.

3. Proposal Instructions

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

General Proposal Instructions and Due Dates

Questions: All questions should be directed to Rick DeNoyer VOIPRFP@cityofpacificgrove.org no later than **4:00 p.m. PST, April 12, 2019** Questions received after this deadline will not be accepted.

Answers to submitted questions will be posted on the City's website and a link published via email on April 17, 2019 will be posted on the City's website.

Printed Proposals Due: One (1) original, three (3) printed copies, and one (1) electronic version on a CD/Memory Stick in Word or PDF format must be received no later than **4:00 p.m. PDT, May 3, 2019** addressed to:

Rick DeNoyer
The City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Requests for extension of the submission date will not be granted unless deemed in the best interests of the City. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Proposal Format

Proposals should follow the *Request for Proposals* format provided in Section 4.

Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section.

Please provide the following sections, at a minimum:

- Understanding of Project Objectives
- Response to Telecom System Specifications
- Disclosures and Contractual Requirements
- Appendices
- All proposals must be signed by a duly authorized official representing the vendor

Only written communication from the City may be considered binding. The City reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the vendor whose overall proposal best meets the requirements of the City.

The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's proposal to the City, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of 90 calendar days from the Proposal due date.

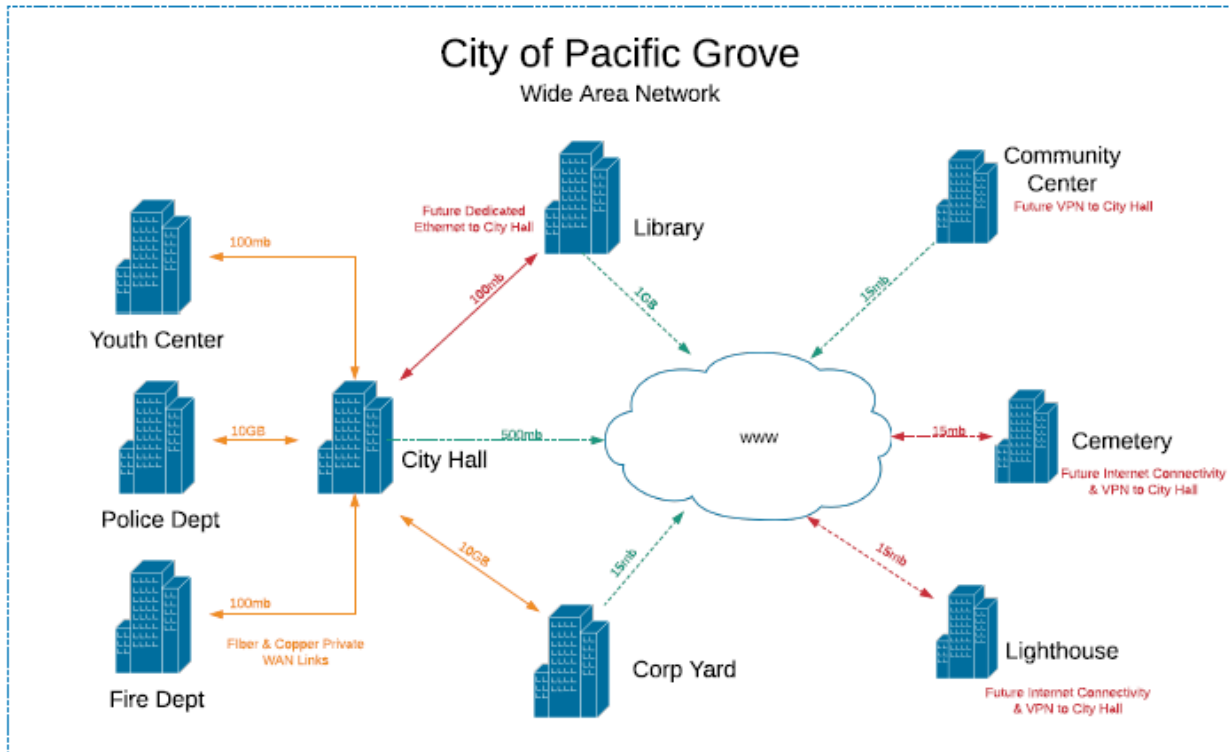
Vendors should provide copies of all sample contracts for application software and software support. Please note that all contracts are subject to negotiation.

The City will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for services, equipment, and software.

4. Data Network Requirements

4.1. Requirements

- 4.1.1. The City wishes to implement a VoIP system.
- 4.1.2. Following is a drawing of the current data network for the City.



4.2. Description of Current Technology:

The City of Pacific Grove implemented an Avaya Definity System 75 telephone system with voicemail more than 15 years ago. In addition, the City installed Avaya Partner and Toshiba key telephone systems in other locations.

The City has centralized voicemail but currently not all users have a voicemail box. All of the locations are not currently networked together, however, the City's plans include the complete update/upgrade of the existing LAN data network and WAN for the deployment of VoIP throughout the City locations.

The City intends to install the new VoIP telephone system in their data center at City Hall/Police and their secondary location at Public Works yard. The City will work with the carrier to either relocate the existing PRI's to these specific locations or replace the PRI's with SIP services.

- 4.2.1. The City has upgraded the existing data network switch infrastructure to provide POE and QOS features and capabilities. The City will also prepare the network to provide the needed IP addressing and subnet approach. Vendors should assume the City's LAN and WAN data network will provide the needed POE and QOS capabilities for VoIP Deployment.

4.3. Network Description

- 4.3.1. As you can see, some of the buildings are connected with City owned fiber optic connections, Carrier based internet connections and some locations that are not currently connected. The City's end-result is to build a Wide Area Data network to connect each location using either private fiber, high speed wireless or rented carrier based WAN connections.
- 4.3.2. The selected Vendor will review the City's current network configuration, and provide suggested configurations for the following devices:
 - 4.3.2.1. Routing updates to incorporate new VLANs
 - 4.3.2.2. Network Closet Switching
 - 4.3.2.3. Data Center Switching
 - 4.3.2.4. UPS (if anything needed to prioritize VoIP switches, routers, gateways or servers)
- 4.3.3. In conjunction with the City's Project Manager and Key Stakeholders, the selected vendor's Professional Services team will participate in the development an overall installation schedule, which will incorporate the following:
 - 4.3.3.1. Configurations provided by the vendor
 - 4.3.3.2. Installation and implementation, provided by the City
 - 4.3.3.3. Vendor review and testing of completed configurations for proper functionality
 - 4.3.3.4. City revisions after vendor review
 - 4.3.3.5. Final testing by the vendor for proper functionality

4.4. Design and Discovery Phase - Vendor Responsibilities

Under this scope, selected vendor shall perform the following tasks.

- 4.4.1. VoIP Telecommunications System Project Overview
 - 4.4.1.1. Kickoff
 - 4.4.1.1.1. Resource Scheduling
 - 4.4.1.1.2. Project Management Introduction
 - 4.4.1.1.3. Engineering Introduction
 - 4.4.1.1.4. Presales Design handoff to Deployment Engineering
 - 4.4.1.1.5. Project Review
 - 4.4.1.2. Planning Workshop
 - 4.4.1.2.1. Holistic Project Review
 - 4.4.1.2.2. Project Goals
 - 4.4.1.2.3. Projected Timelines
 - 4.4.1.2.4. Project Risk Discussion
- 4.4.2. Network Design Review Workshop/Discussion

- 4.4.2.1. Discuss expected business-level and technical outcomes across all technologies to be implemented
- 4.4.2.2. Collaborate closely on City-provided design documentation and direction with the City and its Consultant
- 4.4.2.3. Review and Validate purchased hardware and licensing for City Bill of Materials.
- 4.4.2.4. Provide configuration recommendations for best practices, especially in regards to VoIP implementations (including QoS, prioritization, and other factors)
 - 4.4.2.4.1. Provide review of Routing, QoS, and VLAN design and configuration with the City and its Consultant
 - 4.4.2.4.2. Recommend VoIP-related VLAN and QoS configurations on existing and replacement equipment, with input from the City and its Consultant
- 4.4.3. Review and discuss Network Routing and Switching Plan from the City and provide recommendations as needed
 - 4.4.3.1. Recommend configuration objectives, which may include the following:
 - 4.4.3.1.1. VLAN design
 - 4.4.3.1.2. Configuration of IP address on management VLAN
 - 4.4.3.1.3. Utilization of 802.1Q to transfer VLAN between Layer 2 devices
 - 4.4.3.1.4. QoS configuration requirements
 - 4.4.3.1.5. Implementation of SNMPv3 strings to communicate with the network management station
 - 4.4.3.1.6. Adoption and/or refinement of existing passwords and switch security, including SSH, DHCP protection, ARP, and SNMP
- 4.4.4. Review existing UPS installation in relation to VoIP functionality
- 4.4.5. Plan for Datacenter Telecommunications System VoIP Core Switching
 - 4.4.5.1. Create detailed design elements related to the VoIP telecommunications System core components to be installed in the City Data Center based on design concepts and direction for the City.
 - 4.4.5.2. The City will deploy and configure the equipment for the data network, but the vendor will recommend and discuss all Core equipment capabilities and features:
 - 4.4.5.2.1. Call home
 - 4.4.5.2.2. Online Diagnostics
 - 4.4.5.2.3. Embedded events
 - 4.4.5.2.4. Role Based Access Control

