

REQUEST FOR PROPOSALS

Competitive Negotiation pursuant to RCW 39.04.270

Project: Enterprise Communication System Replacement

Owner: City of Renton

Out for Proposals: June 8, 2011
Advertized Seattle DJC: June 8 & 11, 2011

Proposals Due: July 13, 2011 4:00pm

Renton City Hall, City Clerk's Office
1055 S Grady Way
Renton, WA 98057

Notice is hereby given that the City of Renton will receive sealed proposals at the Renton City Clerk's Office for the project and categories listed below pursuant to RCW 39.04.270 Competitive Negotiation:

The City of Renton desires a new enterprise communication system based on IP telephony technology to support and satisfy current and future operational requirements necessary to the daily workings of its organization. The City is requesting proposals for systems that meet the requirements as stated in the requirements sections of this document.

Contractors may obtain one set of RFP documents at no charge at: <http://rentonwa.gov/RFP>. Technical questions will only be accepted via email and must be submitted no later than 12 days prior to the deadline for RFP responses. Changes and updates to the RFP with all questions and answers will be posted on the web page above by July 6, 2011 at 4:00 pm.

This is a competitive negotiation process in accordance with RCW 39.04.270. The City of Renton will consider all the evaluation information obtained during the competitive negotiation process, and the City of Renton will consider the following significant evaluation factors in the following order of importance:

- The Proponent's ability to comply with the project specifications.
- Demonstrated proof that the Proponent, using its own employees, is registered and certified in the design and installation of the manufacturer's product with sufficient training to adequately complete the project to the City of Renton specifications.
- The Proponent's capacity to provide 24 x 7 system monitoring and technical support, at a level of support satisfactory to the owner.
- The Proponent's response to the Contractor's Qualification Statement, specifically including, without

limitation, prior experience on same or similar projects and references obtained from other project owners.

- Total proposal cost.

Although these are significant evaluation factors, the City of Renton reserves its unqualified right, without limitation, to consider any and all other factors that may significantly impact the project.

- The City of Renton's technical evaluation team will review all submitted proposals based on the above criteria.
- The City of Renton's technical evaluation team will evaluate the proposals, and in the event of no clear selection, may elect to hold interviews of the two or three leading candidates regarding the Proponent's ability to successfully complete the project.
- After receiving and reviewing the information that has been provided to the City of Renton during the proposal and technical evaluation process, the City of Renton will then select the proposal that is most advantageous to the City of Renton with price and other pertinent factors considered.

The City of Renton reserves the right to reject any proposal that does not, in the City of Renton's opinion, meet the City of Renton's project requirements. Further, the City of Renton reserves its right to reject all proposals.

No Proponent may withdraw its proposal for a period of ninety (90) days after the day of the proposal submittal date.

RENTON. AHEAD OF THE CURVE.

City of
Renton



TABLE OF CONTENTS

1	GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS	1
1.1	INTRODUCTION	1
1.2	BACKGROUND INFORMATION	1
1.3	EXISTING ENVIRONMENT	3
1.4	PROJECT SCHEDULE	4
1.5	PROPOSAL INQUIRIES	4
1.6	CITY RELEASE OF NETWORK INFORMATION	5
1.7	PRE-PROPOSAL CONFERENCE	5
1.8	SUBMISSION OF PROPOSALS	5
1.9	PROPOSAL CERTIFICATION	6
1.10	PROPOSAL RESPONSE FORMAT	6
1.11	GENERAL PROPOSAL CONSIDERATIONS	7
1.12	SUBCONTRACTORS AND THIRD PARTIES	8
1.13	PROPONENT QUALIFICATIONS AND MINIMUM REQUIREMENTS	9
1.14	MANUFACTURER QUALIFICATIONS AND MINIMUM REQUIREMENTS	10
1.15	PUBLIC ANNOUNCEMENTS	11
1.16	CONTRACT TEMPLATE	11
1.17	EVALUATION	11
1.18	EVALUATION CRITERIA	12
1.19	MANDATORY CRITERIA	12
1.20	ADDITIONAL TERMS	12
1.21	EXECUTION OF CONTRACT	13
1.22	COOPERATIVE PURCHASING	13
1.23	NO ASSIGNMENTS	13
1.24	NON-ENDORSEMENT	13
1.25	ONSITE DEMONSTRATIONS	13
2	TECHNICAL REQUIREMENTS	15
2.1	GENERAL SYSTEM ARCHITECTURE	15
2.2	SITES AND PROJECT PHASING	15
2.3	SINGLE SYSTEM OPERATION	17
2.4	SYSTEM RELIABILITY, SURVIVABILITY AND SECURITY	17
2.5	FEATURE SETS	19
2.6	STATION EQUIPMENT	21
2.7	STATION REVIEWS AND FINAL QUANTITIES	23
2.8	DESKTOP INTEGRATION	23
2.9	MOBILITY	23
2.10	MUSIC ON-HOLD	24
2.11	SYSTEM ADMINISTRATION AND MANAGEMENT	24
2.12	VOICE MAIL SYSTEM	25
2.13	CALL CENTER	28
2.14	E9-1-1 FUNCTIONALITY	29
2.15	NETWORK SERVICES	29
2.16	OPTIONAL CALL ACCOUNTING	30
2.17	OPTIONAL UNIFIED MESSAGING PLATFORM	30
2.18	OPTIONAL FAX SERVER	31
2.19	OPTIONAL VIDEO CONFERENCING	31
3	MAINTENANCE AND SUPPORT	32
3.1	DESIGN AND OPERATION	32
3.2	CONFIGURATIONS	32
3.3	EQUIPMENT MODELS	32

3.4	PRODUCT LIFE CYCLE	32
3.5	CURRENT INSTALLATIONS AND DEMONSTRATIONS	32
3.6	WARRANTY COVERAGE	32
3.7	EQUIPMENT REPLACEMENT	32
3.8	MAINTENANCE	32
3.9	ROUTINE REPAIRS.....	33
3.10	END OF WARRANTY PERIOD	33
3.11	MAJOR SYSTEM FAILURE	33
3.12	PREVENTATIVE MAINTENANCE.....	33
3.13	PERFORMANCE MONITORING.....	34
3.14	REMOTE DIAGNOSTICS	34
3.15	OPTIONAL ADDITIONAL SUPPORT SERVICES FOLLOWING CUTOVER	34
4	IMPLEMENTATION PLAN AND SCHEDULE.....	35
4.1	IMPLEMENTATION PLAN	35
4.2	SYSTEM INSTALLATION	35
4.3	EQUIPMENT DELIVERY AND STORAGE	35
4.4	SITE PREPARATION	36
4.5	SYSTEM CONFIGURATION AND PHONE STATION DESIGN	36
4.6	REGULATIONS.....	36
4.7	PAYMENT OF MATERIAL AND SERVICES.....	36
4.8	PREMISES	36
4.9	ITEMIZATION	36
4.10	CUTOVER PLANS	36
4.11	BURN-IN TESTING.....	36
4.12	PROJECT COMPLETION	37
4.13	DOCUMENTATION	37
4.14	EQUIPMENT DISPOSAL	38
5	TRAINING.....	39
5.1	END USER TRAINING.....	39
5.2	VOICE MAIL TRAINING	39
5.3	ATTENDANT TRAINING	39
5.4	CALL CENTER TRAINING.....	39
5.5	SYSTEM ADMINISTRATION TRAINING.....	39
5.6	CERTIFIED SYSTEM SPECIALIST TRAINING.....	39
5.7	POST-CUTOVER TRAINING	39
5.8	TRAINING ON OPTIONAL ITEMS.....	40
6	PRICING.....	41
6.1	PRICING FORMAT	41
6.2	APPROXIMATION OF QUANTITIES	41
6.3	PRICING TIMEFRAME.....	41
6.4	EXISTING SYSTEMS REMOVAL/CREDIT	41
6.5	PAYMENT SCHEDULE.....	41
6.6	AUTHORIZED SIGNATURE	41
6.7	SUMMARY PRICING	41
6.8	SAMPLE DETAILED PRICING – FORMAT (EXPAND AS NEEDED)	43
6.9	ATTACHMENT A – CONFIDENTIALITY AGREEMENT	44
6.10	ATTACHMENT B – PROPOSAL COVER LETTER	45
6.11	ATTACHMENT C – CONTRACT TEMPLATE	46

1 GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS

1.1 Introduction

The City of Renton (the “City”) is requesting proposals for a new enterprise communications system based on IP telephony technology to support and satisfy current and future operational requirements necessary to the daily workings of its organization. The new system is expected to enable City employees and guests to more effectively communicate and leverage available information technology resources.

The City’s current enterprise communications system is at the end of its productive life cycle and will be replaced in its entirety, except for select analog and IP communications devices. The new system is expected to have a useful productive life of at least 10 years, and must be designed and configured to support the future growth and expansion requirements of the organization in terms of both size and functional parameters. It is required that the new system must also be able to accommodate future technology enhancements that have the potential to increase operational effectiveness and ease implementation of new features, functions, and applications. It is the purpose of this Request for Proposal (RFP) to solicit responses from qualified vendors to fulfill these expectations and requirements.

The City requires the proposed system to be based on an IP telephony architecture design. For purposes of this RFP an IP telephony communications system utilizes an Ethernet-based LAN and an IP-based WAN, WLAN for transmission of control and voice communications signaling necessary to support some or all basic and advanced features and functions integral to the overall system solution. It is acceptable to the City that the proposed system be based on a mix of circuit and packet switching technology to support a diverse range of station user and system endpoint requirements (analog, digital, and IP station equipment and trunk interfaces), in the most effective and cost efficient manner possible.

The proposed IP telephony system design may be based on a mix of proprietary and industry standard communications protocols and interfaces, but must be able to support evolving Session Initiation Protocol (SIP) standards as required by the City at some future unspecified date. The City understands that use of proprietary technology may be necessary to optimize system performance capabilities until industry standards are proven to be as reliable and efficient as traditional enterprise voice communications system solutions.

1.2 Background Information

The City of Renton is located in King County, Washington and has a population of approximately 92,230 people. The City is managed as a Municipal Government and has approximately 735 permanent full time equivalent employees working at over 26 sites.

The following identifies the City’s departments:

City of Renton Departments		
Legislative	Court Services	Human Resources & Risk Management
Executive	Community & Economic Development	Public Works
City Attorney	Community Services	Finance & Information Technology
Police	Fire & Emergency Services	

This RFP and system purchase is a key part of a 2011 project to improve and update telecommunications services at the City. The project budget has been approved by the City Council. The project steering Committee includes the Director of Information Technology, Network Systems Administrator, Systems Specialist, and representatives from various City departments.

1.2.1 Project Goals

High level project goals are as follows:

- Goal 1: Implement a Telecommunication system with a minimum of 10-15 year life cycle
- Goal 2: Select appropriate systems for the agency. Systems should have the following attributes:
 - Vendor track record of reliability and ease of use given many 24/7 operations and public safety responsibilities
 - Vendor ability to provide and support standardized phones for a consistent predictable phone experience throughout the City
 - Vendor solution must be sufficiently flexible to meet unique needs for various city departments and communications requirements
 - Solution must provide extended address reporting to 911, improved call transfer and voice mail capabilities, and improved display capabilities over systems in place today
 - Solution should be designed with appropriate levels of redundancy, including in event of potential “disaster” situations, given that the City is key public safety provider to the community
 - Vendor solution must have successful track record and install base for customers of similar size and complexity to the City operations
- Goal 3: Maintain or improve customer service to the public through robust and flexible use of telecommunications technology.
 - The City places a high value on customer service. Public telephone numbers should be answered on a timely basis in an effective manner. Use of technologies that provide an automated response to an initial call should be designed with sensitivity to the provision of effective customer service.
 - Include public impact as part of discovery and planning processes. Provide seamless solution for main public telephone numbers.
 - Evaluate and improve non-DID phone numbering system.
 - Maintain and/or improve ADA-related communications capabilities.
 - Utilize open-source systems and industry standard equipment where possible
- Goal 4: Invest in enhanced phone-related technologies when cost-benefit review deems it in best interests of the City and if feasible within budget
 - Examples include ACD, unified communication, etc.
- Goal 5: Identify security implications and risks related to new telecommunication systems, and include risk identification as part of the implementation process.
 - Risks include technological/security risk, operations supportability and reliability
 - Predictability of ongoing operations expenses.
- Goal 6: Complete the project in a timely manner and within budget, reduce ongoing operating expenses where feasible.
 - Avoid cost overruns
 - Identify project costs and ongoing maintenance/upgrade costs for future budget planning.
 - Reduce operating expenses for carrier services
 - Take advantage of City fiber optic infrastructure when cost-effective to do so.
 - Use existing City staff resources as data gatherers and system implementers to reduce costs where possible.
 - Use a “train the trainer” approach and use department representatives during key project phases to reduce costs.
- Goal 7: Complete the project with minimal disruption to City services and communications.
 - Cutover plan to new systems and services should be carefully planned and well communicated.

1.3 Existing Environment

1.3.1 Telephone System

The current telephone systems serving the City consist of a series of independent, stand alone systems and one stand alone voice mail system. Local telephone service consists primarily of two (2) ISDN PRI business lines from Qwest. Long distance services are obtained through X5 solutions via Qwest PRI Trunks.

Most City telephone systems have been in operation for 10-15 years. Systems are not on hardware maintenance contracts. City Staff maintain basic programming and add/move/change work for most departments. Internal staff provides basic voice mail and training/troubleshooting support. NorTel Option 61 platform is the major install base, with Nortel Option 11, Rel. 25, 23 and NorStar systems at other locations. All Sites use the Call-Pilot voice mail system.

Some locations with a small number of staff and/or telephones use a single handset with Qwest Flat business line services.

The current phone systems specification is as follows:

Nortel Option 61C Succession 3.0	City Hall	Serial#: D13436
Nortel Option 11 Release 25	FS12/EOC	Serial#: 10243951
Nortel Option 11 Release 23	200 Mill	Serial#: 10053589
Nortel Option 11 Release 23	Senior Center	Serial#: 10053416
Norstars are all past end-of-life:	FS14	48x48 lines
	FS16	4x12 lines
	PW Shops	6x48 lines
	Golf Course	4x12 lines
	Boat House	4x4 lines
System capacity City Hall	Total card slots	3 IPE shelves, all slots full (3x15)
	Open card slots	0
	Analog licenses	192 (184 used, 8 available)
	Digital licenses	384 (360 used, 24 available)
	VoIP licenses	120 (106 used, 14 available)
Number of Handsets	Analog	184 used, 8 available
	Digital	360 used, 24 available
	VoIP	106 used, 14 available
	Analog to VoIP	15 Multi-Tech 2 Cisco (Boat House)
Line/Capacity	Incoming Lines	46 (2 ISDN PRI w/ 23 B & 1D each)
	Outgoing Lines	2 e911 (CAMA trunks)
	VoIP Capacity	2 ITG cards (max 192 handsets) and 120 licenses
Number of locations (offices) connected to PBX	T-1 over fiber	7
	VoIP handsets	6 - some locations use both technologies
Number of 1FB lines in service	69	These are split between voice & fire alarm

Number of PBXs (local & remote): 4 PBX, 5 Norstar key systems, 1 ShoreTel (not integrated)

Number of Handsets: Approximately 500 digital and 300 analog sets

1.3.2 Existing Network

The City's network is configured to support an IP telephony system. The new network electronics consist of HP, Cisco and Foundry switches with some 24 and 48 PoE ports.

Most City buildings that will participate in the new telephone system are connected by single mode fiber optic cable to City Hall at 1 Gbps.

Additional information regarding the network configuration may be provided to finalists at a later date. For the purposes of the RFP, Proponents shall assume that the City's network has been designed to support the IP telephony system. If Proponents believe that more detailed information is required to complete their designs, then Proponents may request additional information, and shall state their specific reasons for the request.