- 4.4.5.2.5. L3 IP routing
 - 4.4.5.2.6. L2 switching
 - 4.4.5.2.7. Quality of service
- 4.4.6. Develop VoIP Telecommunications System Cutover schedule by site. Allow time for the following:
- 4.4.6.1. Configuration modifications recommended by the vendor; configured by the City
 - 4.4.6.2. Network Equipment Installation and implementation, provided by the City
 - 4.4.6.3. Vendor review and testing of completed VoIP configurations for proper functionality
 - 4.4.6.4. Vendor to discuss network functionality with City IT staff. Vendor to recommend network configuration changes to resolve any network issues.
 - 4.4.6.5. City to perform network configuration changes, if needed.
 - 4.4.6.6. Vendor to perform VoIP equipment configuration changes, if needed.
 - 4.4.6.7. Additional testing by the vendor (if required) for proper VoIP functionality
 - 4.4.6.8. Additional testing by City (if required) for proper network functionality
 - 4.4.6.9. Additional configuration changes by vendor (VoIP equipment) and City (network equipment), if required.
 - 4.4.6.10. Repeat steps vii, viii and ix until VoIP and network equipment performs properly with new VoIP equipment and new network configurations, to the satisfaction of both the vendor and the City.
- 4.4.7. Perform Facilities Survey of all site MDF and IDF closets to verify the following parameters (this section is for the installation of **VoIP equipment - phone gateways, servers and related equipment**. City to install all other network equipment):
- 4.4.7.1. Evaluation rack space availability
 - 4.4.7.2. Advise City on how to include VoIP equipment in SFP and stacking needs
 - 4.4.7.3. City to calculate patch cable lengths, dressing issues, or cable management improvements. Vendor to provide input related to this item.
 - 4.4.7.4. Identify and remove existing obsolete telephone equipment for City disposal.
 - 4.4.7.5. Determine VoIP installation labor effort

- 4.4.7.6. Review City plan for UPS equipment and select UPS connection to VoIP equipment
 - 4.4.7.6.1. Select Wall, Floor, or Rack, with a preference for Rack mounting
 - 4.4.7.6.2. Determine Available Power Outlets and existing PDU plugs
 - 4.4.7.6.3. Connection of VoIP equipment (only) to UPS units. City plans to have other router, switch and data center switch equipment connected to UPS units already.
- 4.4.7.7. Propose adjustments to the Bill of Materials for SFPs, cabling, or other needs based on assessment of actual conditions, pending review and approval by the City as Change Order(s) – only if needed.
- 4.4.8. Provide Configuration information for best practices security and management

4.5. Network Design and Switch Installation - City Responsibilities

- 4.5.1. Provide overall design goals and objectives for the project
- 4.5.2. Provide the following design assets:
 - 4.5.2.1. Standard switch configuration requirements per site
 - 4.5.2.2. IP address and Subnet information
 - 4.5.2.3. Data Center and remote site VLAN definition and priorities
 - 4.5.2.4. Network Diagrams
 - 4.5.2.5. Port Mapping guidelines (existing to new)
- 4.5.3. Provide VLAN & subnet information for all network components and segments
- 4.5.4. Provide detailed design documentation:
 - 4.5.4.1. All tele/data closet configurations
 - 4.5.4.2. Create, with selected vendor, the design documentation for the Data Center switching components and answer any questions related to the overall design.
- 4.5.5. Signoff and approve all network design changes/recommendations
- 4.5.6. Install routers, switches, data center switches and UPS units.
- 4.5.7. Provide new, appropriately-sized patch cables, with exceptions to this term reviewed and agreed to by all parties
- 4.5.8. Recommend sufficient Power and Power Outlets for all VoIP equipment. City Electrician to perform the electrical work. City to coordinate between City electrician and vendor regarding installation schedule
 - 4.5.8.1. Vendor to notify City of required electrical work.
- 4.5.9. Provide HVAC for all equipment
- 4.5.10. Confirm that purchased equipment meets 110V or 208V power, based on availability

4.6. Switch Implementation - City Responsibilities

- 4.6.1. The City will configure and rack mount all new POE data switches
- 4.6.2. The City will review and dispose of any old data switch equipment.

5. Telecom System Specifications

Telecommunications System RFP Specifications and Proposal Requirements

This section of the RFP contains the specifications and details regarding the City's Telecommunications system requirements.

5.1. General Instructions

- 5.1.1. Written proposals are required by the City for a state-of-the-art telecommunications system as described in the sections below.
 - 5.1.1.1. The proposal, estimated to be awarded in June 2019, will be confirmed by a purchase order issued to the successful vendor.
 - 5.1.1.2. The proposal will be awarded based on the overall proposal and in the best interests of the City. Prices should be shown for each line item.
 - 5.1.1.3. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low price Proposal, to accept any item of any proposal, to reject any and all Proposals, and to waive irregularities and informalities in any proposal submitted or in the Request for Proposals process.
 - 5.1.1.4. Equipment must be new and fully eligible for manufacturer's warranty. F.O.B. inside delivery, City of Pacific Grove, 300 Forest Avenue, Pacific Grove, CA 93950.
 - 5.1.1.5. Freight should be included in the unit price. Inside delivery to the City. **Pallets must be broken down and boxes disposed of by the selected vendor.**
 - 5.1.1.6. The City cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to the RFP, the City's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
 - 5.1.1.7. The proposal shall constitute a binding offer to sell the above-noted product(s) to the City and may not be withdrawn once the City has awarded the contract to the successful vendor.

5.2. Instructions to Proposer

- 5.2.1. General – The City is seeking a state-of-the-art, highly reliable telecommunications system that will provide enhanced features and provide the City with superior service at a reasonable cost.
- 5.2.2. Any proposal for a new telecommunications system must use survivable remote technology for all locations from the primary City telecommunications system.
- 5.2.3. System Proposals - Under this procurement, the City will accept proposals for replacement equipment for the locations mentioned in this document.
- 5.2.4. Please list each location separately in your proposal showing proposed equipment and costs.
- 5.2.5. Vendors may propose Voice over Internet Protocol (VoIP) systems. The system shall provide the following high-level features and applications:
 - 5.2.5.1. Capable of supporting PRI services for inbound and outbound Public Switched Telephone Network (PSTN) services.
 - 5.2.5.2. Capable of supporting SIP services for inbound or outbound Public Switched Telephone Network (PSTN) Services.
 - 5.2.5.3. Capable of supporting analog PSTN services.
 - 5.2.5.4. Capable of providing a single centralized voice mail system accessible to serve all users.
 - 5.2.5.5. Capable of providing duplicate survivable core systems (Voice and Voicemail) to connect the 2 major locations.
 - 5.2.5.5.1. The intended operation is that the system provides redundant CPU, Power supplies and software operation services between the 2 major core sites and can provide the needed fail-over.
 - 5.2.5.5.2. All of the systems must function as if they were one.
 - 5.2.5.6. Capable of providing shared access to local inbound and outbound and long distance inbound and outbound services provided by carriers selected by the City.
 - 5.2.5.7. The City's IT Operations are currently virtualized using Hyper-V. The City is open to both virtualized and non-virtualized solutions.
 - 5.2.5.7.1. As part of the base proposal, please propose the system with all needed servers and hardware not using the virtualized deployment approach
 - 5.2.5.7.2. As an option:
 - 5.2.5.7.2.1. Please propose a solution using the Virtualized approach that includes all hardware and software for the virtualized Hyper-V deployment for the proposed VoIP system.
 - 5.2.5.7.2.2. Please propose a solution using the City's existing Hyper-V Environment.

- 5.2.5.7.3. Please provide detailed information regarding the proposed system regarding current or future plans to operate in a virtual environment using Hyper-V.
- 5.2.5.8. **Unified Messaging:** The proposed system should provide the ability for the City to integrate voicemail and email Office 365 features and services. It is the responsibility of the Respondent to define their offering, and to provide a solution that addresses the convergence of voicemail, email, fax, and other messaging systems. Systems to be addressed will include those provided under this RFP, and messaging systems maintained by the City.
- 5.2.5.9. **Telephone System Paging Function:** The proposed system should also provide the ability for users with the appropriate rights to perform paging through the speakers on the telephones. The System shall include the feature and ability for a user to dial a code and page through all phone speakers or a zoned subset of speakers on the phones installed in the specific location.
- 5.2.5.10. **External Paging System Access:** The City has existing external paging systems in some of the buildings. The proposed System shall include the feature and ability for a user to dial a code, access the external paging system and page through all speakers or a zoned subset of speakers.
- Please provide a description of how the proposed system can duplicate that functional operation.
- 5.2.5.11. **System Administration:** A single point of management from any point on the network for all components including the IP-PBX, voicemail, auto attendant, ACD and unified messaging system, and other ancillary systems is preferred. The management interface shall provide the capability and flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface. System "Self Diagnostics" and trouble reporting shall also be described.
- 5.2.5.12. Capable of providing unified messaging services.
- 5.2.5.13. Capable of providing analog telephone station, fax, modem, and overhead voice paging connectivity.
- 5.2.5.14. Capable of providing auto-attendant and dial-directory functionality for all locations.
- 5.2.5.15. Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from one location.
- 5.2.5.16. The City is also seeking maintenance and ongoing enhancement and other support services from the selected provider; however, the City wishes to manage the day-to-day adds, moves, and changes internally. The City may wish to

manage the system remotely, please describe how this application would work and how you would address security.

5.2.6. Configuration

5.2.6.1. This specification section provides further sizing, component, feature and function specifications necessary for the proposer to develop system pricing that must be detailed. However, all proposers should note the following:

5.2.6.1.1. The component quantities detailed are not necessarily the final quantities the City will purchase. Exact quantities may increase or decrease subsequent to the release of this document.

5.2.6.1.2. While the pricing information provided in response will be used to evaluate the various proposals received, the City will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 90 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.

5.2.6.2. After the contract is awarded by the City to the successful vendor, the selected vendor must conduct a thorough and complete on-site station review. This station review process, performed by the selected vendor, will identify the following:

5.2.6.2.1. The type and quantity of all telephone stations, by City location, to be installed for City users during the implementation process.