Proponents shall identify in their responses the ability of their proposed systems to integrate with a Cisco, HP or Brocade Foundry enterprise network using the switches described herein. Proponents shall provide evidence of such integration, and discuss the ease with which the switches and switch ports can be configured and managed with respect to their proposed systems.

1.3.3 Existing Cable Infrastructure

All locations that will receive IP telephone sets are equipped with category 5 or better cable from an existing wall or cubicle jack back to the appropriate wiring closet. For the purposes of the RFP, Proponents may assume that the horizontal cabling is installed per industry standard and will meet category 5 or better measurement criteria. If individual instances where the horizontal cabling can be demonstrated to be inadequate are uncovered during the installation process, the City will address these instances with the selected Proponent at that time.

1.3.4 Existing VoIP SIP Compliant Phones

The City currently has the following SIP-compliant VoIP phones and would like to re-purpose these phones where possible:

NORTEL IP PHONE 1120E = 20+ units

NORTEL IP PHONE 1140E = 80+ units

1.4 Project Schedule

The anticipated selection schedule is as follows:

Activity	Date
Advertise RFP	June 8, 2011
Pre-Proposal Conference	June 24, 2011
Last Date for Questions	July 1, 2011
Proposal Due Date	July 13, 2010 4:00 PM
Onsite Interviews/Demos with Finalists	August 11, 2011
Best and Final Proposal Due Date	August 31, 2011
Estimated Notice of Award	September 15, 2011
Implementation Period	September – January 2012

1.5 Proposal Inquiries

All inquiries related to this Request for Proposal process are to be directed, in writing, to the following:

Mehdi Sadri
Suite 110 – 1055 Grady Way,
Renton, WA 98057
Telephone: 425-430-6886
Email: MSadri@RentonWA.gov (preferred)

Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and will be available to all Proponents.

1.5.1 Proposal Updates

Any changes or updates to this proposal will be posted on the City's website. Proponents are responsible for checking for any changes.

1.6 City Release of Network information

The City of Renton will provide high level network information to potential proponents upon receipt of a Confidentiality Agreement, provided as Attachment "A". All individuals who will have access to view City network information should sign and submit this agreement. Proponents will be required to sign this document prior to participation in the pre-Proposal Conference.

In order to receive network information, please submit signed Confidentiality Agreements to:

Ron Hansen
Information Technology
1055 Grady Way
Renton, WA 98057
Email: RHansen@RentonWA.gov

1.7 Pre-Proposal Conference

A pre-proposal conference and walk-through to discuss the content of this RFP and answer any proponent's questions will be held **June 24, 2011 by appointment at 1055 Grady Way Renton, ROOM 726 Conferencing Center. You are strongly urged to attend since important relevant information will be discussed.** Proponents will be required to sign a Confidentiality Agreement, provided as attachment "A", in order to participate in the pre-proposal conference

To setup an appointment for the Pre-Proposal Conference on June 24, 2011, please submit request to:

Wendell Nuguit
Information Technology
Telephone: 425-430-6889
Email: WNuguit@RentonWA.gov

1.8 Submission of Proposals

Submit the following as an entire package together in one large envelope or package marked "**RFP Enterprise Communication System Proposal**":

Technical Proposal

Submit **three (3) hard copies and one (1) copy in PDF format on a USB** of your Technical Proposal in a sealed package plainly marked "**RFP Enterprise Communication System, Technical Proposal,**" with the name and address of the proponent on the outside of the package.

Pricing Proposal

Submit **three (3) hard copies and one (1) copy in PDF format on a USB** of your Pricing Proposal in a sealed package plainly marked "**RFP Enterprise Communication System, Pricing Proposal,**" with the name and address of the proponent on the outside of the package.

Submit Technical and Pricing Proposals to:

**City of Renton
Information Technology
Suite 110 - 1055 South Grady Way
Renton, Washington 98057**

Proposals must be received at the above address no later than **4:00 PM on July 13, 2011**. Proposals received later than the date and time specified will not be considered. Proposals may not be submitted by fax or email. **DO NOT ADDRESS YOUR PROPOSAL TO THE NAME OF AN INDIVIDUAL.** Clearly mark the outside of your

envelope as, **“RFP Enterprise Communication System Proposal”**.

1.9 Proposal Certification

The Proponents must certify in writing that all proposal terms, including prices, will remain in effect for a minimum of one year (1) after the Proposal Due Date and that all proposed capabilities can be demonstrated by the Proposer.

1.10 Proposal Response Format

Prepare your responses to this RFP using the following format:

1.10.1 Technical Proposal

Section 1 - Letter of Transmittal

Include a brief statement demonstrating your understanding of the work to be performed under this contract, and identifying the contact person that will be responsible for and have authority to communicate on behalf of the Proponent. Please use the format as provided in Attachment B.

Section 2 - Vendor Description & Qualifications

Provide a description of the qualifications and experience of your firm. Include responses to the specific required items listed in Section 1 of this RFP regarding Manufacturer Qualifications and Service Provider Qualifications.

Section 3 - System Description

Provide a complete and detailed technical and functional description of the equipment and services proposed. Include in this section your responses to all required items listed in Sections 2 of the RFP. This section shall include a general description of the system architecture, and a detailed explanation of the system as designed and configured and priced for the City. Diagrams of the systems that illustrate the components to be installed at each facility, and a complete listing of components by facility shall be included in this section. Provide catalog cuts or specification sheets for all system components. Do not include any component pricing in this section.

Section 4 - Statement of Work

Provide a complete project work plan, detailing all tasks that will be performed under the contract. Include a listing of all tasks, and name the responsible parties for completing the tasks. Provide responses to all items in Section 3 of the RFP. Provide a detailed schedule itemizing each task, and identifying the date by which the tasks must be completed in order to meet the City’s anticipated cutover dates of February 2012. Provide a cutover plan that is consistent with the City’s Plan as defined in Section 4 of the RFP. Identify and quantify any anticipated service disruptions that may occur during the cutover. Identify any City resources that you will require to perform tasks (staff support, office space, space to store tools and equipment, access to buildings, etc.)

Section 5 - Warranty and Maintenance

Provide complete responses to all the stated requirements for full warranty (minimum one year from date of acceptance), and subsequent service agreements upon expiration of the warranty.

Section 6 - Training

Provide complete responses to all the stated requirements for training for users, call center agents and supervisors, system administrators and technical support staff.

Proponents are urged to pay particular attention to items identified as “Required” or “Mandatory”, and to respond affirmatively that “Required” and “Mandatory” elements of the RFP are, in fact, included in your proposal. Use of the terms “shall” and “must” shall be construed by the Proponent as a “Required” or “Mandatory” item. Failure to respond affirmatively to “Required” or “Mandatory” items may be grounds for elimination of your proposal from further consideration.

Section 7 - Pricing

Complete the Pricing Sheet as described in Section 6 of this RFP. The Pricing Sheet must be signed by an authorized representative of the Proponent's firm.

Complete one detailed spreadsheet identifying all materials, components and labor costs. Provide unit pricing and summary system pricing, including all discounts applicable to the City. Include trade-in or buy back values for existing City systems.

1.11 General Proposal Considerations

1.11.1 RFP Communications with the City of Renton

During the RFP process, the designated contact person will be responsible for official coordination and communication with Proponent concerning questions, project status, and walk-through and award announcements. Proponents have been provided this information with delivery of the RFP documents. No provision in this RFP will be considered modified unless a written addendum is officially issued specifying such changes. Please communicate with the designated contact person through e-mail only.

Questions regarding the RFP must be received no later than twelve (12) days prior to the RFP response due date. The City will compile one list of questions post responses on the <http://www.rentonwa.gov/RFP> page.

1.11.2 Proposal Clarity

RFP responses shall be as clear and concise as possible, while providing the level of detail necessary for an informed evaluation. The City will place a higher value on proposals that expressly respond to its detailed requirements. Proponents are requested to refrain from adding unnecessary materials to their responses including marketing brochures and the like, unless specifically pertinent to the proposed solution. Proponents not conforming to this proposal format may be considered non-responsive to the RFP.

In an effort to reduce waste we request that all proposals be double-sided pages. Submittals shall be on recycled regular white paper. Color copying and binding should be limited, no plastic or unnecessary materials are to be added to the proposal.

1.11.3 Proposal Costs

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever. The City is likely to require one or more meetings at the City, with proponents that have been selected as finalists for this project. If selected as a finalist, all relevant persons from such finalist candidate firms may be required to undergo a criminal background check (mentioned below at Section 1.12.2) due to the sensitive nature of City infrastructure to which any ultimate respondent/contractor will be exposed. Proponents are solely responsible for their own expenses attributable to any activity or materials related to such meetings.

1.11.4 Completeness of Proposal

By submission of a proposal the Proponent warrants that if this Request for Proposal is to design, create, or provide a system, or manage a program, all components required to run the system or manage the program have been identified in the proposal, or will be provided by the Contractor at no charge.

1.11.5 Reservation of Rights

The City reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Waive or modify minor irregularities in proposals received.
- Utilize any and all ideas and suggestions submitted in the proposals received.

- Adopt all or any part of a Proponent’s proposal in selecting the optimum configuration.
- Change the quantities of equipment or features to be furnished in order to reflect any system requirements which may become known after issuing the RFP. The unit prices furnished with the proposal will be used to modify the Proponent's quoted price.
- Negotiate with multiple Proponents to serve the best interests of the City.
- Should the City be unsuccessful in negotiating a contract with the selected Proponent within an acceptable time frame, the City may conduct negotiations with another Proponent.

1.11.6 Proprietary Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will neither be accepted nor honored. If a request is made to view a Proponent’s proposal, City of Renton will comply according to the Public Records Act, Chapter 42.56 Revised Code of Washington (RCW). If any information is marked as proprietary in the proposal, such information will not be available until affected. Proponent has been given an opportunity to seek a court injunction against the requested disclosure.

1.11.7 Confidentiality of Submitted Items

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

1.11.8 Withdrawal of Proposals

Once its proposal is submitted and received by the City for consideration and comparison with the other proposals similarly submitted, the Proponent agrees that it may not and will not withdraw it within ninety (90) consecutive calendar days after the actual date of the opening of proposals unless extended by addendum.

1.11.9 Proponent Examination of Work Sites

Proponents will be given the opportunity to visit representative sites following the pre-proposal meeting. Finalists will be given the opportunity, if requested, to visit all sites to confirm space requirements.

1.12 Subcontractors and Third Parties

It is the City’s intention to award a single contract for the work to be performed. Proponents intending to use subcontractors or third parties to provide any components/subsystems or to perform any portion of the work must include a description of which portion(s) of the Contract will be performed by subcontractors or third parties, the names and addresses of the subcontractors/third parties, and the expected amount of money each will receive under the Contract. Proponents may not use the services of other subcontractors/third parties not named in the Proponent's proposal without prior written permission from the City. If at any time during the term of the resulting Contract, a Proponent adds or changes any subcontractor/third party provider, it shall promptly notify the City, in writing, of the names and addresses and the expected amount of money each new or replaced subcontractor/third party will receive. The Proponent will be completely responsible for the actions of its subcontractors/third party providers, the components/subsystems that they provide, and the performance of their work as if the subcontractors/third parties were employed directly by the Proponent.

1.13 Proponent Qualifications and Minimum Requirements

1.13.1 Historical and Background Information

Proponents shall provide historical and background information concerning their firms, including all of the following information:

- Name, mailing address, email address, telephone and facsimile numbers of firm
- Federal tax identification number
- Amount of time in business
- Number of employees locally and nationally
- Number of systems of the model, size and complexity proposed for the City installed by Proponent locally and nationally
- Location of Proponent's nearest maintenance facility, parts depot and customer service center
- Number of technicians at closest facility trained and certified to maintain/install the proposed system.
- List all certifications for the proposed solution held by the Proponent
- Copy of Proponent's most recent audited financial statement, annual report, bank references, and/or other documentation used by your firm to indicate financial stability

1.13.2 Confidentiality Agreements and Background Checks Required

All individual members of Proponents' teams that will have access to documentation regarding the City's information technology environment and that will enter City facilities shall sign Confidentiality Agreements prior to accessing the documentation or the facilities.

All individual members of Proponents' teams that will have access to documentation regarding the City's information technology environment and that will enter City facilities shall agree to undergo background checks performed by the City of Renton Police Department prior to accessing the documentation or the facilities. Background checks require a copy of a driver's license.

Confidentiality agreement submittals and background check materials for all key proponent team members should be gathered and provided to the City immediately following notification of award.

1.13.3 Proponent References

The Proponent must be able to demonstrate experience and capability in installation and maintenance of the proposed system, by providing evidence of successfully completing projects of similar size and scope. The Proponent shall provide a list of customer references, with the following information:

- Customer name and location
- Contact person(s): name, title and telephone number
- Proponent's project manager for the engagement
- System size (stations, trunks, etc.)
- Number of sites and type of connectivity
- System model number and software generic version in use at present
- System installation date (by the Proponent)
- Years system being maintained by the Proponent

At least five (5) such references shall be provided.

The Proponent shall provide evidence that it has completed in the past three (3) years:

- At least three (3) VoIP system installations of 500 or more extensions
- At least three (3) installations in a multi-facility, networked environment of 10 or more sites

The City may make any investigations as it deems necessary to determine the ability of Proponents to perform

the work, and Proponents shall furnish the City all such information and data for this purpose as the City may request. The City will place greater emphasis on large, multi-facility (10 or more sites), and networked installations. The City will also place greater emphasis on experience with clients with complex business requirements, i.e., not “cookie-cutter” installations.

1.13.4 Project Management and Installation Team

A critical component of the City’s evaluation of the Proponent will be the team of individuals that the Proponent proposes. The Proponent shall identify and appoint a competent and experienced Project Manager to act as its resident representative, and to supervise its employees and subcontractors/third party providers during the installation, cutover, and final testing of the system. The resume of the proposed Project Manager, including references, shall be submitted with the proposal. During any subsequent interviews, the proposed Project Manager shall attend; the City will use this opportunity to evaluate the proposed Project Manager, and his/her communications skills and project management/leadership capabilities.

The Proponent shall also identify additional key personnel who shall support the designated Project Manager, and be available to the City in the absence of the primary Project Manager. The Proponent shall inform the City of escalation procedures available to the City. Once the key project team members have been assigned and accepted by the City, the City will reserve the right to approve any proposed substitutions.

The City will place greater emphasis on project management and installation teams that have demonstrated experience in all aspects of project management – requirements gathering, system design and configuration, training, testing – in large multi-site installations with complex business requirements.

1.14 Manufacturer Qualifications and Minimum Requirements

1.14.1 Confidentiality Agreements and Background Checks Required

Individual members of Manufacturers’ teams that will have access to documentation regarding the City’s information technology environment and that will enter City facilities shall sign Confidentiality Agreements prior to accessing the documentation or the facilities.

Individual members of Manufacturer’ teams that will have access to documentation regarding the City’s information technology environment and that will enter City facilities shall agree to undergo background checks performed by the City of Renton Police Department prior to accessing the documentation or the facilities.

Confidentiality agreement submittals and background check materials for all key proponent team members should be gathered and provided to the City immediately following notification of award.

1.14.2 Place in the Market

Based on currently available marketing and sales research, the Proponent shall obtain from the Manufacturer information on the ranking of the proposed solution with respect to the number of systems installed, the number of VoIP stations installed, and other pertinent data that will assist the City in evaluating the success of the proposed solution in the market. The City will place greater emphasis on the level of market penetration in multi-site systems in the range of 600 -1,000 stations.