5.2.6.2.2. Conduct Departmental meetings to gather the telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.

5.2.6.2.3. Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the City's environment.

5.2.6.2.4. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra-organization calling.

5.2.6.2.5. The information developed through the station review process will be provided to the City both electronically and in hard copy. The selected vendor will detail the design to the City and gain the City's acceptance before proceeding. Phased implementation will follow.

5.2.6.2.6. The Selected vendor is required to provide complete system documentation regarding the installed equipment. This information shall include system programming binders, pass word listings, one-line drawing of system connectivity with the data network and WAN, etc.

5.2.6.2.7. The City will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

5.2.7. Intent of Request-for-Proposal

The primary intent of this document is to provide the vendor with a reference point to design a complete telecommunications system that will satisfy the objectives of the City. The specifications provided herein are intended to facilitate the communications of the requirements of the City and are to be considered as the minimum requirements. These system details do not relieve the vendor of any responsibility for providing a technically and operationally workable system.

5.2.8. Format of Response

5.2.8.1. The proposal should follow the same outline as this Section of the RFP. Thus, each numbered section starting at the beginning should have an appropriate response such as **"read and understood and included"** or the pertinent information requested.

5.2.8.2. The proposer should address each point listed in the document directly below the numbered point. In this way, the City will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this RFP.

5.2.9. Vendor Company Information

5.2.9.1. Please provide a description of your company background to include the following:

- 5.2.9.1.1. Company financial statements
- 5.2.9.1.2. Age of company
- 5.2.9.1.3. Length of time in the telecom industry
- 5.2.9.1.4. Company ownership
- 5.2.9.1.5. Relationship with the proposed system's manufacturer
- 5.2.9.1.6. Number of employees
- 5.2.9.1.7. Number of office locations
- 5.2.9.1.8. Address of the nearest location to the City
- 5.2.9.1.9. Address of your local office responding to the RFP
- 5.2.9.1.10. Specific company representative assigned to be our contact, including name, address, phone, fax and email

5.2.9.1.11. Has your company experienced a workforce reduction in the past 5 years?

5.3. Voice Requirements

5.3.1. **System Locations – Overview** - The City is replacing its existing telephone systems at the locations detailed in the Table below.

5.3.2. Under this procurement the City will accept proposals for a VoIP premise and/or hosted/Cloud solution from any manufacturer capable of meeting both the voice and data communications requirements detailed in this proposal.

Location	Street Address	WAN Connection	Survivable
City Hall	300 Forest Ave.	10G Fiber	Included in CH
Police	580 Pine Ave.	10G Fiber	Included in CH
Fire #4	600 Pine Ave.	10G Fiber	Included in CH
Youth Center	605 Laurel Ave.	10G Fiber	Included in CH
Public Works Yard	2100 Sunset Drive	10G Fiber	Yes
Lighthouse Gift Shop	80 Asilomar Avenue	Planned VPN 15mb	Yes - POTS
Library	550 Central Ave.	Planned 100 MB Dedicated Ethernet	Yes
Little House	550 Central Ave.	Planned VPN	Included in Library
Community Center	515 Junipero Ave.	Planned VPN 15mb	Yes
Preschool	515 Junipero Ave.	Planned VPN 15mb	Yes - ncluded in Community Center
Cemetery	68 Asilomar Ave	Planned VPN 15mb	Yes - POTS
Lovers Point Pool	620 Ocean View Blvd	None	Yes - POTS

5.3.3. **System Configuration – Current** - Voice communications services today for the facilities are primarily provided through PRI service.

5.3.3.1. The City may convert to SIP services. Please quote the requested SIP software, hardware and labor as an option. The counts listed for SIP services are the required simultaneous conversations

5.3.4. System Configuration – Quantities for Purposes of the RFP

5.3.4.1. The proposed system must be configured to provide the quantities detailed in Table below:

	Station - Type 1	Mobility App License	Station - Type 2	Station - Type 3	Station - Type 4	Station - Type 5	Paging Access	PRI	Optional SIP	Analog Trunks/POTS
City Hall	2	12	30	5	1	3				0
Police	2	23	18	10	1		1	1	1 (15)	5
Fire #4 (Monterey)	1		1							0
Youth Center	0		5							0
Public Works Yard	0	10	10				1		1(15)	2
Lighthouse Gift Shop	1		2							1
Library	1		7	1	1	1				2
Little House	0		1			1				0
Community Center	1	2	4							2
Preschool	0		1							0
Cemetery	0		1							1
Lovers Point Pool	0	1	0							1
Spares			2	2						
Total	8	48	82	18	3	5	2	1	2 (30)	14

5.3.5. Telephone station requirements

5.3.5.1. Type 1 – Single-line analog station ports.

5.3.5.1.1. These Ports will terminate in existing Modems and Fax Machines

5.3.5.2. Mobility Application License – This license should be able to be loaded onto the User’s smart-phone to enable that user to be able to:

5.3.5.2.1. Receive calls from their City DID telephone number,

5.3.5.2.2. Provide the user with call control to enable the user to transfer a call to another City extension

5.3.5.2.3. Allow the user to place outbound calls (using the App and the Cell Phone) and provide out-bound caller ID information showing the City or individual DID telephone numbers and not providing the specific cell phone number.

5.3.5.3. Type 2 – A minimum of 8-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, a multi-line display, and a speakerphone.

5.3.5.4. Type 3 – A minimum 16-line telephone with a multi-line display plus 8 programmable features plus fixed or flexible

feature keys for conference, transfer, forward and hold capabilities with a speakerphone.

- 5.3.5.5. Type 4 – Side Cars – Provide 24/48 button Busy Lamp Field (BLF) and Direct Station Selector (DSS) functionality. Button functionality 24/48 Button capacity.
 - 5.3.5.6. Type 5 – Conference Room Station. High quality wireless speaker phone designed to provide communication services in conference rooms of various sizes throughout City locations. Wireless phone to base application preferred. (i.e. Polycom Sound Station 2W – type of operation)
 - 5.3.5.6.1. Please note – this does not require you to propose only the Polycom example. This example was used to illustrate the operation the City prefers. If other speakerphones are proposed, we will review their operation accordingly.
 - 5.3.5.7. Vendors are asked to make sure the count of any type of ports for these conference room phones are included in the system design, regardless whether they are IP or Analog stations.
 - 5.3.5.8. Telephone sets must be provided with a minimum of a 10/100/1000 switch port.
 - 5.3.5.9. The pricing section will require pricing on all models of currently available station equipment.
 - 5.3.5.10. Please provide detailed description of the digital displays included with the proposed station hardware. Specifically, we are interested in station sets that provide easily viewable displays with contrasting shades or colors for easy viewing.
 - 5.3.5.11. Wireless Headset Tools – Please provide the operational details and cost for a wireless headset solution to potentially be deployed in various departments in the City. Please describe the headset's functionality as it relates to providing the ability to answer calls, place callers on hold, and transfer calls using controls on the headset itself.
 - 5.3.5.12. 802.11 Certified Wireless Handset – The City is interested in the potential use of telephones that can provide wireless handset mobility. Please describe the capability and whether the proposed system can provide this capability.
 - 5.3.5.13. Vendors are required to include all new telephone sets in the proposal as included with the proposed system. As a separately quoted option, vendors can propose refurbished telephone sets. Please use the separate table in the pricing section.
- 5.3.6. PSTN Trunking Requirements
- 5.3.6.1. The proposed system must be able to allow both SIP and PRI circuits to terminate directly into proposed equipment. The intent is to utilize PRI or SIP as the primary inbound / outbound local service facility. The quantities and locations of PRI/SIP terminations are detailed in the equipment Table above.

- 5.3.6.1.1. Please propose the system with software, equipment and labor for SIP services as an option.
- 5.3.6.2. The systems must be configured to provide analog trunking, as detailed by location in the Table above. The analog trunks will provide back-up connectivity in the event of a PRI or WAN failure. The analog trunks, regardless of their location, must be able to work interactively with the PRI services such that the analog facilities are part of the normal inbound/outbound traffic pattern.
- 5.3.6.3. The systems must be configured to provide analog trunking, as detailed by location in the Table above. These lines will also be used to provide local address information to the PSAP in the event 911 is dialed. The proposed server or gateway for each location must be able to use these local lines for this 911 location identification function.
- 5.3.6.4. Each location as indicated in the Table above will have additional analog facilities to provide PSTN access in the event of a PRI, WAN, call processor, router, or any other hardware or software failure of the system. The City is only interested in systems that can provide survivability using these lines.
- 5.3.6.5. **Extension of Teleco DMarc** – The telephone company point of demarcation for telecom services is in the lower level of Police Department. Please include a quote for you to extend these connections from the lower level to the second-floor data center.

The City currently has a number of cable runs between these two rooms and would be willing to use those cable runs for this purpose. The selected vendor will be responsible for identifying the available cable or installation of a new cable.
- 5.3.7. Required Features – The following features are required.
 - 5.3.7.1. The City requires the proposed system to provide the following required features. **For each feature listed, indicate if the feature is "standard" or "optional"**. In a table, please provide a separate, detailed itemization of any feature listed as "optional" and the price to provide the feature.
 - 5.3.7.2. **Also, include any feature indicated as "optional" in the itemized pricing.** The feature descriptions are intentionally generic. If the proposed system is incapable of providing a specific functionality as described, provide a detailed explanation on any alternatives available in the proposed system to provide similar functionality.
 - 5.3.7.3. Abbreviated Dial with Off-Hook Indications - Capability to have a visual indication of the off-hook condition of another station and then automatically dial that station through the depression of an associated key.
 - 5.3.7.4. Account Codes
 - 5.3.7.5. Alarm Indication on Attendant Console

- 5.3.7.6. Automatic Recall – Describe the options available to the City.
- 5.3.7.7. Automatic Call Back - Describe the trunking application of this service. Will auto-callback queue for a trunk group? Must all callers accessing the trunk group be offered callback queuing?
- 5.3.7.8. Automatic Hold - On a multi-line telephone, when a called party on an active line answers a second line, the first call is put automatically put on hold without the called party depressing a hold button.
- 5.3.7.9. Call Coverage
- 5.3.7.10. Call Forward-Busy
- 5.3.7.11. Call Forward-No Answer
- 5.3.7.12. Call Forward-Variable
- 5.3.7.13. Call Forward-External Telephone Number - How is this feature activated? Can a remote user deactivate the feature? Can a remote user invoke the feature? Can a remote user program a new external target? Can the system detect a busy/do not answer condition at the external target, and then route to a different, pre-defined, internal or external target?
- 5.3.7.14. Call Forward-All Calls
- 5.3.7.15. Call Hold
- 5.3.7.16. Outbound Caller ID – Please describe the proposed system’s capabilities to allow the City to define the telephone number provided when individuals place calls outside the system.
- 5.3.7.17. Incoming Caller ID – Please define the proposed system’s capabilities to provide incoming caller ID.
- 5.3.7.18. Call Park
- 5.3.7.19. Call Pickup (Directed and Group) - Please describe any limitations regarding the number of telephones that can be included in a single pick up group. Please describe any limitations on the number of pick up groups the system can provide.
- 5.3.7.20. Call Routing - Describe in detail the programming sequence for routing busy and unanswered calls. How many destinations or targets (i.e., if A is busy go to B, if B is busy go to C, if C is busy go to D, etc.) can be programmed for external calls? For internal calls? Can the routing be different for external and internal calls? Can different routing sequences be employed dependent on time-of-day? Day-of-week? Can a routing sequence have first an external target, and if that target is busy or does not answer, then look to an internal target?
 - 5.3.7.20.1. Can routing to voicemail greetings be different for internal and external calls?
- 5.3.7.21. Call Transfer (Screened and Unscreened) - Specify any limitations on the retention of caller ID, trunk group ID, or

DNIS ID information in transferring. That is, will there ever be a loss of caller identification because of multiple transfers of a single call? If so, specify the information that will be lost and after how many transfers will the loss occur.

- 5.3.7.22. Call Waiting Indication (Visual and Audible)
- 5.3.7.23. Camp-On (from Other Extensions)
- 5.3.7.24. Class of Service (COS) - The system should allow a system manager to set access privileges for each extension.
- 5.3.7.25. Standard Conferencing - What is the total number of callers that can participate in a conference call? How many internal callers? How many external callers? Is there a limit on the number of conferences occurring simultaneously in the proposed system? If so, what is the limit?
- 5.3.7.26. Conference Bridge – Please provide a proposal for a Conference Bridge including the needed equipment and operational software to provide a conference bridge to allow 8 to 10 conference participants. Please itemize the cost of the system in the Optional Equipment table later in the RFP.
- 5.3.7.27. DNIS Compatibility
- 5.3.7.28. Distinctive Ringing – Is there a different ring tone for internal vs. external call?
- 5.3.7.29. Directory - Describe the capability of the proposed digital / IP station sets to provide a name database look-up through the display. Is there a single key depression dialing of a name appearing in the display? Is this functionality transparent between systems?
- 5.3.7.30. Mobility App Directory Dialing – Please describe the proposed system’s capabilities to provide the ability for users of the Mobility App to scroll through the City Directory and place calls without dialing the extension.
- 5.3.7.31. Mobility App External Directory Dialing – The City has lists of contacts including telephone numbers that are used by specific departments. These lists of contacts are currently in the City’s Google Contacts and will also be in Outlook contacts once the City moves to Office 365. Please describe the proposed system’s capabilities to allow the proposed mobility app to autodial from these lists.
- 5.3.7.32. Do Not Disturb
- 5.3.7.33. Executive Busy Override
- 5.3.7.34. Incoming Line Identification
- 5.3.7.35. Hot Desk Operation – Allow system users to log in and log out of telephones throughout the system.

- 5.3.7.35.1. Initially, the City anticipates potentially 20 users throughout the City who will use this feature. These users could be logging into the system at all locations.
- 5.3.7.36. Paging and Intercom Operation – Proposed VoIP System – The system should provide the ability for the City to define specific stations to be included in an intercom.
 - 5.3.7.36.1. This system should also provide the ability for the City to perform pages throughout the system using the speaker on the telephones. The page groups would be defined for each location.
 - 5.3.7.36.2. Please explain the limitations (if any), additional software needed to enable this function and proposed system capabilities.
- 5.3.7.37. Last Number Redial
- 5.3.7.38. Line Privacy - When active, this feature should prevent all other parties from breaking into a call.
- 5.3.7.39. Music on Hold - Music-on-hold must be applied on station selective basis. System must support .wav, .mp3, .wmv, .m4a files as the music source.
- 5.3.7.40. Mute key
- 5.3.7.41. Night Answer Mode
- 5.3.7.42. Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, the customer service group may need to send out the main list number, while the accounting and finance groups may choose to send out their own DID number on outgoing calls.
- 5.3.7.43. Paging Access
- 5.3.7.44. Priority Queuing
- 5.3.7.45. Remote Call Forwarding – Ability to invoke or change call forward target from a remote location. That location may be either another phone on the system or at a location not on the system.
- 5.3.7.46. Remote Diagnostics/Remote Maintenance
- 5.3.7.47. Save/Repeat Dialing
- 5.3.7.48. Speed Dialing (System, Group, and Station – specify quantities)
- 5.3.7.49. Station – to – Station Intercom - Capability to depress a specific key, dial a two-digit code, activate a line associated with a specific key on another station, and on answer establish a talk-path.
- 5.3.7.50. Station-to-Station Paging – Please describe the options and limitations regarding the proposed system’s ability to provide

paging functionality through the speakers on the proposed phones.

- 5.3.7.51. Hands Free Answer Back – **Optional Feature** - Please describe the proposed systems ability to provide this feature. When a page or intercom call is placed to a specific phone, the calling person’s voice is heard through the speaker on the phone that was called. Please advise if the system can allow the called party to respond to the page or intercom call by just talking back to the phone, without lifting the receiver or pushing a button on the phone.
- 5.3.7.52. Station Hunting – Circular - Busy station has a specific station to which calls are routed and hunting sequence is identical each time a call occurs. That is, station A hunts to B, which hunts to C, which hunts to D.
- 5.3.7.53. Station Hunting – Distributed - Busy station hunts to a group of stations, and the hunting sequence are random. That is, A hunts to B, C, or D based on random selection.
- 5.3.7.54. Traffic Measurement/Traffic Reports - The proposed system should provide basic traffic information and make this information available through the System Management device provided. This information should be sufficiently detailed so that the proposed administration system can produce traffic reports.
 - 5.3.7.54.1. Blockage per trunk
 - 5.3.7.54.2. Blockage per trunk group
 - 5.3.7.54.3. Specific hunt group information
 - 5.3.7.54.4. Feature utilization
 - 5.3.7.54.5. Internal station to station calling
 - 5.3.7.54.6. For the traffic measurement information listed above, please answer the following questions:
 - 5.3.7.54.6.1. How is this information made available?
 - 5.3.7.54.6.2. Can the City develop customized reports? How long can the system store the information before customer retrieval?
 - 5.3.7.54.6.3. If data storage is limited can the data be moved to another media type and archived?
 - 5.3.7.54.6.4. Please describe the recommended solution to address this need.
 - 5.3.7.54.6.5. What database or software tool format is used for this data?
- 5.3.7.55. Transfer Call back to Attendant
- 5.3.7.56. Twinning – Please include the ability for the system to provide twinning to interact with the City’s mobile devices. The

operation should allow City system users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone) and move the call to/from the desk phone.

- 5.3.7.56.1. Please quote the cost for 20 optional twinning licenses. These will be used within various City locations.
- 5.3.7.56.2. If the proposed system includes this feature for all users, please provide a confirmation statement here.
- 5.3.7.56.3. Can Twinning be turned on and off automatically using the proposed telephone system's internal clock?
- 5.3.7.57. Unassigned Numbers - What happens when an internal caller dials an unassigned telephone number? What happens when an external caller dials an unassigned DID number? Please detail all options.
- 5.3.7.58. Variable Ring-tones on Telephone Stations - How many ring-tones are available on the proposed digital and/or IP telephones? Can the user change the ring-tones? The system must be able to add custom ring tones by user.
- 5.3.7.59. Voice Announce Intercom – Ability to dial a one or two digit number and automatically connect to another phone in a hands free mode.
- 5.3.7.60. Variable Call Recording – Ideally, the City would like the system to allow internal or external calls to stations be recorded On Demand from any station on the system and allows easy access to retrieving these recordings. Please describe any options for the proposed system to provide various levels of recording dynamically vs. recording all calls.
 - 5.3.7.60.1. Please include the **OPTIONAL** costs for recording.
 - 5.3.7.60.2. Please describe how the proposed system stores the recording, how they are indexed and how the City would retrieve various call recordings.
 - 5.3.7.60.3. Please describe the retention capabilities of the recording system. Can recordings be set to be retained for X number of days and automatically purged?
- 5.3.8. **Optional Costs - Call Accounting System and Call Detail Reporting** – Please provide a proposal for a call accounting system. Please itemize the cost of the system in the Optional Equipment table later in the RFP. Please provide the following information regarding the proposed Call Accounting System:
 - 5.3.8.1. Describe the specific relationship with the manufacturer.
 - 5.3.8.2. Reports for the proposed call accounting system should provide the ability for the City to obtain reports providing calling activities for all stations, allocate calling expenses to various departments, length of calls, frequency of calls to a specific number, internal station to station calling, etc. Please describe the functions of both the proposed system(s).