1.14.3 Manufacturer’s Guarantee

Part A - The Proponent shall secure from the manufacturer, if the Proponent is not the manufacturer, a written guarantee executed by the manufacturer stating that the Proponent is qualified and certified by the manufacturer to perform the work described in the RFP pertaining to manufacturer’s products. The manufacturer shall indicate the level of partnership achieved by the Proponent.

Part B - The Proponent shall secure from the manufacturer, if the Proponent is not the manufacturer, a written guarantee executed by the manufacturer stating that the manufacturer, in the event that the Proponent is unable to complete an acceptable installation within the terms and conditions of such contract, will perform or cause to be performed all installation obligations of the proponent for the awarded contract at no additional cost to the

City.

Part C - The Proponent shall secure from the manufacturer, if the Proponent is not the manufacturer, a written guarantee executed by the manufacturer stating the manufacturer, in the event that the Proponent is unable to provide continuing maintenance within the terms and conditions of such contract, will perform or cause to be performed all maintenance obligations of the proponent for the awarded contract at a cost to the City no greater than Proponent's then prevailing rates per the proposal.

Part D - For a seven-year period from the date the City has accepted the installation pursuant to the terms of the contract the manufacturer's guarantee will also include the following:

- a. Parts supply. Provide a guarantee of availability of proposed station equipment and key components for a minimum of 7 years.
- b. Manufacturing field support and maintenance to protect the City from interruption of service due to the inability of the Proponent to meet his service obligations. This support and maintenance will be provided at the costs identified in this proposal. The determination of what constitutes inability of the Proponent to meet service obligations under the contract shall be that of the City in its sole discretion.
- c. Continued enhancement and upgrade of the proposed system hardware and software

Part E - In the event the Proponent proposes to supply principal components of the system from different manufacturers, separate written guarantees from the manufacturers must be supplied as requested above. Proponents should request directions from the City if a question is raised as to whether an item comprises a principal component requiring a separate manufacturer's guarantee.

Part F - The Proponent must demonstrate that it has a stable and long-term relationship with the manufacturer. Provide documentation of the nature and length of the professional relationship.

The above referenced manufacturer's guarantee shall be submitted with the proposal. The City will consider alternative language that provides similar guarantees to the City and commits the manufacturer to support the City in the event of the inability or failure of the Proponent to meet its obligations.

1.14.4 Manufacturer's User Group

Proponents shall provide the name, address, web site, and telephone and facsimile numbers & electronic mail address of the system user group for its proposed system.

1.15 Public Announcements

Public announcements or news releases pertaining to this contract shall not be made without prior permission of the City.

1.16 Contract Template

Attached hereto as Attachment "C" is a contract template for equipment purchase and services. All proponents should review it carefully and be prepared, if selected, to enter into an agreement that is substantially similar to Attachment "C". Material changes to the agreement will not be permitted, however respondents should be aware that some tailoring of the agreement to fit the end transaction may be necessary. This RFP and Proponent response to RFP may be attached as an exhibit to the resulting contract in order to establish the scope of work or for any other relevant reason.

1.17 Evaluation

Evaluation of proposals will be by a committee formed by the City. This committee will be composed of information technology staff members, procurement and contracting officials, finance staff members, and end users.

1.18 Evaluation Criteria

An award will be made to the Proponent whose proposal is most responsive to the needs of the City as determined solely by the City. High level evaluation criteria to be included in the City's assessment of proposals will include, in no particular order, the following:

- Qualifications and experience of Proponent – see requirements in Section 1 of RFP
- Qualifications and experience of Manufacturer - see requirements in Section 1 of RFP
- Technical requirements - see requirements in Section 2 of RFP
- Maintenance and support - see requirements in Section 3 of RFP
- Implementation plan and schedule - see requirements in Section 4 of RFP
- Training - see requirements in Section 5 of RFP
- Costs

1.19 Mandatory Criteria

Proposal Preparation, Submittal, Presentations

- Proposal must be received at the closing location by the specified closing date and time.
- Proposal must be in English and not sent by facsimile.
- Three (3) Paper copies of the technical proposal must be submitted, along with one (1) electronic copy in PDF format on USB drive.
- Three (3) Paper copies of the pricing proposal must be submitted, along with one (1) electronic copy in PDF format on USB drive.
- Proposal must contain a signed letter of statement(s) substantially similar in content to the sample proposal letter in Attachment "B".
- The City will invite selected proponents to make one or two presentations to selection committees. The proponent will bear the costs for any presentations. Proponents must be prepared to provide complete, live product demonstrations during the presentations.
- The City will have sole discretion in selecting the Proponent and has the right to reject all proposals.

Reference information

- Evidence of references as described in section 1.12.3, including
 - Five (5) customer references
 - Evidence of having completed three (3) VOIP system installations of 600 or more extension within the past three (3) years
 - Evidence of having completed three (3) installations in a multi-facility, networked environment of 10 or more sites

1.20 Additional Terms

1.20.1 Acceptance of Proposals

a) This Request for Proposal should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed by the evaluation committee. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, or municipal statute, regulation or by-law.

c) The City will have sole discretion in selecting the Proponent(s) and has the right to reject all proposals.

1.20.2 Contract Negotiation and Finalization

This phase will be used to finalize the contract price, timelines and deliverable sections of Renton's standard contract and statement of work. If a contract cannot be negotiated with the intended Proponent, the City of

Renton may terminate negotiations and pursue an agreement with the next highest rated proposal, repeating this procedure until a successful contract can be reached or all proposals rejected. See Section 6.11 for the City of Renton Standard Contract Terms and Conditions. The City will not be responsible for any work done by the Successful Proponent, even work done in good faith, if it occurs prior to the contract start date set by the City.

1.21 Execution of Contract

Upon completion of the contract negotiations, the City of Renton will prepare and submit the final contract to the Successful Proponent for signing. In the event that the Successful Proponent fails, neglects or refuses to execute the contract within 10 business days after receiving it, the City may, at its option, terminate and cancel its action in awarding the contract making the contract null and void and of no effect.

Incorporated by reference into the contract which is to be entered into by City of Renton and the Successful

Proponent pursuant to this Proposal will be (a) all of the information presented in or with this RFP and the Successful Proponent's response thereto, and (b) all written communications between City of Renton and the Successful Proponent whose Proposal is accepted. A designated official of the Successful Proponent and City of Renton shall execute the contract.

1.22 Cooperative Purchasing

The Washington State Inter-local Cooperative Act, RCW 39.34 provides a means for governmental agencies to cooperatively purchase goods and services. Proponents agree that other Washington State agencies may acquire the proposed solution under terms equivalent to this contract.

1.23 No Assignments

Assignment by the Successful Proponent to any third party of any contract based on the Proposal or any monies due is not allowed unless approved in advance by the City in writing.

1.24 Non-endorsement

In selecting a Proponent to supply products and/or services, City of Renton is neither endorsing nor suggesting that the Successful Proponent's product is the best or only solution. The Successful Proponent agrees not to refer to City of Renton in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of City of Renton.

1.25 Onsite Demonstrations

Selected proponents will be invited to participate in onsite meetings and product demonstrations as part of the evaluation process. Proponents will be given time to set up equipment. The City will provide a PowerPoint projector and access to the Internet, if requested. A detailed outline will be provided shortly following vendor invitation to participation, and will include questions intended to clarify your proposals. A general outline for the demonstrations is as follows:

Demonstrations – to core selection team, 5-10 end users, technical staff, some department representatives and potential observers from other agencies – 1/2 hour setup time, 2-3 hours meeting & product demonstration

- 30 Minutes, Introductions of key personnel
- Vendor and implementation team overview.
- Review of system architecture and the proposed system design and configuration
- Review of space/rack space requirements at all sites
- Review of survivability/redundancy options
- Confirmation of ability to deliver required features
- 2-hour product demonstration including
 - Phone sets, displays, applications, and station user features
 - Speaker phone functionality including overhead paging functions, hands-free use, do not disturb
 - Call forwarding and mobility features

- Voice mail and automated attendant operation, setup and configuration
- Call center set and supervisor information displays
- Call accounting system operation
- PC-based console operation for front counter
- Mobility capabilities
- E9-1-1 system configuration and operation
- System management including;
 - move/add/change processes,
 - Performance monitoring and alarms,
 - Voice mail and automated attendant setup and configuration
 - Call center setup and monitoring
 - Call accounting system setup and configuration
- Implementation plan review, including task description outline and schedule
- Introduction of Implementation Project Manager and other Implementation team members
- System maintenance and support proposal
- 30 minute question and answer period

1.25.1 Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

1.25.2 Modifications of Terms

The City reserves the right to modify the terms of this Request for Proposal at any time at its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the successful Proponent(s).

1.25.3 Ownership of Proposals and Public Disclosure

All documents, including proposals, submitted to the City become the property of the City. They will be received and are subject to the provisions of the Public Disclosure Law.

1.25.4 City Business License

The selected Proponent must register and pay appropriate City of Renton business license. Please contact the City's Tax Representative, Linda Weldon (425) 430-6851 for information on this requirement.

2 TECHNICAL REQUIREMENTS

2.1 General System Architecture

The City envisions installing an IP telephony system to support all City facilities listed below, including but not limited to the following components and subsystems.

- IP telephony system server(s), gateway(s) and associated primary system components
- A family of IP telephone sets of various capacity and functionality
- Interfaces to support analog sets and other analog devices
- Interfaces to support connection to the City metropolitan area network, ISDN PRI, e911 CAMA Trunks and analog central office trunks
- Voice mail platform to support messaging and automated attendant functionality
- Small call center platform for inbound and outbound call centers
- E911 system to provide extended location identification for callers dialing 911 (building and floor location at a minimum)
- Optional Call accounting system
- Optional Unified Messaging System to support the potential later integration of email, voice mail, and fax
- Optional Call center capabilities
- Optional Conference call bridge up to 20 calls.

Proponents shall submit a general description of the proposed system architecture including all primary system components and building blocks. Proponents shall submit a description of the proposed system as designed and configured for the City, including a narrative description and system/network diagram. Proponents shall include a listing of the specific components in each building. All components shall be new, no refurbished components will be considered.

Proponents shall also submit the physical requirements for the system components, including required space/rack space units, power requirements, and environmental condition parameters under which the equipment operates, for each site.

The City recognizes that the total solution may include products from more than one manufacturer. Proponents shall state clearly which of the system components and subsystems are manufactured by the primary system manufacturer, and which components/subsystems are third party products. The City will place greater emphasis on total solutions that minimize the number of different manufacturers and demonstrate by reference the proven ability to integrate and operate seamlessly. Proponents shall provide evidence of the successful integration of any third party products.

2.2 Sites and Project Phasing

The City envisions to implement the proposed system in parallel to existing system and cut over to the new system with minimal interruption but may choose to implement the proposed system in phases if need to. The sites included in the project, and the approximate number of stations at each site is shown in the following table.

Loc #	Facility	Address	Estimated Phone Sta.	Estimated Analog Lines	Other equipment
1	City Hall	1055 S Grady Way			Core servers
	P2 – Print, Storage		12	2	
	1 st – HR, IT, UB, PD		55	5	
	2 nd – PD		55	2	
	3 rd – Court, PD		46	4	
	5 th – PW, Fin		86	4	
	6 th – PW, CED		82	4	
	7 th – Exec		55	4	
	8 th – Equipment			5	
2	Fire Station 11	211 Mill Ave. S.	10	2	
3	Fire Station 12	1209 Kirkland Ave. NE	35	3	Redundant Core Servers
4	Fire Station 13	18002 108th SE	13	4	
5	Fire Station 14	1900 Lind Ave. SW	36	2	
6	Fire Station 16	12923 156th Ave. SE	9	2	
7	Fire Station 17	14810 Petrovitsky Rd.	13	2	
8	Maplewood Golf Course	4050 Maple Valley Hwy.	5	2	
9	Maplewood Maint. Office	4000 Maple Valley Hwy.	3	1	
10	Carco Theater	1717 Maple Valley Hwy.	3		
11	Renton Comm. Center	1515 Maple Valley Hwy.	16	1	
12	HM Aquatic Center	1719 Maple Valley Hwy.	3	1	
13	200 Mill	200 Mill Ave. S.	5	1	
14	Park Ave. Shop	1100 Bronson Way N.	3	1	
15	City Central Parking	655 S. 2nd St.	27	6	
16	Cedar River Trail Shop	105 Williams Ave. N.	2		
17	Facilities Shop	107 Williams Ave. N.	9	1	
18	Senior Center	211 Burnett Ave. N.	6	1	
19	PW Shops – Bldg A/B	3555 NE 2nd St.	42	8	
20	Bldg. C	3555 NE 2nd St.	6	1	
21	Bldg. D	3555 NE 2nd St.	1		
22	Cedar River Boat House	1060 Nishiwaki Dr.	3	1	
23	Airport	616 Perimeter Rd. W.	3	2	
24	Highland NC	800 Edmonds Ave. NE	2		
25	N. Highlands NC	3000 NE 16th St.	2	1	
26	Coulon Maint. Shop	1201 Lake Washington Blvd. N.	1		
27	City Attorneys' Office	100 S. 2nd	12	4	
	Reserve Equipment		40	17	
	Total		700	100	

2.3 Single System Operation

The proposed solution shall operate as a single telephone system across all City sites. High level functionality that shall be incorporated into the single system operation includes the following.

(Please indicate if any of the following sub-sections is not part of the proposed system)

2.3.1 Coordinated Dialing Scheme

The proposed system shall support a 4 digit extension numbering scheme and extension-to-extension dialing across all sites on the system. Proponents shall identify all system elements that consume numbering plan resources, including DID and non-DID extension numbers, feature access codes, voice mail services, call center pilot and agent ID numbers, E9-1-1, etc. Proponents shall identify any limitations that exist with their proposed solution regarding numbering resources, such as numbering plan resources that are pre-determined (all feature codes must begin with a "1," for example). The City will place greater emphasis on platforms that conserve numbering plan resources.

2.3.2 Feature Transparency

All system features shall be able to be deployed transparently across the network. Features such as call transfer, call park, call forwarding, conferencing, as well as the features of subsystems including voice mail, call center and E9-1-1 location identification shall be able to be deployed among all facilities

2.3.3 Number Portability

Any extension number in the City's numbering plan must be able to operate at any building. There shall be no requirement to dedicate certain number blocks to specific buildings or system nodes.

2.3.4 System Management and Administration

The telephone system and peripheral systems shall be able to be managed and administered from a single platform that may be accessible from anywhere on the network, or from secure remote locations. The City will place greater emphasis on management platforms that present a single point of entry for the management of the telephone system and its subsystems (voice mail, call center, call accounting, E9-1-1, etc.), and that automatically populate and update system and subsystem databases without the need to access multiple platforms and duplicate effort. Minimum system administration functionality is defined in the System Management and Administration section of this document.

2.3.5 Network-Wide Automatic Route Selection

The system shall be designed and configured to route outgoing calls from any extension via the most appropriate available facilities system-wide, to allow any extension so configured to access network facilities terminated at any site, and to allow system administrators to limit access to network resources on a flexible basis.

2.3.6 Centralized Attendant Service

Incoming calls to any attendant console shall be able to be directed to any extension anywhere on the network.

2.3.7 Access to Centralized Resources

The system envisioned by the City includes several shared, centralized resources including the telephony servers, gateways, voice mail system, basic call center platform, call accounting system and E9-1-1 extended location identification platform. The system shall be designed to allow access to these and any other shared system resources from extensions anywhere on the network.

2.4 System Reliability, Survivability and Security

2.4.1 Hardware - Physical and Geographic Redundancy

The system shall remain available for generating incoming, outgoing and internal calls, despite individual

component failures. In order to guard against failures that will make the system inoperative, the system shall possess sufficient resiliency, redundancy, survivability and physical diversity to minimize the scope of a major component failure. The system configuration shall include, at a minimum, one sets of physically diverse telephony servers, located at the 1055 South Grady Way (City Hall), and one other server located at the Fire Station 12. Each server shall be capable of supporting the entire system in case of the failure of the others, with automatic failover, and mirrored databases.