- 5.3.8.3. The proposed telecommunications system and Call Accounting System should provide the ability for the City to obtain call accounting information for both outgoing and incoming calls. Please provide a description regarding how the system can provide this function.
- 5.3.8.4. The City would also like to be able to gather information regarding internal station-to-station calling. Please describe the proposed system's capabilities to provide this capability.
- 5.3.8.5. Your description should also include any monthly costs. Please provide details.

5.3.9. Optional Costs - Advanced Call Center Tools - Cradle to Grave Reporting Information – The City is interested in obtaining features or an adjunct system to provide advanced call center tools and reporting capabilities and cradle to grave call reporting. For your information – a comparable tool would be TASKE.

- 5.3.9.1. Please describe how the proposed system can accommodate this feature and include an optional quote for this type of system.

5.3.10. Optional Costs - ACD Features – the City prefers the proposed telephone system to be equipped with the following ACD features. It is anticipated that this feature will initially be used in the City Hall and Police Department and to provide a similar functionality for other departments as listed in Table 3.3.1.

- 5.3.10.1. The Phone counts for the type 2 phones should be 10 ACD seats.
- 5.3.10.2. Two of the requested 10 seats should be supervisor licenses.
- 5.3.10.3. The City would like to build a combination of potentially one-person ACD queues or be able to deploy a group of telephones in the City Hall and/or various users throughout the system.
- 5.3.10.4. Please define what the proposed system will do when the agent in a single person ACD group is logged out. Will the system use an Automated Attendant to answer, will it forward or overflow? Please provide a review of the options for the City.
- 5.3.10.5. The City would like the proposed system to allow for the ACD to operate seamlessly throughout the City operation.
- 5.3.10.6. Agents/Staff logged on in at any site should be part of the same ACD Split allowing statistics to be combined.
- 5.3.10.7. Due to the wide variety of system features, it is possible that the proposed system might not have all the features listed below. If this is the case, please provide an explanation on any alternatives available in the proposed system to provide similar functionality.

5.3.11. ACD Reporting - Include complete feature documentation including the following:

- 5.3.11.1. ACD Queue Projected Hold Time Announcements
- 5.3.11.2. ACD Queue Caller in Queue Count

- 5.3.11.3. ACD Queue should offer the callers in queue an option to leave a message to be called back. The resulting message should be placed in the queue allowing the caller retain their original place in line. The system should then present the message to the agent for the return call.
 - 5.3.11.3.1. Please provide information regarding how the return call is presented to the agent and whether the system will automatically place the call.
 - 5.3.11.4. Archiving capability
 - 5.3.11.5. Average Speed of Answer
 - 5.3.11.6. Report generation capability for a system to support all agents.
 - 5.3.11.7. Real time agent status
 - 5.3.11.8. "Wrap up" / "Reason" codes
 - 5.3.11.9. Real time abandoned call report
 - 5.3.11.10. Hold time for abandon calls (including short call abandon report)
 - 5.3.11.11. Easy access to historical information
 - 5.3.11.12. Customizable reports (i.e. Crystal Reports, etc)
- 5.3.12. ACD Alerts
- 5.3.12.1. Agent Alerts – The City is interested in allowing the agents to choose between either audible or visual alerts. Alerts should provide the agent with notification of various conditions that exceed certain City definable thresholds. Specifically, the system should provide status of call, current and cumulative group objectives, any queued calls, length in queue, etc.
 - 5.3.12.2. Supervisors Alerts – The City is interested in allowing the supervisors to choose between either audible or visual alerts. Alerts should provide the supervisor with notification of various conditions that exceed certain City definable thresholds.
- 5.3.13. Agent Licenses – The proposed system should include licenses necessary to provide for agents, groups and supervisors as identified. As mentioned above, 2 of the licenses requested should be supervisor level.
- 5.3.14. ACD agents also answer calls directed to personal DID while logged in as an agent. A call directed to an agent's personal DID should follow pre-assigned call routing if the agent chooses not to answer. Incoming caller ID information for the next incoming call should be provided to the agent's display while on a call.
- 5.3.15. Dynamic Agent Assignment – Please describe the proposed systems' ability to allow the City to dynamically control agent assignment to various splits.
- 5.3.16. Agents in Multiple Groups

- 5.3.16.1. Does the proposed system allow agents to be logged in, actively taking calls, in more than one split? If so, does this require multiple log-ins? Multiple lines?
 - 5.3.16.2. Is the agent provided notification prior to answer of which split the call is coming from? If an agent is logged into two splits, does that count as two agents in determining system capacities?
 - 5.3.16.3. The City is interested in having report statistics captured and stored at the agent level providing the capability to identify the agents' call volume by group and skill. Please describe how the proposed system provides this capability.
- 5.3.17. Announcements
- 5.3.17.1. A single ACD split must be able to answer for multiple caller and multiple applications. The City is interested in supplying customized caller announcements in queue, based on the called number.
 - 5.3.17.2. Each ACD group must be provided with at least two (2) recorded individualized recorded announcements
- 5.3.18. Disaster Recovery Issues
- 5.3.18.1. System Outages
 - 5.3.18.1.1. When software maintenance is performed on the system, is a restart required?
 - 5.3.18.1.2. Typically, what will the duration of a system restart be for a system of this size?
 - 5.3.18.1.3. What, if any manual intervention is required for a restart?
 - 5.3.18.1.4. In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
 - 5.3.18.2. Disaster Back-up Service
 - 5.3.18.2.1. Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
 - 5.3.18.3. Software Back-up and Restoration
 - 5.3.18.3.1. Describe the process for downloading the system software to a back-up media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voice mail? Both? Can they be backed-up simultaneously? On the same media? As part of a maintenance contract will your personnel perform the back up and keep off-site spare?
- 5.3.19. 911 Compatibility

- 5.3.19.1. Describe how the proposed system will provide street address information to the local Public Safety Answering Point (PSAP). Include any costs - software, equipment and/or telephone utility – required to accomplish this notification. It will be the responsibility of the selected vendor to provide for this capability and demonstrate to the customer, through live testing, this capability is operative prior to system cutover.

Please provide a quote for each of the 911 approaches below:

- 5.3.19.2. **911 Type 1** – this will provide building and address specific information to the PSAP.

5.3.19.2.1. Will provide on-network notification (to any endpoint on the City data network)

5.3.19.2.2. Will provide notification to County-owned smartphone mobile devices

- 5.3.19.3. **911 Type 2** – this will provide building and zone specific address information to the PSAP.

5.3.19.3.1. Will provide on-network notification (to any endpoint on the City data network)

5.3.19.3.2. Will provide notification to City-owned smartphone mobile devices.

- 5.3.19.4. **911 Type 3** – this will provide building, room, cube, and device specific address information to the PSAP.

5.3.19.4.1. Will provide on-network notification (to any endpoint on the City data network)

5.3.19.4.2. Will provide notification to City-owned smartphone mobile devices

- 5.3.19.5. Provide specific documentation indicating your proposed system complies with all 911 regulations of the FCC, the State of California. How can the proposed system provide for 911-location notification by station number? As an option, provide the necessary hardware and software to provide this feature. Please include all relevant telephone utility costs.

- 5.3.20. E911 Operations Integration / Police Voice Recorder Integration

- 5.3.21. **System Management** - The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.

5.3.21.1. Multiple Users - The system must interface to the Local Area Network (LAN) and allow for access and change capability for multiple, simultaneous users.

5.3.21.2. Printing Faceplates – The requirement to print face plates will disqualify the proposed vendor and system.

- 5.3.21.3. Inventory Information - The system must provide inventory information on the number and type of telephone stations.
 - 5.3.21.4. Trunking Information – the system must provide access to the information required.
 - 5.3.21.5. Alarm Notification – System must provide for an alarm system that notifies both the remote maintenance center and the client, if certain client-programmed system performance thresholds are exceeded.
 - 5.3.21.6. Recent and Past Change History - The proposed system must provide documentation on both recent changes to an element of the system (station, trunks, etc.) and all past changes to an element of the system.
- 5.3.22. Training
- 5.3.22.1. Include in your proposal a detailed explanation of the training you will provide for station users, as well as the management and system administrators. Please indicate on which functions the system administrator will be trained.
 - 5.3.22.2. The system pricing detailed must include:
 - 5.3.22.2.1. Classroom training, on working telephones, led by vendor provided instructors, for all users, on-site at the City.
 - 5.3.22.2.2. System programming, reporting, management, and configuration training, led by vendor provided instructors, for four management personnel.
 - 5.3.22.2.3. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if the City's staff completes various levels.
- 5.3.23. **Acceptance** - The City requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.
- 5.3.24. **Financial Information** - Detailed pricing information is needed on the system. Provide the following financial data:
- 5.3.24.1. The response **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to:

- 5.3.24.1.1. Complete installation of all system components and software.
- 5.3.24.1.2. Complete programming of all system components and software.
- 5.3.24.1.3. Complete testing of all system components and software prior to system cutover, including QOS testing.
- 5.3.24.1.4. PSTN coordination including:
 - 5.3.24.1.4.1. Coordination of PRI and/or SIP trunk installation with the PSTN service provider selected by the City.
 - 5.3.24.1.4.2. Coordination of calling plan to allow for four-digit dialing between stations.
 - 5.3.24.1.5. On-site station reviews and determination of user requirements.
 - 5.3.24.1.6. Full system configuration documentation provided to the City to include all station features and function, complete trunking configuration information, and complete call flow information by station.
- 5.3.24.2. Cost detail for any non-standard features and optional items as detailed in the system specifications.
- 5.3.24.3. Any additional charges which apply for shipping and handling. Please specify dollar amounts.
- 5.3.24.4. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
- 5.3.24.5. Add/delete cost schedule for all system components, software, and station equipment - details on addition or deletion of all network components must be included. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
- 5.3.24.6. Maintenance costs for the system for Year 1 and for Year 2, as configured. Please show each year separately.
 - 5.3.24.6.1. Please describe any Parts Labor Warranty included in the proposal.
 - 5.3.24.6.2. Clearly specify the warranty period for all hardware and software components.
 - 5.3.24.6.3. A specific maintenance cost must be clearly itemized for business day service on all proposed equipment and software.
- 5.3.24.7. Equipment Leasing Options – Provide the interest rate and monthly lease rate factor for three-, five-, and seven-year lease options.

5.3.25. **Estimated Implementation Plan** – Please provide an estimated implementation plan with various milestones assuming the contract would be awarded by the end of June 2019.

5.3.26. References

5.3.26.1. Provide at least three references of similar installed systems in the area, using the tables provided below – expanding them as necessary to include all relevant information. The references must be for VoIP Enabled or VoIP system installations, multi-locations customers, with a minimum of 100 telephone stations, and a centralized voice mail system.

5.3.26.2. While you are free to provide any references, ideally, the City would like to talk with other municipalities.

5.3.26.3. The City may wish to conduct site visits with one or more of the references provided below.

5.3.26.4. Be advised, references are a major element of the customer’s selection criteria.

Reference #1	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on number of locations and phones	

Reference #2	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on number of locations and phones	

Reference #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on # of locations and phones	

5.4. Voice Mail System

The City requires voice mail functionality as part of this procurement. The proposed voice mail system must be compatible and integrate with the system being proposed. The vendor is required to gather configuration information and provide a turn-key installation.

The proposed system should allow the City to define a call coverage forwarding path depending upon if the call to the station is an internal or external call. It should allow the City to define by Station how the user would like his or her telephone to forward to the coverage point or voicemail. A coverage point is defined as any other phone on the system or the voicemail system. Please explain how the proposed system could deal with this circumstance.

5.4.1. System Configuration

5.4.1.1. The City estimates a requirement for 133 initial users of the voice system. Clearly indicate the number of simultaneous calls the system will support as configured and the overall storage capacity, in hours, as the system is configured.

5.4.1.2. 23 of the stations will be Voicemail only licenses and are included in the 133 above.

5.4.1.3. The City provides Voicemail Boxes for many users throughout the City operation that do not have specific phones and will be using the Hot Desking operation to log in and log out of the system. Please describe the operation of the voicemail system in this environment.

5.4.1.4. The City prefers a non-blocking system, but requires no less than 15 simultaneous calls.

5.4.2. Specify the maximum capacity the proposed system provides.

5.4.3. Features - Specifically, the proposed system must have the following features:

5.4.3.1. Announcement Boxes

5.4.3.2. Immediately light a message-waiting lamp on the appropriate telephone when a message has been taken. This message waiting indication must be noticeable.

5.4.3.3. Automatically turn the message-waiting lamp off when all the messages have been heard and/or delivered.

5.4.3.4. Provide for automatically forwarding calls from a busy, unanswered, or call forward telephone to the appropriate mailbox without requiring the caller to dial a mailbox number or any additional codes.

5.4.3.5. If the caller does not wish to leave a message, the proposed system must allow the caller to escape from the voice mail system to a pre-programmed extension number. The system must allow for multiple targets for these "escape" calls. Does the proposed system have any limitation on the number of targets per system? Can the target be a telephone number outside the proposed system?

- 5.4.3.6. Allow an external caller to finish a message by simply hanging up. Systems that require the caller to touch a key on the telephone pad to save a message will not be considered.
- 5.4.3.7. Archive Messages - Describe the options for archiving stored messages and the process to accomplish this function. Clearly define the tasks of both station users and system administrators in the archiving function.
- 5.4.3.8. Check Receipt of Delivered Messages
- 5.4.3.9. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?
- 5.4.3.10. Changeable Passwords
 - 5.4.3.10.1. Can the user change passwords?
 - 5.4.3.10.2. Can the user be forced to change passwords?
 - 5.4.3.10.3. If so, can the administrator establish the frequency of the change?
 - 5.4.3.10.4. If so, by system or by station?
 - 5.4.3.10.5. What is the minimum password length? Maximum?
 - 5.4.3.10.6. Will the system provide a "lock-out" after input of invalid passwords?
 - 5.4.3.10.7. If so, is the number of invalid entries programmable by the user? Or is it system controlled?
 - 5.4.3.10.8. Can the voice mail password be the same as the user's network password?
- 5.4.3.11. Forward and Backward while Listening to a Message - Does the proposed system provide the capability to allow a user, when listening to a message, to skip ahead to a later part of the message, or backward to a past part of the message? Please be specific.
- 5.4.3.12. Guest Mailboxes
- 5.4.3.13. Group Mailboxes
- 5.4.3.14. Message Save
- 5.4.3.15. Message Delete
- 5.4.3.16. Message Pause
- 5.4.3.17. Message Privacy
- 5.4.3.18. Message Replay – explain the options available
- 5.4.3.19. Message Redirect and Comment
- 5.4.3.20. Message Respond
- 5.4.3.21. Message Retrieval Greeting - Explain the available options for the system greeting the caller hears upon retrieving messages. For instance, does the system indicate the number of messages not yet heard?

- 5.4.3.22. Message Rewind
- 5.4.3.23. Message Speed - Does the proposed system provide the user the capability to speed up or slow down the replay of the message?
- 5.4.3.24. Message Undelete
- 5.4.3.25. Mirrored Mailbox - Does the system provide the capability to store the same message in more than one mailbox?
- 5.4.3.26. Outbound Notification of Messages - This feature must include notification to a radio paging device, cellular telephone, email, or other telephony equipment.
- 5.4.3.27. Priority Notification of messages - This feature must allow a caller to select a priority or urgent status for message notification, and then provide for an alternative notification capability. For instance, a normal message may light a message-waiting lamp, while a priority message will out-call to a radio pager.
- 5.4.3.28. Priority Queuing of Messages
- 5.4.3.29. Recent and Past Change History - Describe the capabilities of the proposed system to provide documentation on both recent changes to an element of the system (mailbox, port, etc.) and all past changes to an element of the system.
- 5.4.3.30. Skip Forward Through Messages
- 5.4.3.31. Personalized Greetings – Multiple – Provide (at a minimum) the system users with the ability to have a greeting when there is no answer at their phone and another different greeting when they are on the phone, and explain any other options available.
- 5.4.3.32. Specifically, the City uses Temporary Absence Greetings throughout the operation. Please describe the proposed system’s capabilities regarding this specific feature.
- 5.4.3.33. Personalized Greetings – Menu - Will the system provide a menu of options in an individual user’s greeting? For instance, “If your call is about A, press 1. If your call is personal matter, press 2.” If the caller selects 1, the message is recorded simultaneously in two pre-selected mailboxes, or routed to a different mailbox than if the caller selects 2.
- 5.4.3.34. Scheduled Delivery of Message
- 5.4.3.35. Speech Recognition - Can the proposed system provide command access through user speech? If so, clearly describe the functionality, features, limitations, and as an option provide pricing for all required system hardware and software components to implement this feature.
- 5.4.3.36. Message Distribution Lists - Please provide a detailed explanation of the procedure for creating and broadcasting a voice mail message to voice mail users in a distribution list. Clearly define any limitations on the number of distribution lists

per user and the number of users per distribution list. Can distribution list be "chained" to effectively increase the number of users per list? Is there a system-wide broadcast capability? If so, how is it controlled and managed for sending and receiving?

5.4.3.37. Remote Access - The system must allow users to access their mailbox from outside of the system without the assistance of an operator.

5.4.3.38. System Administrator Reports - Please indicate what types of management reports are available with the proposed equipment. Also, indicate if additional hardware/software is required to generate the management reports.

5.4.3.39. The City requires these reports to be able to be obtained in both printed and electronic format. Please indicate if this is included and what the electronic format used. If the reports are in a proprietary form, please describe any conversion process.

5.4.3.40. Please indicate whether the proposed voicemail system will provide City with the ability to review voicemail box activity and when each box was accessed. This feature may provide a valuable tool to determine if voicemail boxes are being checked and managed.

5.4.3.41. Variable Settings for Maximum Message Length

5.4.3.42. Time-of-Day Stamp

5.4.4. Training

5.4.4.1. Include in the proposal a detailed explanation of the training you will provide for voice mail users, as well as the system administrators. Please indicate on which functions the system administrator will be trained. At a minimum these must include station programming and system back-ups.

5.4.4.2. The system pricing detailed must include:

5.4.4.2.1. Classroom training, on working telephones, led by vendor provided instructors, for all users.

5.4.4.2.2. System programming, reporting, management and configuration training, led by vendor provided instructors, for four management personnel.

5.4.4.2.3. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and what certifications would be provided if the City's staff completes various levels.