Following a major system failure, the system shall not lose any critical databases or tables. Failure of a backed up component must be automatically reported at a system administrator's workstation or similar facility.

Proponents shall also detail the nature of partial degradations that occur as a result of certain component failures and outline failure modes that may occur. Basic system call handling operation should continue in the presence of minor, less crucial component failures.

In addition, since the City envisions a shared voice mail/automated attendant platform, the voice mail platform shall include a sufficient redundancy that insures continued operations in the event of a critical component failure.

2.4.2 Backup Power

In the event of a primary power failure, each of the two primary sites is on generator power. In addition, the City has installed UPSs at each site to power gateways and switches in the event of a power failure. At sites with generators, the UPSs have been sized to provide approximately 10 minutes of power. At sites with no generator, UPSs have been sized to provide either approximately 10 minutes of power, or approximately 2 hours of power, depending on the need to maintain service at each location.

2.4.3 Building Survivability

The Fire Station 12 building must be survivable. For the purpose of the project, survivability means that no building shall be solely dependent on central equipment in another building to initiate calls in the event that the building becomes isolated due to a network or major component failure.

2.4.4 Security

Proponents shall describe in detail their approach to securing the system from viruses, denial of service attacks, and other potential security breaches. Describe any known security concerns or gaps for IP telephony systems in general and your system specifically, and describe how these concerns have been addressed.

2.4.5 Software

Proponents shall describe the operating system on which the telephony servers, voice mail servers, call center servers, E9-1-1 system and any other server-based platforms run.

The software proposed should be sufficiently mature to provide reliable operation. Proponents shall provide the following data for the proposed operating system:

- Total number of operating hours
- Total number of lines connected to fielded systems currently supported by the proposed generic version
- Total number of line-hours of operating experience

2.4.6 Station Equipment

Proponents shall provide evidence that the proposed telephone sets can withstand physical stress of typical use. In particular Proponents shall be able to demonstrate the sets' resistance to damage from dropping, strain on line and handset cords and the reliability of keypads and displays in heavy usage. Proponents shall include one telephone instrument, representative of the family of instruments proposed, with their responses. The set will be returned after the proposal evaluation has been completed.

2.4.7 Transmission

The system shall provide toll quality transmission from end-to-end for station-to-station and station-to-trunk calls

to ensure a high level of sound quality. Describe the metrics used to measure sound quality. The proposed system shall be effectively non-blocking. Fax systems must be able to transmit up to 100 page documents with 99% reliability to end stations in the City and in PSTN.

2.4.8 Efficient Use of Network Resources

The system will operate across a City IP network that in some locations will be shared with other data and video services. The City requires a system that makes efficient use of network resources. Proponents shall describe their proposed solution's approach to the efficient use of resources including features such as Release Link Trunking.

2.5 Feature Sets

2.5.1 General System and User Features

The proposed solution shall include a full complement of telephony features typically incorporated into today's enterprise IP telephone systems. Proponents shall provide a complete list and description of all system and user features available with the proposed system. State whether each feature is:

- Standard
- Per device or per user license
- Optional, but included in your pricing
- Optional, not included in your pricing

The City will evaluate the general system and user feature sets based upon the applicability of the features to the City's requirements, the ease of use of the features, the ease of management, configuration and reconfiguration of the features, whether features are standard or optional, and costs.

Proponents shall describe which features and settings can be controlled, configured and reconfigured by end users, which are controlled by the system administrator, and the level of flexibility that the system administrator has to allow or disallow end user control. Proponents shall describe the tools available to end users to control, configure or reconfigure features and settings.

Proponents shall describe what features and settings can be activated, deactivated or reconfigured by the end user from remote locations (i.e., activate call forwarding from home, for example).

2.5.2 Specific Features Requested

City departments have indicated the need for the following specific features. Proponents shall confirm the availability of each feature and state whether it is standard, optional or not available. If optional, provide pricing.

- Hands free announce and respond via phone speaker - The system shall support the ability to have calls answered by others to be announced to a user via the phone speaker, and to have the user respond hands free (without picking up the handset). State whether this feature can be suppressed by the user to prevent listening in on office conversations.
- Paging to phone speakers – The system shall support the ability to page to individual phones or groups of phones, over the phone speakers. Describe any system limitations to this feature, including the number of sets that can be paged in a group, the number of broadcast groups, the location of the telephones, or any other limitations. Can analog sets with speakers be paged individually and as part of page groups? Can all phones in the system be paged at once? If a user has placed his/her phone in a do not disturb condition, does an attempt to page the phone override the do not disturb function?
- Access to Public Address systems – The system shall support the ability for stations to access City-owned public address systems. The City operates public address systems at four (4) different locations.

State whether the system will support integrated paging to both telephone sets and external paging

systems simultaneously and, if so, how this is accomplished.

- Ability to record phone conversations – The City is interested as an option for voluntary (or as otherwise legally permitted) recording of telephone conversations. Describe system support for this feature, along with any security provisions for limiting access to this feature.
- Conference – The system shall support the ability for station users to initiate a multi-party conference of up to six (6) people, including up to five (5) people outside the system. Describe any limitations to this capability. How many simultaneous conferences can occur? How many people can be in conferences simultaneously? Can a conference be initiated from one telephone, and then transferred to another telephone?
- Conference bridge – The system shall include, as an option, a conference bridge function allowing the City to host conferences of up to 20 participants. Participants will call a number and enter a pass code to join the conference. Describe how this resource is managed. Is the bridge always available, or must it be scheduled. Does the conference bridge use the same conference resources as the station-initiated conferencing, and, if so, what is the impact?
- Outbound caller ID – The system shall include the capability to allow the City to control what information is passed for outbound caller identification. Describe the capabilities that exist and the ability for the City to manage outbound caller ID information. It is an absolute requirement that certain stations will be “silent” and send no caller ID information at all.
- Inbound caller ID – The system shall have the ability to display inbound caller ID based on the information passed by the carrier. In addition, the City prefers a solution that displays caller ID on inbound calls when the called party is on the phone, allowing the called party the opportunity to decide whether to take the call.
- Multiple voice mail indicators – Several telephone sets require multiple indicators for voice mail messages. There are several locations where one telephone set requires two indicators – one for a general department mailbox, and one for an individual mailbox. There is one instance where there are 8-10 employees that share a common telephone, each person having a mailbox. State how users can be alerted to messages in this instance. How many voice mail indicators can there be on one set?
- Ring tones – The system shall support a variety of ring tones. Describe the options available. Does the system support different ring tones for internal and external calls? Does the system support different ring tones for different lines ringing on the same set? Do all telephone sets come equipped with volume control? How are ring tones managed – by the end user or by the system administrator?
- Ring loud bells – The system shall support the ability to ring loud bells and other alerts when certain telephone numbers are dialed, in addition to ringing the telephone set to which the call is dialed.
- Night answer features – Several departments activate night answering features in which incoming calls are answered by an automated attendant or go directly to a voice mailbox. State whether this feature can be activated by a single button. State whether this feature can be activated and deactivated on a scheduled basis, with no manual intervention required. State whether this feature can be activated remotely, and if so, how.
- Interactive Voice Response - The City is using IVR systems for the purposes of building permit inspection management. Incoming callers to the new telephone system must be able to access the IVR system by dialing directly in, or by being transferred through an automated attendant selection. Additional IVR applications may be added.
- Secondary Ring Locations – State whether the system supports the ability for secondary ring locations. Incoming calls to an extension or DID number may ring at one or more locations initially, and then ring at one or more secondary locations. State any limitations that exist to the number of locations that can

ring initially, the number of locations that be secondary ring locations, and the total number of locations at which any one line can ring.

- **Polling**– The City’s cable television station wishes to investigate the feasibility of conducting polling using the telephone system. A typical application will allow the public to dial in and register its approval or disapproval of certain television programming. The application would require the ability to log and tally the calls and provide a level of reporting functionality. Describe your system’s ability to support such a capability, and identify whether any additional costs would be incurred. This feature is optional. If polling features are not a core component of the solution, it is not necessary to provide additional information.

The City will place greater emphasis on systems and project teams that best support the features described above, and that, in the City’s estimation, provide the greatest level of flexibility in configuring the system to support the unique needs of individual departments and users. The availability of features, the ease with which features can be configured and reconfigured, the apparent ability of the proposed project team to design and implement solutions based on the unique needs of individual departments and users, and costs will be evaluated.

2.6 Station Equipment

The City will implement a system consisting primarily of IP telephones, with limited use of analog telephones. Power to IP telephones will mostly be delivered by Power over Ethernet switches provided by the City using the 802.3af or newer standard. Estimated station counts to be used for system pricing are provided in the table below.

The system will be required to support, at a minimum, the following telephone types:

- **IP telephone sets** equipped with multiple, fixed and programmable line appearance keys, feature keys, displays of adequate size and resolution to allow users to take advantage of set-based applications, and speakerphones. The system shall include a family of small, medium and large sets, and optional add-on modules providing the capability of additional line appearances and/or features. For the purpose of proposal development, the City has identified three (3) full-featured, one (1) basic and one (1) ADA Compliant IP telephones to be included in the proposals:
 - **Basic** – VOIP SIP compliant station
 - **Small** – 1 to 4 line appearances, display, and speakerphone
 - **Medium** – 6 to 8 line appearances, display, and speakerphone
 - **Large** – up to 16 line appearances, display, and speakerphone
 - **ADA compliant** - and hearing aid adaptable.

Proponents shall submit the following information to describe the proposed IP telephone sets.

- **Display** – Describe the display, including size (length and width), resolution (pixels), and the number of lines and characters that can be displayed.
- **Applications** – Describe the applications that can be accessed via the IP set. Describe the applications that are included in your proposal pricing and any additional applications that are currently deliverable. Describe any application development tool that would allow the development of additional applications, and the standards that are supported (HTML, XML, etc.). The City will place greater emphasis on products that include the access to an array of applications on the telephone set, a tool kit to allow the City to develop customized applications, and displays of adequate size and resolution to fully support those applications.
- **Headset Support** – Describe the ability of the proposed sets to support wired and wireless headsets. Describe whether the sets have headset jacks. Describe whether the sets support Bluetooth wireless headsets, and whether an outboard appliance is required.

- **Power Consumption** – Identify the power required to serve each IP telephone set in WATTS. Identify the power requirements in an on hook condition, off hook condition, and during call setup. Identify how many of the proposed IP sets can be served by a Cisco, Brocade Foundry or HP 48 or 24 ports PoE switch.
- **Wireless IP telephones** capable of operating at any City facility equipped with wireless infrastructure, using the 802.11a, b and g standards, and/or 802.11n. Any such phones must work with the City’s existing wireless infrastructure.
- **Softphones** – software supporting telephone service integrated into a PC, with no physical telephone set. Proponents shall submit details of the Softphone capabilities
- **PC-based attendant consoles** – to be used initially at the City Hall attendant console. Proponents shall provide a complete description of the console application, including screen images. Required features include an in/out board and DSS/BLF display.
- **Call center/ACD sets** – The City envisions having the ability to set up call center functionality on an as-needed basis, for example when the Emergency Operations Center is activated. In this example, existing office staff and telephones may be “commandeered” to take calls during an emergency. Therefore, the system shall allow traditional IP sets to be quickly reconfigured as call center sets with the features typically assigned to call center agents and supervisors. The City will place greater emphasis on solutions that do not require dedicated call center instruments that are different than normal office IP sets.
- **Analog single line telephone sets** (both desktop and wall-mounted) with speakers to support paging to the set (proponents shall state clearly whether this capability is supported) and a message waiting lamp. Proponents shall state whether its analog sets can also be supplied with buttons to access commonly used features such as hold and transfer, and whether they can be equipped with a caller ID display. The system shall also support the connection of analog devices such as fax machines, credit card authorization devices, modems and several existing analog Polycom conference telephones.

Proponents must provide a description and photographs of the entire family of telephone instruments that may be used on their proposed system, identifying instrument size, fixed and assignable button appearances and features, and color selections.

The number of working devices required at each location is approximately as follows: Contractors shall include these quantities of devices in their proposals. Proponents shall use the following table to determine the quantities of station equipment to include in its proposal.

Estimated number of phone sets and accessories

Basic sets	50
Small	400
Medium	200
Large	30
Expansion Module	2
Wireless	25
Analog	15
Analog Ports	100
Wireless Headsets	50
PC Consoles	5
Soft Phones	5

Proponents shall specify if the Nortel VoIP sets specified in Section 1.3.4 are supported by proposed system.

2.7 Station Reviews and Final Quantities

The City requires that the successful Proponent conduct detailed station review as part of its project plan, after a contract is executed. Station review shall include a survey of each department to establish the requirements for each user, department and at each facility, and properly apply the capabilities of the system to each station. The City will provide direction to the selected Proponent regarding City guidelines and standards for the use of system features.

The exact quantity and type of telephone instruments to be installed at each site will be determined as a result of detailed station reviews to be conducted by the successful Proponent, with assistance from the City project coordinator, after the execution of a contract. Proponents shall provide the add/delete price for each model that will be used for any set type substitutions that may occur as a result of these station reviews.

2.8 Desktop Integration

Proponents shall submit descriptions of the desktop integration features available in their systems. Include in this discussion the following, at a minimum:

- Ability for users to manage telephone feature configuration
- Ability for users to manage voice mailboxes
- Ability to integrate with Microsoft Active Directory and Exchange
- Communications portals
- Presence and status features
- Ability to dial from a directory (click-to-dial)
- Ability to access voice mail messages

2.9 Mobility

The City has a requirement for its workforce to be mobile, and requires a telephone system to support this mobility for home workers (telecommuters) and mobile workers, and in order to provide employee/citizen access to communications services and systems in the event of a disaster.

2.9.1 Telecommuters

For staff that will work from home, regardless of frequency, the system shall have the ability for staff to make and receive calls as if the worker was in the office. The City envisions functionality allowing workers to “log in” from a remote site, using either a Softphone client or IP telephone set. This functionality shall provide all the capabilities that the worker would enjoy if he/she was at his/her office. When activated, incoming calls to the worker’s extension shall ring at the remote site, and provide all the information (caller ID, for example) and feature access (call transfer, conference, for example) that the worker has when working from the office. Also when activated, outgoing calls shall access City network facilities (PRIs) and shall be captured and reported on by the call accounting system. The worker shall be part of the City 4 digit dial plan when this feature is activated.

Proponents shall submit a detailed description of the mobility functionality included in their proposals to support telecommuters, and also provide a description of other telecommuter capabilities available with the proposed solution. Proponents shall submit details regarding the client software Proponents shall also submit the pricing elements for this functionality. For example, does each telecommuter require an additional license?

2.9.2 Mobile Workers

For staff that will work in the field, the system shall have the ability to extend office calls to a cellular telephone. This capability is not to be confused with simple call forwarding to a cell phone. The required capability is that office extensions can be extended to a cell phone. Features shall include:

- Ability to toggle a live call from office phone to cell phone
- Ability to toggle a live call from cell phone to office phone

- Ability to receive incoming DID calls with caller ID
- Ability to access system network services (PRIs) to initiate outgoing calls
- Ability to make and receive internal calls using the 4 digit dial plan
- Ability to activate the feature remotely
- Ability to access all office phone features from the cell phone while activated
- 911 calls dialed from the cell phone while activated will show cell phone location to PSAP.

Proponents shall describe this functionality in detail, including any necessary hardware or software, the process by which the feature can be activated locally and remotely, and costs. If there are individual license fees, identify those costs.

2.9.3 Other Mobility Features

Proponents shall describe any other mobility features that are available with the system. For any such features, identify the application, any necessary hardware and software, and associated cost structure.