5.4.5. **Automated Attendant Function** – The City will use various Automated Attendant functions for departments throughout the City to handle various types of incoming calls. Direct Inward Dialing will be used in conjunction with this function. The automated attendant should provide functions for the following:

5.4.5.1. After Hours Announcement and options.

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- 5.4.5.2. Preprogrammed Alternative for Holidays.
 - 5.4.5.3. Custom greetings for special events.
 - 5.4.5.3.1. The City's personnel want the ability to prerecord messages and/or greetings for holidays, office closings, etc. and to change from one greeting to another from a remote location, not on the system. Please explain in detail how this would be accomplished.
 - 5.4.5.4. Provide various exits from the Automated Attendant.
 - 5.4.5.5. The system must allow the caller to dial his or her choice at any time during the message.
 - 5.4.5.6. Does the proposed system require callers to end all commands using the # sign? Please describe what the operation is and if there are options regarding this item.
 - 5.4.5.7. The City also uses the Automated Attendant at each location as over-flow coverage in the event that local City Administrative support is busy on another telephone call, the Automated Attendant for that specific location answers the incoming call and offers the standard choices defined by that location.
 - 5.4.5.7.1. This is a required feature. Please describe the function and how the proposed system provides this feature.
 - 5.4.6. Message Integration
 - 5.4.6.1. Describe the proposed system's capability to provide for "unified messaging". The City utilizes Office 365 system. Pricing for unified messaging for all voice mail users must be included.
 - 5.4.6.2. Does the proposed unified messaging software integrate directly with Outlook, Exchange and Office 365? Does it provide direct dialing from the Contact list? If so, please describe how the products integrate.
 - 5.4.6.3. Does the proposed unified messaging software integrate directly with Outlook and Office 365? If so, please describe how the products integrate and what mail protocol options are available.
 - 5.4.6.4. Which electronic mail protocol(s) does the Unified Messaging system support?
 - 5.4.6.4.1. IMAP, POP3, SMTP, others?
 - 5.4.6.4.2. Please discuss the pros and cons of each in a Unified Messaging environment with Office 365.
 - 5.4.6.5. When a voice message is received in a Unified Messaging environment, will the entire voice message be transmitted to Office 365 in addition to header information? If not, what will the user see in Outlook and Office 365 when they have received a voice message?

- 5.4.6.6. Please describe where the voicemail messages will be stored and whether the messages will be stored on a voicemail appliance or the Office 365 Environment.
- 5.4.6.7. Will the user be able to listen to voice messages through Outlook and Office 365?
- 5.4.6.8. In the experience of the vendor, on average, how much disk space does an average message consume within Exchange and Office 365? Are any compression algorithms available to reduce disk utilization?
- 5.4.6.9. Click to Dial Operation – Optional - Please describe how the system can provide click to dial operation from various sources including Outlook, Exchange and Office 2016 contacts and other sources.
- 5.4.6.10. Hyper-V Compatibility – The proposed desktop client should be compatible with Hyper-V.

5.5. Redundancy and Disaster Recovery Issues

- 5.5.1. **Redundant Operation** - Please design the proposed system to provide the ability to terminate existing PRI or newly installed SIP in **City Hall/Police and Public Works.**
- 5.5.2. The system should be designed to provide the City with redundant operations allowing these locations to be fail-over sites for each other both for telephone operations and trunking.
 - 5.5.2.1. The system(s) should also be configured to provide redundant power supplies, CPUs, and Disk/Drive Operation for the telephone and voicemail system.
 - 5.5.2.2. Ideally the system should provide Hot-Swappable Disk Drives.
- 5.5.3. Premise-Based Solution
 - 5.5.3.1. It is the intent of this procurement to install the core of the new systems in City Hall and utilize Public Works location as an active failover.
 - 5.5.3.1.1. Vendors should plan and design their system to allow the proposed system to be able to be failed over from one data center location to the other automatically.
 - 5.5.3.1.2. Please provide an explanation of the proposed systems capability to provide the active operation.
 - 5.5.3.1.3. It is the intent of the City that, in the event of a failure of one of the core system servers, no calls would be lost and stations would re-register to the available server automatically.
 - 5.5.3.1.4. Can the servers be virtualized using Hyper-V. The City only uses Hyper-V in their Data Centers.
 - 5.5.3.2. The Proposed system should also have both back up power supplies, CPU technology and Disk Drives.

- 5.5.3.2.1. Ideally, the system should provide hot swappable power supplies and disk drives.
- 5.5.3.3. System Outages
 - 5.5.3.3.1. When software maintenance is performed on the system, is a restart required?
 - 5.5.3.3.2. Typically, what will the duration of a system restart be for a system of this size?
 - 5.5.3.3.3. What, if any manual intervention is required for a restart?
 - 5.5.3.3.4. In the event of a primary processor failure, is the system configured with a backup processor? If so, describe the processor failover procedure.
- 5.5.3.4. Disaster Back-up Service - Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
- 5.5.3.5. Software Back-Up & Restoration - Describe the process for downloading the system software to a backup media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voice mail? Both? Can they be backed-up simultaneously? On the same media? As part of a maintenance contract will your personnel perform the backup and keep the off-site spare?

5.6. Hosted-Solution Proposals

- 5.6.1. If you are proposing a hosted solution your proposal must include:
 - 5.6.1.1. The phone types listed in the RFP
 - 5.6.1.2. Trunking and line design as requested in the RFP
 - 5.6.1.3. Detailed description of the design, connectivity to/from each site
 - 5.6.1.4. If you are using the City's data network to distribute your proposed hosted design, your proposal must include all components necessary to deploy the design. (i.e. network switches)
 - 5.6.1.5. The proposal must include all features requested in the RFP for users throughout the system.
 - 5.6.1.6. If the use of any of these features is measured and priced by the number of times the City uses the feature, your proposal must include the incremental cost of the use.
 - 5.6.1.7. The hosted solution must include the survivability for each site as requested in the RFP. This means that if the internet or WAN connection for an individual site is lost, the equipment installed locally is configured to use a local POTS line as it's back up.

- 5.6.1.7.1. Routing of specific telephone numbers to cell phones is not acceptable for recovery.
- 5.6.1.8. Pricing quotes should include any one-time costs and monthly costs for the proposed service for each location.
- 5.6.2. **Financial Information** - Please provide the following financial data:
 - 5.6.2.1.1. The response to MUST INCLUDE an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include:
 - 5.6.2.1.2. Complete installation of all system components and software
 - 5.6.2.1.3. Complete programming of all system components and software
 - 5.6.2.1.4. Complete testing of all system components and software prior to system cutover, including QOS testing
 - 5.6.2.1.5. On-site, department by department interview meeting station reviews and determination of user requirements
 - 5.6.2.1.6. Full system configuration documentation provided to the City to include all user features and function and complete call flow information by station
 - 5.6.2.2. Any additional charges which apply for shipping and handling. Please specify dollar amount.
 - 5.6.2.3. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - 5.6.2.4. Add/delete cost schedule for all system components and software. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
 - 5.6.2.5. Maintenance cost for the system, as configured, after the warranty period. Clearly specify the warranty period for all hardware and software components.

5.7. Maintenance and Warranty

- 5.7.1. **Warranty** - Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
- 5.7.2. **Factory-Trained Personnel** - Indicate the number of service personnel in the Chicagoland area factory-trained to maintain the proposed system, including the street address of the service location.
- 5.7.3. **Qualified Personnel** - Indicate the number of service personnel in the area qualified to maintain the proposed system, including the street addresses of the service locations. This should include factory-trained personnel, personnel trained by the vendor and all other individuals who can perform technical services on the system.

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- 5.7.4. **Service Centers** - Provide the locations and hours of operation of the service centers to be utilized.
- 5.7.5. The City may wish to conduct a site visit to the contractors' Service Center.
- 5.7.6. **Spare Parts** - Provide a general listing of the spare parts available from each of these service centers.
- 5.7.7. **Maintenance Plans** - Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance. Provide the monthly maintenance contract price based on the initial equipped configuration including details on how this price is computed. The City is capable of performing some basic maintenance routines. Please provide information on any charges associated with customer provided maintenance.
- 5.7.8. **Hourly Service Rates** - Indicate the hourly rate the City can expect for service not covered by warranty or service contract for each of the proposed systems.
- 5.7.9. **Maintenance Cost Escalation** - Provide the rate at which the maintenance contract costs are escalated including any contractual limits in escalation of costs.
- 5.7.10. **Modification Lead-Time** - Specify the amount of lead-time required for moves, changes, additions, and deletions.
- 5.7.11. **Repair Response Times** - Describe the expected and guaranteed response time for "regular" and "emergency" services. Indicate what you define to be "regular" and "emergency" service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable.
- 5.7.12. **Service Alternatives** - Indicate the provisions for service and spare parts if your business terminates, is subjected to a strike, or shutdown for any reason.
- 5.7.13. **Default** - State what recourse is available if the proposed system does not perform as quoted and the customer is faced with loss or interruption of service. Be advised that some form of liquidated damages for non-performance and/or system failure will be required in any final agreement.
- 5.7.14. **Performance of Maintenance** - Clearly identify if the proposer or a third party will provide maintenance services. The City will require the right to reject any third parties or sub-contractors under this agreement and in any event proposer will be responsible for all maintenance services.
- 5.7.15. **Remote Maintenance**
- 5.7.15.1. Provide information on the capabilities of the system to interact with the Remote Maintenance Center (RMC) of the proposer.
 - 5.7.15.2. How does the system notify the RMC of a trouble?
 - 5.7.15.3. What diagnostic capabilities does the RMC have?
 - 5.7.15.4. Can the customer communicate directly with RMC personnel?
 - 5.7.15.5. How frequent is the proposed system polled by the RMC for routine maintenance?