2.10 Music On-Hold

Proponents shall describe the capability for Music On-Hold functionality and configuration.

2.11 System Administration and Management

System administration and management services shall be provided to enable the City to manage the system. The proposed system shall include the hardware, all required software, programming, and the necessary link to the telephone system. The system shall be able to be accessed via the City network and remotely via VPN or web portal, with appropriate security.

As a minimum, the system must support the following:

2.11.1 Moves, Adds and Changes including:

The system shall provide a means for the City to perform moves, adds, and changes in real time, or on a scheduled basis.

2.11.2 Class of Service Definition and Maintenance

The system shall provide a means for the City to assign classes of service which define the set of privileges and features available for each station. The system shall also provide a means for the City to create new classes of service as the need arises. Proponents shall identify the number of classes of service that the system will support.

2.11.3 Control of Network Services

The system shall allow the City to exercise access to and control over network services attached to the system.

2.11.4 System Performance Monitoring and Reporting

The proposed system shall be equipped with all necessary hardware and software to monitor system performance, generate alarms, conduct diagnostic tests, and create reports providing summary and detailed history of the system performance. Proponents shall describe all conditions and parameters that are monitored and reported on. Selected conditions and parameters that shall be included are:

- Voice quality on the IP network
- Security (reporting on a security breaches, attempted security breaches)
- Resource utilization
- Alarms and actions taken
- Trunk utilization (utilization of all trunks and PRI channels)

The City will place greater emphasis on administration and management systems that allow all (or most) systems and subsystems (telephone system, voice mail, call center, E9-1-1, and optional call accounting) to be managed

from a single platform or portal. The City will place lesser emphasis on solutions that require system administrators to log in and out of multiple applications in order to manage the system.

Nothing in Section 2.11.1 through 2.11.4 is intended to absolve the selected Proponent of any of its responsibilities to develop and load all initial databases (telephone system, voice mail, call center, E9-1-1, phone management system, optional call accounting), perform MAC work, monitor system performance, respond to alarms, and otherwise conduct preventive and responsive maintenance in compliance with the terms of the warranty or any future maintenance agreements.

2.12 Voice Mail System

2.12.1 General

Proponents shall propose a voice mail system designed to support the City telephone system. The City envisions a shared voice mail system located at the Data Center facility. As an option, the City will evaluate the feasibility of a physically and geographically redundant system, with a second system located at the Fire Station # 12.

The system shall be equipped to support up to 1,000 mailboxes, 24 concurrent accesses to voicemail and adequate storage to allow users to store voice mail messages up to a capacity of 15 messages of 2 minutes per user and the capability of automatically deleting them after 30 days. Fifteen (15) concurrent access channels are required at the time of system installation. Provide all underlying assumptions used to calculate the amount of storage based upon industry standards and Proponents' experience in similar installations. State if the system is field upgradeable with more mailboxes and storage.

2.12.2 Voice Mail Integration Features

The proposed telephone system must be capable of full and transparent integration with the proposed voice mail system (VMS) system. Minimum integration features must include:

- Lighting message waiting lamp on phone set
- Providing stutter dial tone on stations not equipped with message waiting lamp
- Forwarding of calls to personal greeting
- Transfer of calls from a coverage point directly to the mailbox of the originally intended destination
- Out calling from voice mail system

2.12.3 Voice Mail System Capacity

Identify the following quantities:

- Total number of mailboxes allowed in system
- Total number of mailboxes configured as proposed
- Maximum number of messages or minutes allowed per mailbox and in system
- Maximum message duration
- Number of personal greetings
- Maximum personal greeting duration

2.12.4 Send Messages

These required features apply to sending/recording a message:

- Cancel message without address re-entry
- Message re-record
- Message review
- Pause during message creation
- Silence compression
- Invalid Address notification
- Subscriber Name Verification
- Message delivery confirmation

- Notification of message non-delivery
- Mark as Private/Confidential Message
- Urgent message designation

2.12.5 Group Distribution Lists

These required features apply to the creation and use of distribution lists:

- Identify maximum number of distribution lists per user/system-wide
- Identify maximum number of names per distribution list. The City will place greater emphasis on solutions that allow a broadcast to all mailboxes in the system.
- User review of distribution list by name
- List nesting and/or concatenation
- Duplicate Addressee Removal

Proponents shall describe the process by which a system distribution list is created. Proponents shall describe the process by which a user creates an individual distribution list.

2.12.6 Receive Messages

These required features apply to receiving a message:

- System states total number of messages in mailbox
- Message scan by sender name
- Skip to next message Playback/Record Controls (Pause, Repeat, Skip, Replay)
- Message Disposition Controls (Save, Delete, Forward, etc.)
- Time/Date Stamp
- Message Reply/Transfer; i.e., ability to call back individual leaving message
- Reply to message (without reentry of sender's number/name)
- Forward message with oral comments (front-end or back-end)
- Adjustable volume control (on playback)

2.12.7 Call Answering

These required features apply to the VMS call answering capabilities:

- Personal Greetings of variable duration
- Ability to pre-record multiple personal greetings and change or re-record personal greetings from any telephone (or via web portal)
- Identify maximum greeting duration
- Ability for caller to transfer out of voice mail once in a user's mailbox
- Ability for caller to mark message urgent
- Ability for caller to elect to dial out to mailbox owner if this option is offered in the greeting
- Support for callers from rotary telephones
- Automatic message entry; i.e., no need to press "1" (for example) to leave a message

2.12.8 Voice Mail Security

The VMS shall have security measures available. Contractors shall confirm the following capabilities:

- The system shall provide for a personal ID in addition to a password.
- The subscriber shall be able to select and change personal passwords at any time from anywhere.
- The system design shall be able to prevent the System Administrator or anyone else from learning personal passwords, and from listening to voice mail messages of users.
- The system shall disconnect a call after three incorrect attempts to enter an ID/password, or
- The system shall be configured to transfer to a pre-defined extension after three incorrect attempts to

enter an ID/password.

2.12.9 Remote Voice Mail Access

The VMS shall support access to all of the system features by a VMS user (i.e., user with an assigned mailbox) dialing into the system remotely using a standard DTMF telephone set. The feature invocation keys/key sequences shall be the same for both local and remote users.

The VMS shall also support access to the VMS via a desktop integration tool or web portal. Describe this functionality and provide pricing, if an optional feature.

2.12.10 Automated Attendant

The VMS shall include a robust Automated Attendant capability. Most City departments will use automated attendant in at least one of three ways:

- As a secondary means of departmental phone answering, when administrative staff are not available, i.e., the automated attendant will answer after 3-5 rings
- As a primary means of departmental phone answering, i.e., the automated attendant will answer immediately
- As a means of nights, weekends and holidays answering, i.e., the automated attendant will answer immediately when the night answer feature is activated

The City will provide guidance to the selected Proponent regarding policies for departmental use of automated attendant features. The City is particularly concerned about insuring that citizens are served properly, including having telephone calls answered efficiently. State whether individual departments are able to change the “zero out” destination, and how this is accomplished. State whether alerts can be generated when “zero out” calls are not answered; i.e., when “zero out” calls go to a voice mailbox instead of a human.

The system shall support the pre-recording of multiple automated attendant greetings that may be invoked on a scheduled basis or on a manual basis by secure access from any touchtone telephone or via a web portal. For example, departments using automated attendant shall have the ability to have a business day greeting and a nights/weekends greeting that are activated on a scheduled basis. Alternately, departments shall have the ability to answer the phone “live” during business hours, and activate the automated attendant nights, weekends and holidays.

The system shall have the ability for users to record/re-record and activate automated attendant greetings by secure access from any touchtone telephone or via a web portal. For example, if the City decides to close its offices due to a major storm, departments shall have the ability to insert an automated attendant greeting from any touchtone telephone or via a web portal remotely.

2.12.11 Performance Requirements

Performance Objectives (listed below) must be satisfied under peak loading conditions:

- Announcement Playback Response Time (i.e. the time from the user depressing a key until the time that they hear VMS playback an announcement) should be less than 1 second (under all load conditions)
- Personal Greeting Playback Time following ring trip for incoming caller should be less than 1 second (under all load conditions)
- The time to deposit a recorded message in recipients' mailboxes should not exceed 15 seconds under peak loading conditions.
- The time to light the message waiting lamp on the recipients' telephone set shall not exceed 15 seconds after depositing the message.

2.12.12 Disk Storage

Proponents shall specify the number and size of disk drives and hours of storage proposed and the maximum number of disk drives available and the maximum hours of storage available.

Proponents shall state whether the system permits the City to expand the system capacity by procuring disk storage independently.

Proponents shall demonstrate the system redundancy including whether the system utilizes redundant or mirrored disks.

Proponents shall specify the increment of expansion of storage hours up to the maximum configuration of each system proposed.

Proponents shall indicate the quantity of disk storage used for software and database information.

For messages directed to more than one recipient on the VMS only one physical copy of the message shall actually exist within the storage subsystem.

2.12.13 Voice Mail System Management and Administration

Proponents shall describe the system management and administration capabilities of the proposed VMS system. This description should include methods of adding, changing and deleting subscribers, system data base program, and message backup/storage, etc.

An audit trail shall be left on a system log for all administrative functions only.

Proponents shall provide a complete listing of alarms, alerts and status reports that the VMS generates, and the means by which the City can be alerted of alarms and component/system outages.

Proponents shall provide samples of all performance and usage statistics reports that are included in the proposed solution.

2.12.14 Speech Recognition

Proponents shall identify whether their VMS solutions include a speech recognition capability. This feature would allow a caller to make automated attendant selections by speaking a choice instead of entering DTMF commands. Proponents shall identify any additional costs associated with option.

2.13 Call Center

Certain City departments have a requirement to operate small, primarily inbound call centers. These include Utility Billing Operations, and the Emergency Operations Center (EOC). The proposed system shall include a Call Center application to support up to 10-15 concurrent users (agents). Each Call Centers will require a supervisor to monitor the performance of the call center and agents from a desktop. It is possible that at least two (2) additional departments may use call center services, based on the results of station reviews. In addition, the system shall be equipped with one (1) centrally located management/administration workstation where City IT staff can monitor the overall performance of the Call Center application. Call Center features shall include the following:

- Ability to route calls among agents based on a variety of parameters including agent availability, agent skill sets, incoming caller ID, incoming caller selection from a menu, and incoming caller data entry (account number, ticket number, etc.)
- Ability to record and play City-developed messages to callers in queue. Ability to easily add/delete/modify recorded messages from any telephone or PC, internal or external, with secure access
- Ability for caller to opt to leave a voice mail message instead of remaining in queue
- Ability to locate agents anywhere (any City building or any location equipped with high speed access)
- Ability to record calls for training and quality assurance purposes, and the ability to access recorded calls from a telephone or workstation
- Ability for supervisors to listen in on calls (listen only) for training and quality assurance purposes, and for

supervisors to enter into a call (two-way) while listening in

- Ability for an agent to transfer a call to a supervisor or more skilled agent
- Ability for an agent to request supervisor assistance or generate an alarm to a supervisor in the event of a critical call
- Ability to use traditional office IP telephone sets as call center telephone sets.
- Display capability on agent and supervisor telephones and workstations indicating number of calls in queue and other pertinent call center status information
- Ability to assign priority levels to incoming calls or queues
- Ability for supervisor to send broadcast messages to agent displays
- Display of call center status on supervisor workstations. Key events, such as reaching a specified number of calls in queue, extended wait times, or other parameters/thresholds set at the discretion of the City, shall trigger visual and audible “alarms” that alert the supervisor to the condition. Once alerted, a supervisor shall have the ability to prioritize certain calls, or take other action in response to the alarm.
- Robust reporting capability. Provide samples of standard reports and describe the ability of the proposed system to develop customized reports.
- Ability to monitor performance on a real-time basis; i.e., how is the Call Center performing as measured against set objectives (% of calls answered within X seconds, for example)
- Ability to electronically archive and access historical Call Center statistics and reports.

Describe whether the proposed call center platform can support contacts initiated by email or instant messaging.

Describe whether the call center solution supports a chat capability between agents or between agent and a supervisor.

2.14 E9-1-1 Functionality

The City requires that detailed location identification be provided to the Public Safety Answering Point (PSAP) when City employees dial 911 from a City telephone set. The minimum requirement is that the PSAP receive accurate building and floor information, with the capability to extend this to suite or room number.

Due to the nature of IP telephony systems, and particularly the ability to relocate IP sets and log in as a different user on sets, the City prefers a solution that:

- Uses the switch port as the identifier by assigning a DID number (frequently referred to as an ELIN) to a switch, groups of switch ports, or individual switch ports , and
- Requires no or very little manual intervention to maintain/update location records as telephones are added or relocated

Proponents shall propose an E9-1-1 system that meets these requirements, and provide a full description of the system and its features. In particular, describe the services required and the effort required by the City to perform any tasks to manually maintain/update location records. Describe in detail the services required and the method by which information regarding City telephone locations is communicated to the public ALI database.

2.15 Network Services

The City is currently served by two Qwest ISDN PRI circuits with 44 active lines. The proposed system shall be configured with the capacity to support connections to the Public Switched Telephone Network. Proponents shall include the following capacity in their proposals.

The City will be responsible for placing the orders for the installation of the PSTN services. Once the orders have

been placed and installation due dates confirmed, the selected Proponent shall coordinate the efforts of the carrier(s) providing the PSTN services, and proactively work with the carriers to implement and test the integration of the carrier's services in the telephone system.

2.16 Optional Call Accounting

Proponents shall propose basic and complete call accounting system as an optional capability. The input to the system shall be in the form of individual complete call records from an SMDR or equivalent output from the telephone system. The call records shall contain the following information, at a minimum:

- Date and time of call
- Originating extension number
- Access Code
- Authorization/Account Code
- Network facility used
- Destination number (internal extension or outside number)
- Duration of call
- Cost of call
- Incoming caller ID

The call accounting system will allow the City to charge back departments for calls as well as the use of telephone equipment and elements of the common telephone switching apparatus. Invoices and reports must be able to be readily generated by the City.

A robust set of management reports must be standard with the system, which includes the capability to aggregate calls made to and from various groups of extensions, user groups and departments. The system must be able to provide reports on incoming, outgoing and internal calls. A key reporting goal would be to electronically generate internal billing statements for each department cost center, along with backup of costs and uses attributable to individuals (e.g., long distance calls, information assistance calls, etc.) desired. The internal billing statements for a given time period would need to be easily reconciled with bills provided by carriers.

The system shall have the ability to generate real-time reports in response to requests for information regarding harassment calls, bomb scares, etc.

Provide samples of all available reports with your proposal.

Proponents shall provide pricing for the call accounting system as an option.

2.17 Optional Unified Messaging Platform

The City will not deploy unified messaging at the time of cutover, but is soliciting a description of the unified messaging platform that Proponents offer. The City utilizes MS Exchange 2007 as its email platform, and the proposed unified messaging system would need to integrate with the MS Exchange 2007 or newer system.

Proponents shall list the number of e-mail system solutions that are supported with unified messaging solution. For Microsoft Exchange e-mail solutions, proponents shall provide an indicator of number of installations and percentage of install base.

Proponents shall include in their descriptions the options that exist for the storage of voice mail messages in a unified messaging environment – (in the Proponent's proposed system, In the City's email system, Or Both)

Proponents shall include in their descriptions the options that exist for the backup of recorded messages. Are there options to allow different criteria for backing up/archiving voice mail messages than email messages?

Proponents shall include listing of all e-mail systems supported. Proponents shall provide pricing for the unified messaging system as an option.

2.18 Optional Fax Server

Proponents shall describe any capability to integrate with or deliver Fax Server services.

2.19 Optional Video Conferencing

Proponents shall describe the capability to integrate with or deliver Video Conferencing services.

3 MAINTENANCE AND SUPPORT

3.1 Design and Operation

Proponents shall warrant that the equipment, components, and services sold or provided in response to this RFP will perform in accordance with their respective design specifications, and will operate in accordance with the manufacturer's published specifications when operated and maintained in accordance with the manufacturer's recommendations for a minimum of seven (7) years from Acceptance.

3.2 Configurations

Proponents shall warrant that the configurations of equipment and services proposed in response to this RFP represent sound design principles being applied to provide a total system solution to the requirements stated in the RFP, and that the equipment and services provided will operate together in a manner to perform the functions expressed in the RFP.

3.3 Equipment Models

Proponents shall warrant that the equipment offered is standard new equipment, and the latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Proponents shall furnish the current version of software for all systems provided. If a new version or release is issued after contract execution, but prior to the shipment of the system to the City, then the City shall have the option of substituting the new version or release in place of the originally proposed version or release, at no additional charge to the City.

3.4 Product Life Cycle

Proponents shall warrant that the equipment offered is not currently at the end of its product life cycle. To demonstrate this, Proponents shall provide a list of installs in the U.S. (and the total number of lines installed), of the same system as proposed herein, in the last twelve (12) months. Proponents shall submit a statement identifying the length of time from cutover that Proponents will guarantee new parts availability, including specifically the IP sets proposed. The City will place greater emphasis on solutions with long term guarantees (5-7 years) for availability of new parts.

3.5 Current Installations and Demonstrations

Proponents shall warrant that all of the equipment proposed is currently installed in a user environment of similar size and complexity to the City, and is able to be demonstrated. Experimental or unannounced equipment will not be acceptable unless specifically stipulated by the City.

3.6 Warranty Coverage

Proponents shall warrant that the system as priced, including all hardware and software, will include a complete warranty covering all parts, labor, travel and all other expenses, for a period of a minimum of one (1) year from final Acceptance. The selected Proponent shall serve as a single point of contact, and provide the name, address and telephone number of the individual to contact when maintenance is required. The selected Proponent shall further provide escalation procedures and contact names and numbers to be used when normal maintenance procedures are not adequate to resolve problems.

3.7 Equipment Replacement

During the warranty period, any equipment that must be replaced as a result of conditions covered under warranty shall be replaced with new equipment of the same make and model.

3.8 Maintenance

3.8.1 Maintenance during Warranty

During the warranty period the selected Proponent shall provide maintenance and monitoring services on a 7x24 basis. The warranty shall include parts and labor for all core hardware, software patches, dot releases, and

major/minor software upgrades. The Proponent will respond to Major Failures within four (4) hours. Response time is defined as the amount of time for a qualified technician to arrive on-site.

3.8.2 Maintenance during Subsequent Maintenance Agreement

During the Subsequent maintenance agreement, the selected Proponent shall provide monitoring services on a 7x24 basis and maintenance services during regular weekdays 8am – 5pm. The maintenance shall include parts and labor for all hardware and software patches, and dot releases. The Proponent will respond to Major Failures within two (4) business hours. Response time is defined as the amount of time for a qualified technician to arrive on the City's site. The proponent shall make the most current version of system software and equipment firmware available to the City as released.

For the purposes of warranty and maintenance, a Major Failure is defined as any failure that affects the following:

- 10% of station equipment out of service
- 10% of network services out of service
- Any PRI circuit interface out of service
- Any building out of service
- Any system node (as defined by the specific architecture implemented) out of service
- Any attendant position out of service
- Any subsystem (voice mail, call center, call accounting, E91-1 system)
- Failure of any integration functionality between systems installed under the resulting contract, or between systems installed under the resulting contract and other existing systems
- Any failure whatsoever which reasonably affects the ability of the City to respond to any emergency situation, or which substantially impedes the City's ability to operate, as determined by the City

3.9 Routine Repairs

During the warranty period, and during any subsequent maintenance agreements, the selected Proponent will complete other routine repairs before the end of the next business day.

3.10 End of Warranty Period

Proponents shall submit with its proposal alternative maintenance options and pricing, including full parts and labor maintenance agreements, time and materials pricing, depot service, factory support and other appropriate alternatives for a period of four (4) years after the expiration of the one year warranty period.

Proponents shall describe the strategy, schedule, and costs for various software upgrades (patches, dot revisions, major new releases). Proponents shall indicate at what point older software versions are not supported.

3.11 Major System Failure

In the event of a Major System Failure, whether due to circumstances covered under warranty or maintenance agreement, or due to Acts of God or nature, or any other cause, Proponents shall agree to deliver and install a replacement system to provide rudimentary telephone service to the City within 48 hours from notification by the City. The costs associated with such replacement system shall be determined based on the cause of the failure.

3.12 Preventative Maintenance

As part of the initial warranty and any subsequent maintenance agreement, the selected Proponent shall perform preventive maintenance on the system once per year. Proponents shall describe in detail its preventive maintenance program, and provide sample written documentation of the results of preventive maintenance services to the City with its proposal.

3.13 Performance Monitoring

The selected Proponent shall provide performance monitoring of the system primary components and subsystems as part of the initial warranty and any subsequent maintenance agreements. If this function is optional, provide pricing separately.

3.14 Remote Diagnostics

Proponents shall have a remote diagnostics and maintenance capability that permits Proponents to monitor system performance, and perform routine diagnostics and maintenance from a remote maintenance facility, and will identify the location and capabilities of this facility. The City may elect to inspect the facility, and Proponents shall agree to such an inspection if the City so requests.

3.15 Optional Additional Support Services Following Cutover

Respondents should provide the costs of supplying System Administration and Certified Systems Support to support City operations following the cutover. The City may elect to contract for these services for some period of time following the cutover. The City would expect to be able to contract for these services on a month-by-month or annual basis, but must have the ability to cancel the services with 90 days notice. Estimated Scope of services:

- Provide help desk services upon the request of the I.T. department to assist customers with
 - Basic training and assistance
 - Moves/adds/changes to all systems selected
 - Maintain highly accurate and appropriate operational/technical documentation
 - Provide consulting to departments to evaluate and develop more complex configuration changes, perform complex configuration work following department approval
 - Perform and/or schedule system upgrades and repairs
 - Operate within all policy guidelines of the City with regard to telephone system standards, network and other security provisions
- Estimated hours 10-15 hours per week
- Must be available to be onsite at least once per week, and to provide rapid response in urgent or high priority situations
- All individuals performing this work and with access to City systems information would need to sign City and Police confidentiality documents and background checks.

4 IMPLEMENTATION PLAN AND SCHEDULE

4.1 Implementation Plan

Following the notice of award and contract negotiations, City and Proponent will immediately develop a detailed implementation plan and schedule for all aspects of system implementation, including systems preparation, site reviews, department surveys and station reviews, and all implementation and training activities listed in Sections 4 and 5. The detailed Implementation Plan shall be completed with approval by the City and Proponent within 15 business days of contract execution. Proponents shall note that the approval by the City of the detailed Implementation Plan triggers a payment to the Proponent.

Additionally, the Implementation Plan must include:

- Project team (City and Proponent) communications plans
- Agreement of standardized configuration guidelines for phone sets (to ensure consistency of button use by model) and feature use
- Station Review/Survey process and information gathering from departments
- Acceptance of training guides to be provided to end users
- Equipment shipping, storage, and delivery plans
- Verification of adequate rack space
- Work locations for Proponent project team
- Training schedules for end users and technical staff
- End User support during cutover period
- System Administration and Certified Systems Services during and after cutover period

4.2 System Installation

System installation shall include:

- Telephony servers, gateways and associated common equipment
- Software configuration and development of required databases for all systems and subsystems
- All station equipment, including station reviews, set labeling, placement and interconnection at the wall jack and the switch
- System management and administration application
- Remote system monitoring and support
- Attendant consoles (with City support)
- Voice mail system
- Call center platform
- Call accounting system
- E9-1-1 platform
- Interconnection to the City network (with City support)
- Coordination with carriers for the installation of and interconnection to network services
- Testing of all system functionality, as described in Sections 4.11 and 4.12 below
- Delivery of system documentation, as described in Section 4.13 below
- Training per the requirements stated in Section 5 of this RFP

4.3 Equipment Delivery and Storage

The selected Proponent shall be responsible for the safe transport, rigging, moving and shipping of all systems to their final installation location at all facilities. The selected Proponent shall be responsible for delivering the equipment to the telephone equipment rooms throughout the City. The City has limited space for storage, and does not wish to have the system stored in City storage areas, awaiting relocation to the equipment rooms. The City prefers that the system be delivered in phases and directly to its final installation location.

4.4 Site Preparation

Unless otherwise specified, the City will perform site preparation (space preparation, power enhancements, lighting, cooling, backboards, and any other construction). A site inspection of primary facilities shall be performed by the selected Proponent prior to delivery and installation to ensure that all required site preparation items have been completed satisfactorily. The site inspection will be coordinated and scheduled with City staff. The selected Proponents shall provide all site requirements with its proposal. The selected Proponent shall certify that the site is suitable for the system following this inspection.

4.5 System Configuration and Phone Station Design

The performance of the station reviews and development of the system configuration shall be performed by individuals with appropriate experience and certification with the products being implemented.

The City will set standards and provide guidance to the Proponent regarding phone button templates and feature use to ensure enterprise-wide consistency. These standards will be developed during the preparation of the detailed Implementation Plan.

4.6 Regulations

All work and materials shall comply with all federal and state laws, municipal ordinances, regulations and directions of inspectors appointed by proper authorities. The selected Proponent shall obtain and pay for all permits and licenses required for the performance of the work, and shall post all notices required by law.

4.7 Payment of Material and Services

Unless otherwise stipulated, the Contractor shall provide all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. The selected Proponent shall verify conditions at the facility, including door openings and passages. Any and all special handling requirements shall be provided and paid for by the selected Proponent.

4.8 Premises

The selected Proponent shall be responsible for any damages to the structure or property of the City caused by the Proponent, or any subcontractor or other direct or indirect employee of the Proponent throughout the course of this installation. Throughout the progress of the work, the Proponent shall keep the work area free from debris of all types, and remove from the premises all rubbish resulting from any work being performed by him on a daily basis. At the completion of the project, the Proponent shall leave the premises in a clean and finished condition.

4.9 Itemization

The selected Proponent shall provide the City with an itemized accounting of each item of equipment upon delivery to the City premises pursuant to the final negotiated contract. Only City personnel who are designated and authorized by the City to receive delivery shall be the recipients of those deliveries, and only the signatures of those designated staff members shall be accepted upon the receipts. The City prefers that the Proponent use "just in time" delivery to minimize the requirement for storage of components at City sites.

4.10 Cutover Plans

The Contractor shall work with the City to develop and coordinate a cutover/transition plan acceptable to the City. The cutover plan shall identify, quantify and minimize any anticipated down time. The cutover plan must allow for a return to the existing systems should the cutover be unsuccessful. The cutover shall occur during non-business hours.

4.11 Burn-in Testing

The selected Proponent shall perform factory burn-in tests of all server and hardware for a period of three (3) days prior to shipment of the system.

4.12 Project Completion

The Contractor shall acknowledge that successful completion of this project shall include the installation, testing, and Acceptance, following a successful Performance Period as described below, by the following Acceptance Criteria:

- Prior to Acceptance by the City, the Proponent shall be responsible for performing testing and inspections to verify that the installation and all equipment and materials are performing in compliance with the manufacturer's specifications. City personnel shall have the option of witnessing the testing.
- At a minimum, pre-cutover functional tests as part of the acceptance test plan shall include:
 - All required subscriber, operator and system features for each installed station
 - Operation and integration of all subsystems (voice mail, call center, call accounting, E9-1-1 system)
 - Placement and reception of test calls under a variety of conditions: busy, no answer, call forward, etc.
 - Verification of voice quality meets toll quality transmission standards
 - Tests to correctly place and receive calls via connected common carrier facilities
 - Administrative and Maintenance subsystem capabilities
 - Demonstration of acceptable performance in the presence of traffic overloads
 - Demonstration of automatic fault detection, survivability and recovery following artificially-induced failures of each subsystem
- Upon completion of successful testing and inspection by the Proponent, the Proponent shall provide written notification to the City. The City shall, within 24 hours of notification, exert reasonable effort to commence independent inspection and confirmation, and shall exert reasonable effort to complete said independent inspection and confirmation within 72 hours of commencement.
- Upon satisfactory completion of said testing and inspection, the City shall notify the Proponent, and the Performance Period shall commence.
- A Performance Period of thirty (30) consecutive calendar days of operating in accordance with the manufacturer's published specifications, subsequent to testing and inspection, shall constitute a successful Performance Period.
- If a Major Failure occurs during the Performance Period, the Proponent shall remedy the problem in accordance with manufacturer's published specifications, and the Performance Period shall recommence for another 30 days.
- Upon successful completion of the Performance Period, and within three business days, the City and the Proponent shall meet to confirm Acceptance, and the Final Acceptance Form shall be executed.
- If a successful Performance Period cannot be accomplished within ninety (90) calendar days after commencement of the first Performance Period, the City reserves the right to find the Proponent in default, and terminate the Contract. In that event, the Proponent shall remove the equipment, and the City shall not be responsible for any payment whatsoever to the Proponent, except for any materials left in place and elected to be reused by the City.

4.13 Documentation

The Proponent shall provide three (3) complete sets of technical documentation including system manuals, technical specifications, as-built drawings (hard copy and electronic using AutoCAD and/or Visio), and a complete inventory of all components, including at least the serial number, model number, manufacturer, description, and location installed. The inventory database shall be provided in electronic format agreeable to the City.

4.14 Equipment Disposal

The Proponent shall be responsible for the proper disposal of the existing systems. Proponent proposals shall provide trade-in or buy back incentives pertinent to any existing City systems.

5 TRAINING

5.1 End User Training

The selected Proponent shall supply complete station user training for all station equipment types and other end user equipment, for all station users, utilizing live equipment at the City's site, within two weeks prior to the system cutover, at no cost to the City. The City will provide appropriate space and assist in scheduling of classes for station user training. Each user will be provided with written training materials for his/her telephone station equipment. In addition, a supply of training materials/user guides shall be provided to the City for future use. User guides shall also be available at no cost on line.

5.2 Voice Mail Training

The selected Proponent shall supply complete end user training for the voice mail system, for all station users, utilizing live equipment at the City's site, within two weeks prior to each phase of the system cutover, at no cost to the City. The City envisions voice mail training occurring in conjunction with end user training. The City will provide appropriate space and assist in scheduling of classes for station user training. Each user will be provided with written training materials for the voice mail operation. In addition, a supply of training materials/user guides shall be provided to the City for future use. User guides shall also be available at no cost on line.

5.3 Attendant Training

The selected Proponent shall supply complete training to a minimum of four (4) attendants on the operation of the PC-based system attendant console, utilizing live equipment at the City's site, within two weeks prior to system cutover, at no cost to the City. Each console attendant will be provided with written training materials for his/her attendant software. In addition, a supply of training materials/user guides shall be provided to the City for future use. User guides shall also be available at no cost on line.

5.4 Call Center Training

The selected Proponent shall provide complete training for a minimum of (20) call center agents and four (4) call center supervisors on the agent and supervisory functions of the call center platform, utilizing live equipment at the City's site, within two weeks prior to each phase of the system cutover, at no cost to the City. Each agent/supervisor will be provided with written training materials for his/her call center capabilities. In addition, a supply of training materials/user guides shall be provided to the City for future use. User guides shall also be available at no cost on line.

5.5 System Administration Training

The selected Proponent shall supply complete training for a minimum of four (4) persons on the operation of the system management and administration functions, within two weeks prior to the system cutover, at no cost to the City. Training will be provided on all primary and peripheral systems and services installed under this contract (telephone system, station equipment, voice mail system, call center platform, E9-1-1 system).