5.8. Pricing

5.8.1. **Pricing** - Expand the following tables as required to provide itemized, component pricing for the proposed system to meet the requirements. The component name should be clear and understandable, not a code or stock number. The Discounted Price must be the actual cost the City will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Discounted Price. **Please provide the options for our current PRI solution as well as a SIP solution.**

5.8.1.1. Telecommunications system as defined. Include all required components.

Facility	Qty	Price	Install	Total
(List all component parts of the system)				
City Hall				
Police				
Fire #4				
Public Works Yard				
Lighthouse Gift Shop				
Library				
Little House				
Community Center				
Preschool				
Cemetery				
Lovers Point Pool				
Voicemail System				
Unified Messaging				
Call Accounting System				
Sub-total – Hardware / Software				
Shipping				
General Install and Training				
Tax Exempt				
Total Purchase Price				

5.8.1.2. E-911 Station Locator Option Pricing

Solution	Component - Name	Qty	Discounted Price	Install	Total
Type 1	(List all component parts of the system)				
	Total Purchase Price				
	Migration Type 1 to Type 2				
	Migration Type 1 to Type 3				
Type 2	(List all component parts of the system) Shipping				
	Total Purchase Price				
	Migration Type 2 to Type 3				
Type 3	T(List all component parts of the system)axes				
	Total Purchase Price				

5.8.1.3. Optional Equipment

	Qty	Total Price	Install	Total
(List all component parts of the system)				
Call Accounting System				
Conference Bridge				
Automatic Call Distribution (ACD)				
SIP Trunking				

5.8.1.4. Additional Telephone Station Pricing

Station Type	Qty	Total Price	Install	Total

5.8.2. **Lease Rates** – Complete the following table for a \$1 buy-out municipal lease to finance the hardware/software costs of the proposed system

Term	Monthly Rate Factor	Effective Interest Rate
36-month Term		
60-month term		
84-month term		

5.8.3. **Maintenance Pricing** – Using the following table, please provide a detailed description and a maintenance quote that includes the following:

- 5.8.3.1. 7x24x365 Coverage
- 5.8.3.2. Software Upgrade Costs
- 5.8.3.3. Software Update Costs
- 5.8.3.4. Software Assurance
- 5.8.3.5. Hardware Coverage
- 5.8.3.6. Phone Coverage

Maintenance Support without Telephones

Component - Name	Qty	First Year Maintenance Costs	Total Annual Second Year Maintenance Cost
(List all component parts of the system)			
Total Maintenance Price			

Maintenance Support with Telephone Coverage

Component - Name	Qty	First Year Maintenance Costs	Total Annual Second Year Maintenance Cost
(List all component parts of the system)			
Total Maintenance Price			

5.9. Delivery and Installation

The City anticipates cutover of all locations to be completed by June 2019 or before. Please indicate whether this schedule can be met and identify the tasks, including site preparation that the City and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.

- 5.9.1. **Implementation Plan** - Within five days of contract award, the vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of the City during the implementation process.
- 5.9.2. **Risk of Loss** - Please state when the customer assumes risk of loss or damage.
- 5.9.3. **System Physical Requirements** - Please indicate the requirements for each location, for:
 - 5.9.3.1. Floor Spacing
 - 5.9.3.2. Floor Loading
 - 5.9.3.3. Wall Space
 - 5.9.3.4. Environmental factors such as air condition and ventilation
 - 5.9.3.5. Minimum size door opening required for equipment movement
 - 5.9.3.6. Specify the electrical and grounding requirements for the proposed system. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, the vendor will be responsible for any necessary modifications.
- 5.9.4. **Equipment Reduction** - Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.
- 5.9.5. **Equipment Delivery** - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
- 5.9.6. **Manuals and Brochures** - Please provide hard copies and electronic versions the following as part of the proposal:
 - 5.9.6.1. Station user's manual
 - 5.9.6.2. Voice mail user's manual
 - 5.9.6.3. Any other pertinent reference information
 - 5.9.6.4. The City expects the selected vendor to produce a short version of the user guide to be provided to each system user. This guide should be customized to provide steps to use the features specific to the City's system design and selected feature group.

- 5.9.7. **Manufacturer Relationship** - Please describe your precise relationship with the manufacturer of the proposed system (i.e., dealer, distributor, branch, common parent, etc.) Proposers who do not hold primary full dealership status with the proposed manufacturer and who are dependent on secondary distributor arrangements to obtain product and direct access to manufacturer level engineers are not acceptable.
- 5.9.8. **Manufacturer's Commitment** - The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover. **If the vendor is other than the manufacturer, then a letter of similar commitment from the manufacturer must be included in the proposal.**
- 5.9.9. **Warranty** - The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Proposer shall, at their own expense and without cost to the City and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the City and at no additional cost.
- 5.9.10. **Software Assurance** – Maintenance and support quotes should include software assurance protection for the City. Please itemize this cost.
- 5.9.11. **Software Updates** – Please describe the following regarding available software upgrades:
- 5.9.11.1. How is the City notified of new software upgrades and tools available for **ALL** the systems proposed?
 - 5.9.11.2. Does your company require software updates at these intervals or are they included/or optional?
 - 5.9.11.3. Are software updates included in the maintenance contract?
 - 5.9.11.4. In the case of VoIP solutions, do you provide recommended/required software updates for all network hardware in addition to the proposed system?
 - 5.9.11.5. Please provide typical frequency of software updates on an annual basis.
- 5.9.12. **Test Plan** - The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include:
- 5.9.12.1. Testing of all connectivity between switches.
 - 5.9.12.2. Random testing of port connectivity.
 - 5.9.12.3. Verification of each VLAN.
 - 5.9.12.4. Verification of Internet access.
 - 5.9.12.5. Integration between Voicemail and Exchange – Unified Communications

- 5.9.12.6. Printed copies of all equipment configurations for the City's project manager review.
- 5.9.12.7. Conducting a final walk through inspection of the installation with the City's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
- 5.9.12.8. Completion of the punch list items and the request for a final acceptance walk through with the City's project manager.
- 5.9.12.9. Final acceptance of the installation.

6. Disclosures and Contractual Requirements

Please note that any exceptions to the following requirements, as well as other sections, should be addressed in a separate section of the Vendor's Proposal.

Bulletins and Addenda

Any bulletins or addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFP addenda are to be considered covered in the RFP and they will become a part of the awarding contract. Receipt of bulletins or addenda shall be acknowledged by the vendor in their RFP Proposal cover letter.

Rejection of Proposal

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the City may require the correction of any deficiency and accept the corrected Proposal.

Acceptance of Proposals

The City of Pacific Grove reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the low-price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.

Taxes

The City of Pacific Grove is Tax Exempt.

Compliance with Applicable Laws

Contractor agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the California Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Indemnification

Vendor will agree to defend, indemnify, and save harmless The City of Pacific Grove, its City Council, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, The City of Pacific Grove or its City Council, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of Vendor, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

Insurance

If the Proposal is accepted, vendors shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Vendor's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category and Minimum Limits

Workers' Compensation: statutory minimum. Vendor will certify that they are aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor certifies that they will comply with such provisions before commencing the performance of the work.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Commercial General Liability: \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing services hereunder.)

Professional Liability: \$2,000,000 per claim and aggregate.

Additional Insurance Provisions

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Vendor will ensure that the policies are endorsed to name The City of Pacific Grove, its Council, officers, boards, commissions, employees, and agents, as additional Insureds.

Cancellation. Insurance will be in force during the life of any final contract and any extensions of it and will not be canceled without thirty (30) days prior written notice sent to the City pursuant to the notice provisions of the final contract.

Failure to Maintain Coverage. If Vendor fails to maintain any of these insurance coverages, then the City will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverage. Vendor is responsible for any payments made by the City to obtain or maintain insurance and the City may collect these payments from Vendor or deduct the amount paid from any sums due Vendor under the final contract.

Submission of Insurance Policies. The City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

Primary Coverage. For any claims related to the final contract, the Vendor's insurance coverage shall be primary insurance with respect to the City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Vendor's insurance and not contributory with it.

Reduction in Coverage/Material Changes. Vendor will notify the City in writing pursuant to the notice provisions of the final contract thirty (30) days prior to any reduction in any of the

insurance coverage required pursuant to this RFP or any material changes to the respective insurance policies.

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of the City.

Termination for Default

In the event of a breach of any of the terms of this Agreement including the Contractor's warranties, the City may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.

Professional Liability

In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and will provide certificates of insurance upon request.

Intention

The vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the vendor shall be responsible for the implementation in a most professional manner of all items as shown in the Proposal, stated in the specifications, or reasonably implied, in accordance with the contract documents.

Rights to Submitted Materials

All Proposals, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of The City of Pacific Grove when received. The City reserves the right to use the material or any ideas submitted in the RFP.

Vendor Demonstrations

Select vendors will be requested, at no cost to The City of Pacific Grove, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

Tax Exemptions

The City of Pacific Grove is not subject to Federal Excise Tax, California Retailers Occupational Tax, California Use Tax or any federal transportation tax.

Correspondence

Correspondence shall be addressed to the Rick DeNoyer, IT Manager.

Prevailing Rate of Wages

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor.

If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the City will notify contractor and each subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

The California Human Rights Commission has adopted rules and regulations requiring the inclusion of some of the following in all of our contracts and purchase orders, and the same are hereby incorporated.

7. Required Forms

Please read all documents included in this packet. Execute the Required Forms in this section and include with the proposal. Questions regarding items for Proposal may be directed to the City contact for the RFP.

7.1. Contractor Information

Name of Contractor

Contractor Representative (print)

Address of Office (City, State, Zip)

Phone Number

Signature of Representative

Representative's Title

8. City of Pacific Grove Sample Purchase Contract

Following is the City of Pacific Grove standard purchase contract. The City intends to use this document as the purchase contract for this procurement. Please review and provide comment.

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES

(OVER \$35,000)¹

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and _____, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

_____.

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$ _____.¹

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: [scope of services/payment provisions, etc.]

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

¹ Approved by the Pacific Grove City Council on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is

finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

Exemption/Modification (Justification attached; subject to approval).

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products/Completed Operations, with minimum limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance

business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR’s failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City’s and CONTRACTOR’S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	Address
Address	Address
(831) 648-	Phone
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for

accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
City Manager

Contractor's Business Name*

Date: _____

By: _____
(Signature of Chair, President, or Vice-President)*

By: _____
Department Head

Name and Title

Date: _____

Date: _____

Approved as to Form

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

By: _____
City Attorney

Name and Title

Date: _____

Date: _____

Approved as to Fiscal Provisions²

By: _____
Finance

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

² Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

³ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.