5.6 Certified System Specialist Training

The selected Proponent shall provide pricing for the training necessary for the City to assume responsibility for system maintenance, should the City choose to do so after the warranty period has expired, for all primary and peripheral systems and services installed under this contract. Training will be adequate for personnel to become "certified" system technicians and/or administrators. Provide pricing exclusive of travel and out of pocket expenses. Provide the locations where training is conducted. Identify available training courses syllabuses and schedules, and provide pricing for on-going training and re-certification programs.

5.7 Post-Cutover Training

"Train the Trainer" or equivalent training shall be provided at no cost to up to 25 staff. The selected Proponent shall provide the materials and support necessary for the City to provide training on an ongoing basis to new employees and refresher training to existing employees. Provide descriptions of all training programs available, length of classes, and quantities of individuals per class. Provide copies of training materials. Training materials

and manuals shall also be available on line.

5.8 Training on optional items

Should the City elect to implement the optional unified messaging system (either initially or at a later date), Proponent shall provide complete end user and administrator/manager training on the operation, configuration and administration of the system, at no additional charge to the City.

Should the City elect to implement the optional call accounting system (either initially or at a later date), Proponent shall provide complete training on the operation, configuration and administration of the system, at no additional charge to the City.

6 PRICING

6.1 Pricing Format

Pricing for the proposed system must be provided in summary format and detailed format, by building, in the formats in this section. Each chargeable item of equipment, hardware or software must be listed on the attached spreadsheets. The unit purchase and installation prices must apply from the date of contract until the final configuration has been determined as a result of the post-contract station reviews. Add-on unit prices must apply for one full year after final Acceptance

6.2 Approximation of Quantities

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

6.3 Pricing Timeframe

It is required that all pricing and provisions of the Proponent's proposal remain in effect for a minimum of 180 days from the submittal date.

6.4 Existing Systems Removal/Credit

Proponents shall indicate cost or credit for the removal of the City's existing system as stated in Section 1.3.1.

6.5 Payment Schedule

Payment schedule for the core project may be as follows:

Project Phase	%Project Cost	Notes
Project Kick off / Implementation Plan	20%	Submission/Approval of Implementation Plan
Configuration Complete	10%	Completion of Station Reviews + Submission/Approval of Final Configuration and Detailed equipment list
Core Systems and Station Equipment Installation approved	20%	Completion of Servers installation, SW Configuration and 10% of Stations installation and administrator training
Final cutover	25%	Including removal of existing equipment
Final Acceptance	25%	Successful performance period + Submission of documentation
Total One-time costs	100%	

Billing and payment for optional Additional Support Services will be done on a monthly basis.

6.6 Authorized Signature

Proposals must be signed below by a representative of the Proponent authorized to commit the Proponent to the quoted price and all of the terms and requirements stated in the RFP. Proponent's signature below signifies compliance with all the terms and requirements of the RFP.

6.7 Summary Pricing

All items must include Washington State Sales tax, currently at 9.4%. Include sales tax in each line, rather than in the grand total.

6.7.1 Sample Summary Pricing - Format

Total Cost, Including Sales Tax

- 1. Purchase Price for Telephone System \$
- 2. Installation Price for Telephone System \$
- 3. Purchase Price for Voice Mail System \$
- 4. Installation Price for Voice Mail System \$
- 5. Purchase Price for Call Center \$
- 6. Installation Price for Call Center \$
- 7. Purchase Price for E911 Application \$
- 8. Installation Price for E911 Application \$
- 9. Training Costs for System Certification \$
- 10. Trade-in/Buy Back Incentive \$

Total Cost for Complete System as Configured (Items 1 - 10) \$

11. Annual Maintenance Costs: \$
(After required 1 year warranty)

- 12. Annual Maintenance Cost – year 2 following warranty \$
- 13. Annual Maintenance Cost – year 3 following warranty \$
- 1. Annual Maintenance Cost – year 4 following warranty \$
- 15. Annual Maintenance Cost – year 5 following warranty \$

- 16. Optional Call Accounting Purchase and Installation \$
- 17. Optional Unified Messaging for 200 initial users \$
- 18. Optional Unified Messaging per additional license \$
- 19. Optional Conference Bridge Purchase and Installation \$
- 20. Optional Additional Support Services Following Cutover - Monthly \$
- 21. Other Optional/Add on licenses/equipment/services \$

Company: _____

Bidder's Signature: _____ Date: _____

Bidder's Name & Title: _____

Company Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

6.9 Attachment A – Confidentiality Agreement

**CITY OF RENTON ACCESS TO INFORMATION & COMPUTER SYSTEMS
CONSULTANT - CONTRACTOR
CONFIDENTIALITY AGREEMENT**

Last: _____ First: _____ Middle: _____

Company/Organization: _____

As a potential consultant/contractor with the City of Renton, I understand that pursuant to the performance of the terms and conditions of a potential Agreement for Equipment Purchases and Services between the City of Renton and _____ and in order to provide a response to the **City Telephone System and Services RFP dated May 25, 2007**, there is a possibility that I may come into contact with information that is highly sensitive and confidential in that it deals with the City's network infrastructure, telecommunications infrastructure, telecommunications uses, and related billing/usage information.

Therefore, I **expressly agree** to abide by the following concerning any possible exposure to that information:

1. I will maintain the confidentiality of all information to which I may have been exposed, whether obtained verbally, electronically, or on paper.
2. I will not disclose or use for my own personal interest or any other purpose, any confidential information overheard or viewed by me in the course of my performance under the Services Agreement.

In order for the person listed herein above to comply with the provisions hereof, the City will use its best efforts to identify any and all information that falls under the strictures of this Agreement.

I have read the above statements and agree to abide by them.

Signature of Proponent

Date

Approval Authority, City ITD Rep.: _____

Date: _____

6.10 Attachment B – Proposal Cover Letter

Letterhead or Proponent’s name and address

Date

Subject: Request for proposal name
Request for proposal number
List any amendment numbers and dates

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly,

(Signature)

Name: _____

(Type or print)

Title: _____

Legal name of Proponent: _____

Date: _____



City of Renton Technology Contract For Enterprise Communication System Replacement

THIS CONTRACT, made this **DD** Day of **MMM**, 2010, by and between the City of Renton, Washington, an Optional Code city and a political subdivision of the State of Washington (hereinafter "City") and **XXX** with its principal place of business at **XXX** (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City has caused Contract documents for:

Contract No. : _____

Contract Title : _____

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the City that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the City has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work, Request for Proposal (RFP) documents and Vendor's Response to RFP; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the City agrees to pay the Contractor the Contract price provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following order of precedence:

- (1) Contract Amendment
- (2) The Contract Document which includes this **City of Renton Technology Contract** and the following:
 - A. Price
 - B. Scope of Work
 - C. Fair Practices Policy Affidavit of Compliance
 - D. Affidavit and Certification Form
 - E. Software License Agreement
 - F. Maintenance Agreement
 - G. Contractor's Insurance Forms
 - H. Acord Form
- (3) RFP Addenda
- (4) Request for Proposals
- (5) Best and Final Offer
- (6) Contractor's Proposal

COMPANY NAME

CITY OF RENTON

Authorized Signature

Authorized Signature

Name and Title (Print or Type):

Name and Title (Print or Type):

Date:

Effective Date:

Approved as to form only: _____

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptable, Acceptance or Accepted: Written Documentation of the City's determination that the Contractor's Work has been completed in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment using criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

City: City of Renton and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the City on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the City.

Enhancement: Technical or functional additions to improve functionality and/or operations.

Error: An unanticipated Software problem resulting in program behavior not 1) following the Software's logical design, 2) consistent with functionality described in Paragraph V Documentation, and/or 3) consistent with the requirements of the Contract.

Final Acceptance: The point when City acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Hardware: Tangible goods, excluding software and data, including, but not limited to, motherboard(s); firmware; memory; internal or external expansion card(s); power supply(s); fan(s); storage controller(s); internal or external hard disk(s); CD-ROM, DVD, Blu-Ray or other media drive(s); graphics controller(s); display screen(s); human interface devices e.g. keyboard, mouse, track ball, touch pad, web camera, microphone; biometric readers e.g. fingerprint scanner(s), retina scanner(s), voice print analyzer(s); security token(s) e.g. Express Card(s), Smart Card(s), PC card(s), USB token(s), crypto key generator(s); software authorizing devices e.g. serial, parallel, or USB dongle(s); equipment or devices to connect the computer to external peripheral equipment such as networks,

printers or scanners; cable(s), coupler(s) or adaptor(s); mounting or supporting device(s); housing(s); enclosure(s); external subsystems e.g. Ethernet switch(es), storage system(s), tape drive(s), radios, communication systems, and/or UPS(s).

Object Code: The executable, machine-readable, form of a Software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. This Contract may be part of a larger City project.

Project Sponsor: Individual designated by the City to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Request For Proposal ("RFP"): The original "Request for Proposal" published by the City of Renton, including Addenda thereto and written clarifications made by the City of Renton in response to vendor inquiries.

Response to RFP: Those documents and materials submitted by vendors to the City of Renton in response to the RFP.

Scope of Work ("SOW"): That Attachment to the Contract consisting of written descriptions of Services to be performed, or the goods to be Provided or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time, or effort by a Contractor for the following, but not limited to: installation, maintenance, support, configuration, custom Software, or consulting.

Software: All or any portion of the then commercially available version(s) of the computer executable programs and Enhancements thereto, including Source Code, localized versions of the computer executable programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the City.

Source Code: A set of human readable instructions, written in a programming language, that must be translated to Object Code before the program can run on a computer.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the revised, Enhanced, or modified Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

Work Product: As used in paragraph 2.19 of this Contract Template, Ownership/Rights to Work Product, regarding City's rights to Work Product, includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, training guides, and/or sound reproductions.

I. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the City and the Contractor who shall be responsible for Providing the Work described herein. The City is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. In accordance with the FBI's Criminal Justice Information System Policy 4.5, all vendor employees that might access City systems will be required to comply with the personnel security screening requirements set forth in the policy. That screening may include, but is not limited to, a state of residency fingerprint check and additional screening as deemed appropriate by the City. All screening will be done prior to access to the City's systems, either from the vendor's site or the City's. Should the vendor send an employee that has either not been screened, or fails the security screening, for any reason, the City retains the right to turn away such employee and prohibit his/her access. All travel costs, if any, for such employee will be the responsibility of the vendor. The City retains the right to approve vendor employees assigned to the project and request a change of personnel based on employee performance. The City may refuse project staff for any reason without recourse by the vendor.

The Contractor's performance under this Contract may be monitored and reviewed by City personnel. Reports and data required to be Provided by the Contractor shall be delivered to the City as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the City shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties. Contract Amendments may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Contract.

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The City for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the City, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the City, the Contractor shall account for the same and dispose of it in the manner the City directs. All termination payment requests may be subject to Cost or Price Analysis.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the City may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have five (5) Days to cure the default or provide the City with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default, or as otherwise set out in the Contract or noted in the Maintenance Agreement.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the City, the City may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, less any damages to the City caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis, whichever is more beneficial to the City, at the City's option.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the City hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way during the Contract term or in any Contract Amendment hereto, the City may, upon written notice to the Contractor, terminate this Contract in whole or in part.

Payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The City shall be liable only for payment in accordance with the terms of this Contract for Services performed and Accepted prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract (including any related purchase order) to provide further Work pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 *Force Majeure*

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal

operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the City shall receive no less priority in respect to such allocation than any of the Contractor's other customers. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

1.5 *Washington State Sales Tax*

The City shall make payment directly to the State of Washington for all applicable State sales taxes if the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the City, promptly remit appropriate amounts to the State of Washington.

1.6 *Taxes, Licenses, and Certificate Requirements*

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes, fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

The Contractor and Subcontractor(s) shall maintain throughout the term of the Contract a City of Renton Business License.

1.7 *Assignment*

Neither party shall assign or transfer any interest, obligation or benefit under or in this Contract, whether by change of control of greater than 51%, transfer of a controlling interest of greater than 51%, sale of assets or stock, merger with another entity, assignment or novation, without written consent of the other party. If assignment or transfer is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender subject to city approval. An assignment or transfer shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

*******OPTIONS FOR INDEMNITY AND HOLD HARMLESS--USE ONLY ONE*******

1.8 *Indemnification and Hold Harmless*

Use the first for SERVICES*****

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City, the Contractor shall indemnify and hold harmless the City, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the goods and/or Services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the City and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. This

indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the City incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this paragraph, or to enforce the provisions of this paragraph, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the substantially prevailing party.

*******OPTION 2 *** FOR goods and/or Services *******

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the City from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the City gives Contractor prompt notice of any infringement claim brought against the City regarding the Software and the City gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the City. Before final payment is made on this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims. Contractor shall have no liability to indemnify or defend the City to the extent the alleged infringement is based on: (i) a modification of the Software by the City or others authorized by the City but not by the Contractor; or (ii) use of the Software other than in accordance with the Documentation. If the City is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the City for its costs and expenses as well as any judgment entered against the City.

B. Indemnification For All Other Actions

Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees, Subcontractors and/or agents. Contractor's indemnification obligation shall include but is not limited to, all claims against the City by an employee or former employee of the Contractor or its Subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the City only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the City incurs any costs including attorneys' fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the Indemnitor.

1.9 *Applicable Law and Forum*

This Contract shall be governed by and construed according to the laws of the State of Washington, including but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning

this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District Court for the Western District of Washington, in Seattle, Washington.

1.10 *Conflicts of Interest and Non-Competitive Practices*

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no undisclosed direct or indirect pecuniary or proprietary interest in the Work required to be performed under this Contract, and that it shall not acquire any such interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the City or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the City by offering any valuable consideration, thing or promise, in any form to any City official or employee shall have his or her current Contracts with the City canceled and shall not be able to enter into any other Contract with the City for a period of two (2) years.

C. Disclosure of Current and Former City Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. City employees or former City employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the City or within one (1) year after leaving City employment if he/she participated in determining the Work to be done or processes to be followed while a City employee. For purposes of this section (1.10), the term "city employee" shall include any individual who may have been an independent contractor, but (a) whose primary place of work was at the city, (b) whose work schedule was directed by any city employee, (c) who maintained an office space at the city, (d) who managed or supervised city employee(s), or (e) who reported hours worked to the city's finance or payroll department.
2. Contractor shall identify at the time of offer current or former City employees involved in the preparation of proposals or the anticipated performance of Work if awarded the

Contract. Failure to identify current or former City employees involved in this transaction may result in the City's termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the City of current or former City employees who may become involved in the Contract at any time during the term of the Contract.

1.11 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Project Sponsor and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract Documents. The City reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Project Sponsor and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Project Sponsor and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Project Sponsor and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Finance & Information Technology Administrator (FIT Administrator). In the event the FIT Administrator is also the Project Sponsor, the appeal shall be directed to the Assistant Chief Administrative Officer (ACAO) of the City. Such written notice of appeal shall include all information necessary to substantiate the appeal. The FIT Administrator, or ACAO, shall review the appeal and make a determination in writing, which shall be final. Appeal to the FIT Administrator, or ACAO, on additional time or compensation claims shall be a condition precedent to litigation.

Pending final decision of a claim and appeal hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Sponsor or Project Manager. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the City.

1.12 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through the claims and appeal process set forth in the Claims and Appeals paragraph above, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.13 Maintenance of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or City auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or City auditors shall have access to

records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the City. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or City audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. Proof of Compliance with Contract

The Contractor shall, upon request, provide the City with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the City and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

1.14 Other Public Agency Orders

Other federal, state, City and local entities may use the terms and conditions established by this Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

1.15 Environmental Purchasing Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to Provide them.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

1.16 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment and Provision of Services

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of Services or any other benefits under this Contract.

- B. Equal Benefits to Employees with Domestic Partners

the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

- C. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in City Contracts or to obtain or compete for Contracts and Subcontracts as sources of supplies, equipment, construction and Services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate

against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW 49.60, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

While not a requirement of this Contract, the City encourages the Contractor to use businesses, including Small Contractors and Suppliers (SCS), as defined herein, and minority-owned and women-owned business enterprises in City Contracts. The term "Small Contractors and Suppliers" means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is set at fifty percent (50%) of the federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than seven hundred fifty thousand dollars (\$750,000).

The City encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises at the following website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181 or jwheat@omwbe.wa.gov.
2. Use the small services of available community organizations, consultant groups, local assistance offices, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity

Vendor shall execute the attached City of Renton Fair Practices Policy Affidavit of Compliance form, Comply with City Administrative Policy 1.2, and upon completion of the contract Work, file the attached compliance statement.

G. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least six (6) years after completion of all Work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of Services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

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

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of paragraph 1.16 shall be a material breach of this Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by this Contract and by applicable law.

I. Required Submittals Upon Completion of Work

Upon completion of Work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to City of Renton Finance & Information Technology Department. Identify amounts actually paid, and any amounts owed, to each Subcontractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment.

*****Option To Be Included When Services Will Be Provided*****

J. Compliance with Section 504 of the Rehabilitation Act of 1973

The contractor has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA").

1.17 Prevailing Wage

Contractor and Subcontractors shall pay prevailing wages.

1.18 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.19 No waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

II. SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. Upon the Effective Date, the City shall issue purchase order(s) directing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be X (X) years, and may be extended for additional XXX increments, commencing on the Effective Date of the Contract and subject to the termination provisions at paragraph 1.3, Termination for Convenience/Default/Non-Appropriation. The Warranty Period begins at Final Acceptance and continues for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement begins and continues from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the initial term plus extensions, is X (X) years unless extended by written agreement signed by all parties. The Software License shall be perpetual. If during the Contract term, additional units or services need to be purchased, the City will pay either the unit cost as identified in the Contract or the then current market value, whichever is more beneficial to the City

2.3 Notices

All notices or documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

CITY OF RENTON	CONTRACTOR
Project Manager	
Name	
1055 South Grady Way	
Renton, WA 98057	
(425) 430-xxxx	
xxxxxx@rentonwa.gov	

For Contract related notices, questions or documentation contact:

Project Sponsor	
Name: name	
City of Renton	
1055 South Grady Way	
Renton, WA 98057	
(425) 430-xxxx	
xxxxxx@rentonwa.gov	

2.4 Notices for Appeal:

Where FIT Administrator is NOT Project Sponsor	Where FIT Administrator is Project Sponsor
Iwen Wang, FIT Administrator	Marty Wine, Ass't Chief Admin. Officer
City of Renton	City of Renton
1055 South Grady Way	1055 South Grady Way
Renton, WA 98057	Renton, WA 98057
(425) 430-6858	(425) 430-6526
IWang@rentonwa.gov	MWine@rentonwa.gov

2.5 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the City shall furnish invoices to the Project Manager.

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the City. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract, provide: item number, quantity, description, Contract price and when applicable provide the manufacture, list price and discounts. For Services, invoices shall identify either milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The City will not be bound by prices contained in an invoice that are higher than those in this Contract. The invoice may be rejected and returned to the Contractor for a correct invoice.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, other than a rejected invoice, the City shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

1. The City will pay invoices submitted by the selected vendor as progress is made against mutually agreed upon milestones and deliverables on the implementation project and agreed upon service stipulated in the final agreement. Prior to payment, invoices will be reviewed to determine if billing is reflective of actual agreed upon project progression and performance. Upon acceptance of the billing by the City's Project Manager the payment will be processed and submitted to the vendor.

*******Use for SERVICES*******

2. There will be a holdback of 20% of the total system cost which will not be paid until Final Acceptance by the City. The City agrees that acceptance shall not be unreasonably delayed.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the City.

2.6 *Purchase Orders*

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in this Contract. The purchase orders issued by the City may reflect agreed to Contract Amendments.

2.7 *Pricing*

Prices shall be as stated in the Contract Price, and shall remain firm during the initial term. Any price adjustments shall be addressed in accordance with paragraph 1.2, Contract Amendment.

2.8 *Shipping Charges*

All prices shall include freight FOB to the designated delivery point. The City shall reject requests for additional compensation for freight charges.

2.9 *Acceptance Process*

The City may Accept Work by phase or milestone as specified in the Scope of Work. The Contractor will give the City "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the requirements in the Contract.

A. Acceptance Process

Upon completion of the milestone deliverables, the Contractor will notify the City and the Acceptance process will commence. Acceptance shall be based on conformance with the Scope of Work. After notice by Contractor of completion of the milestone, City will issue a written notice of milestone Acceptance or Provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverables.

B. Correction of Deficiencies Process

If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the receipt of Contractors' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project

schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the City Project Manager and the Contractor's Project Manager, the City will determine the appropriate corrective action(s) up to and, including declaring a breach of Contract.

2.10 *Final Acceptance Process*

The City shall begin the Final Acceptance process as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include sixty (60) days of continuous operation of the Work without material defect in accordance with the Contract in the City's fully implemented production environment.
- C. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Contractor.
- D. If the City determines that the Work is not Acceptable, the City shall notify the Contractor in writing, describing the deficiencies.
- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another sixty (60) Day successful operation period shall follow any corrections or replacements to the Work. Subsequent thirty five (35) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the City Accepts the Work following a second or subsequent Acceptance test the City will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work the City may declare a breach of Contract.

2.11 *Warranty Provisions*

- A. No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Scope of Work or plans, payment for Work, or Acceptance or Final Acceptance of the Work by the City shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term

The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the City. Any Work corrected shall be subject to this paragraph to the same extent as the Work initially Provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the City by the Contractor and those extended to the

Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the City in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

******* Optional paragraph for Services RFP's *******

2.12 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of the Services and any Software Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the City of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

******* Optional paragraph for Software RFP's *******

2.13 Express Warranties for Software

- A. Contractor warrants that on the date of Final Acceptance, the Software Provided hereunder shall be free from programming Errors and when used in accordance with this Contract shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that it has full power and authority to license or sublicense the Software to the City without the consent of any other Person.
- C. Contractor warrants that the Software, the License to the City to use the Software, instructions for use of the Software, Documentation and the performance by Contractor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants the tapes, CD's, DVD's or other media delivered to the City to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the City.
- E. Contractor warrants that the Software Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides

information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through Contract with the Contractor is capable of electronic self-help that may deprive the City of the use of the licensed Software.

- F. Contractor warrants that future maintenance or Software releases shall not degrade the Software, cause a breach of any other warranty or require the City to purchase new or additional hardware or Software for continued operation of the Software.
- G. Contractor warrants functionality as described in the Scope of Work and represents that the Work identified in the Contract has been specifically selected, designed, and/or configured for the City as being an operationally efficient integration of Hardware, Software and Services.
- H. Contractor shall be responsible for Providing and implementing a Software and/or Hardware system that is successfully integrated into the existing system environment of the City and meets the functional requirements as specified in this Contract.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.14 Express Warranties for Hardware

- A. All hardware will include a complete warranty covering all parts, labor, travel and all other expenses, for a period of a minimum of one (1) year from final Acceptance. The Contractor shall serve as a single point of contact, and provide the name, address and telephone number of the individual to contact when maintenance is required. The Contractor shall further provide escalation procedures and contact names and numbers to be used when normal maintenance procedures are not adequate to resolve problems.

2.15 Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the City discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the City, correct the defect, Error or nonconformity by, among other things, making additions, modifications, adjustments, or replacements to the Work as may be necessary to keep the Work in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially Provided.
- B. There must be a sixty (60) day warranty period, during which the City may return defective hardware to Contractor and it shall be replaced without charge to the City.
- C. In order to qualify for remedial action under these warranties, the City shall report a warranty failure to the Contractor in writing within eighteen (18) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the City or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The City shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) Days after receiving the written notice, the City, in its sole

discretion, may correct the defect itself. In the case of an emergency where the City believes delay could cause serious injury, loss or damage, the City may waive the written notice and correct the defect. In either case, the City shall charge-back the cost for such warranty repair to the Contractor.

- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2.16 *Defective Work*

Prior to Final Acceptance, when and as often as the City determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its discretion. If the City rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.17 *Hardware and Software Warranty Process*

During the warranty period, Hardware and Software support shall be as described in the Maintenance Agreement, Section 3 of this RFP.

2.18 *Hardware and Software Maintenance*

After the warranty period, Hardware and Software Maintenance support shall be as described in the Maintenance Agreement, Section 3 of this RFP.

******* USE "Ownership/Rights to Work Product" only if the Contract is for R & D (RESEARCH & DEVELOPMENT or SOFTWARE DEVELOPMENT) and exceeds five million dollars (\$5,000,000). *******

2.19 *Ownership/Rights to Work Product*

- A. All data and Work (collectively called "Work Product") produced pursuant to this Contract shall be considered "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq., and shall be owned by the City. Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- B. If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to the City the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- C. Contractor shall execute all documents and perform such other proper acts, as the City may deem necessary to secure for the City the rights Provided pursuant to this paragraph.
- D. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the City. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

- E. Work Product developed for this Contract including preexisting material needed to operate the Work Product shall be transferred to the City with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license.

2.20 *Independent Status of Contractor*

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under RCW 41.06., or RCW Title 51.

2.21 *Non-Disclosure of Data*

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not use nor distribute the City data in any form without the express written approval of the City.

2.22 *Non-Disclosure Obligation*

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure, to allow City to seek legal protection of such information. The notice shall allow for ten (10) business days to take whatever action the City deems necessary to protect its interests.

2.23 *Public Disclosure Requests*

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, RCW 42.56 (the “Act”).

If the Contractor considers any portion of any record provided to the City under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City shall not be liable to the Contractor for inadvertently releasing records pursuant to a

disclosure request not clearly identified by the Contractor as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.”

2.24 Pricing of Spare Parts

The City may, in its discretion, conduct a Cost or Price Analysis on specific spare parts, including but not limited to if pricing appears to be in excess of standard industry pricing for similar parts. The City is not required to purchase spare parts under this Contract if it can purchase the same item(s) from another source under terms that are more advantageous to the City.

2.25 Product Return

The City reserves the right to return to the Contractor, those parts and supplies determined to be surplus and no longer required by the City. Parts and supplies eligible for return to the Contractor shall have been ordered by the City for inventory or as spares, be unused, and in the same general condition as when received. The City shall advise the Contractor in writing of its intention to return any parts and supplies before the Contract closes.

The Contractor shall only be authorized a restocking fee if agreed to at the time of Contract execution and as described in Attachment A, Price, for the return of parts and supplies. The Contractor shall, at the City’s option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any restocking fee) to the City.

This paragraph does not apply to any merchandise made to order for the City.

2.26 No Prototype Components

All Work shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2.27 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to any sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2.28 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the City under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the City. The Contractor shall notify the City in writing at least sixty (60) Days before it plans to supply the City with an asbestos-containing product. The City shall respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

***** Use the following paragraph "Design Defects" Only For Hardware *****

2.29 Design Defects

The City shall declare a design defect in the event that *** twenty percent (20%)*** of the number of like items purchased under this Contract fail for the same failure. The City shall notify the Contractor of the defect in writing; the Contractor shall Provide a modification, redesign or a plan to correct the defect within xx (xx _____) Days of receipt of the notification.

The warranty period and terms for corrected items shall be the same as for the initial items purchased under this Contract. An extended warranty on items determined to be design defects shall have the same term as the original warranty. This extended warranty shall begin on the correction of the defect.

If repairs or modifications made necessary by design defects are not completed for an extended period of time, the extended period of the lack of correction shall not be considered in computing the warranty end date. The same warranty shall remain in effect until a correction is implemented.

2.30 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through paragraph 1.2, Contract Amendment.

*****for use when Contract includes Research and Development only or where the Work is in excess of five million dollars (\$5,000,000) *****

2.31 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this paragraph as "Subject Data") shall be vested in the City.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the City. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that the substance of foregoing paragraph is included in each Subcontract for the Work under this Contract.

2.32 Software License

Subject to the terms and conditions set forth in this Contract and the Software License Agreement, Attachment E, including payment of the license fees by City to Contractor, Contractor hereby grants to City a perpetual, non-exclusive, non-transferable license to use the Software, including any Software and Source Code released, as well as any Documentation.

2.33 Disaster Recovery

In the event a disaster is declared at any City site(s), Contractor will allow the City the right to use the Software in accordance with the Software License Agreement, Attachment E at the recovery site identified by the City, at no additional cost to the City for moving the Software to the recovery site Services or maintenance.

2.34 Bug Status Reports

The Contractor shall Provide bug status reports specifying all known outstanding bugs in the current version of the Software. The initial bug status report shall accompany the Software when delivered. Subsequent reports shall be Provided monthly or as agreed to by the City Project Manager.

2.35 Enhancements, Upgrades, Replacements and New Versions of Software

- A. The Contractor agrees to Provide to the City, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates, or generates.
- B. As long as the City has a Maintenance Agreement , Attachment F, the Contractor shall notify the City of the availability of newer versions of the Software and within thirty (30) Days Provide the City with this new version. The Contractor shall Provide Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the Software. The Contractor shall Provide bug status reports specifying all known, outstanding bugs in the new Software version(s). The information shall be updated periodically as new information and work-arounds become known. The Contractor shall also Provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or New Versions of the Software.
- C. Contractor shall configure the most robust and cost-effective, latest-technology system to meet the City's needs and developing systems requirements. The Software and Hardware to be delivered shall be the current production version as determined by the City.
- D. The Vendor agrees that as long as the City is current on its annual maintenance with the Vendor that the City shall have the right, at its option, to migrate to any new Software product with similar functionality that the Vendor develops, sells or acquires, including but not limited to Software written in a new language, on a new platform, and/or on a new database, at no charge to the City.

2.36 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA).

III. INSURANCE REQUIREMENTS

3.1 *Evidence and Cancellation of Insurance*

- A. Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the City, deliver to the City all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 *Insurance Requirements*

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.
By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

For all coverages:

- 1. Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.
- 2. If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability: The Consultant shall secure and maintain commercial liability insurance in the amount of \$1,000,000 in full force throughout the duration of this Consultant Agreement. It is agreed that on the CONTRACTOR's policy, the City of Renton will be named as Additional Insured(s) on a non-contributory primary basis. A

certificate of insurance and the Primary & Non-Contributory Additional Insurance Endorsement page, properly endorsed, shall be delivered to the City before executing the work of this Contract. Please note: The cancellation language must read “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 45 days’ written notice to the certificate holder named herein.”

2. Automobile Liability: In the event that use of an automobile is required in the performance of this Contract, Automobile Liability coverage shall be Provided, with the minimum limits set out herein.
3. Professional Liability: Professional Liability, Errors and Omissions coverage. In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.
4. Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or “Other States” State Law.
5. Employers Liability or “Stop Gap”: The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

3.3 *Minimum Limits of Insurance*

- A. The Contractor shall maintain limits no less than, for:
 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.
 4. Workers’ Compensation: Statutory requirements of the state of residency.
 5. Employers Liability Stop Gap: \$1,000,000.
 6. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the City and shall be the sole responsibility of the Contractor.
 7. Other Insurance Provisions: The insurance Provided pursuant to these requirements shall be on a Primary and Non-Contributory basis. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
 8. Liability Policies: The City, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. Acceptability of Insurers Unless otherwise approved by the City:

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

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

E. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance. **The City requires this Endorsement to complete the Contract.**