



**City Of Wilsonville
REQUEST FOR PROPOSALS
GOODS AND SERVICES**

Telecommunications System Replacement

Date Due: Thursday, January 10, 2019
Time Due: 2:00 p.m. PST

Submit proposals to:

Richard Gross
Project Manager, Information Services
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

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PUBLIC NOTICE

REQUEST FOR PROPOSAL **Telecommunications System Replacement** **City of Wilsonville** **Bids due 2:00 p.m., January 10, 2019**

The City of Wilsonville ("City") invites qualified individuals or firms to submit proposals to provide services related to the Telecommunications System Replacement Project based upon the Scope of Work contained in the Request for Proposals (RFP). Sealed proposals, in writing, will be received by the City of Wilsonville, 29799 SW Town Center Loop East, Wilsonville, OR 97070, until Thursday, January 10, 2019, at 2:00 P.M. local time. Facsimile or electronically transmitted Proposals will not be accepted.

Send Material To:

Richard Gross (Project Manager)
Network Administrator
Information Technology Department
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

RFP packets are available on the City's website at <https://www.ci.wilsonville.or.us/RFPs> (then select the project link).

The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

As advertised in the Daily Journal of Commerce on December 05, 2018.

By Order of:
Andy Stone
Information Technology Director
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

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SECTION I

BACKGROUND AND SCOPE OF WORK

I-1. Introduction

The City of Wilsonville invites qualified vendors or individuals to submit proposals to provide the services described in this Request for Proposal (RFP). The City is seeking to replace the existing telecommunications system with a new comprehensive Voice over Internet Protocol (“VoIP”) solution that blends system reliability, redundancy, and future scalability. The intent is to acquire an on-premise or hybrid system. A fully hosted solution will not be considered.

This RFP is for products and services, including project management and implementation of a new system, including migration from the existing system, deployment of new devices, training, and three years of maintenance and customer support. The City is not soliciting proposals for consulting services only.

I-2. Background Information

Wilsonville serves as a gateway between the Portland metropolitan area to the north and the agricultural lands of the Willamette Valley to the south. The City straddles I-5, has excellent freeway access, and is close to the I-205 interchange. Over 60% of Oregon’s population lives within 50 miles of the City. All these factors make Wilsonville an attractive employment hub, with over 800 local businesses, and one of Oregon’s most rapidly growing cities with over 24,000 residents. Throughout the growth, the City of Wilsonville has benefited from thoughtful planning, high development standards, and a beautiful natural environment.

The City’s current phone system was originally installed in 2004. The phones and hardware associated with the system are reaching end of life and are in need of being replaced. The system is currently supported by staff from the Information Technology Department.

The decision to issue an RFP was made to allow the City to evaluate current phone systems on the market so the City can find the system that best fits its needs. Those findings formed the basis for the RFP requirements.

I-3. City Technology and Network Standards

The City’s Cisco phone system receives two PRIs supporting DID numbers. It delivers services to all City sites via private 1GB fiber connections. A complete hardware inventory is available upon request. For a complete list of telephone hardware by location, please see **Attachment B** attached hereto and incorporated herein.

System Overview	
PBX Model – Cisco Call Manager	
Software - Version 11.5	
Cisco Unity Connection Voice Mail Server version 11.5	
Modules	
Cisco 2911	3
Cisco 2901	3
Cisco ATA units	8
Working Port Counts (183 Total)	
Analog line faxing	14
IP standard desk phones	150
IP front-desk phones	6
IP conference phones	9
IP courtesy phones	2
PRI T1's (from Telco)	2

The City's network is comprised mostly of Cisco equipment - primarily Cisco series switches. The following platforms are currently in use or will be deployed soon:

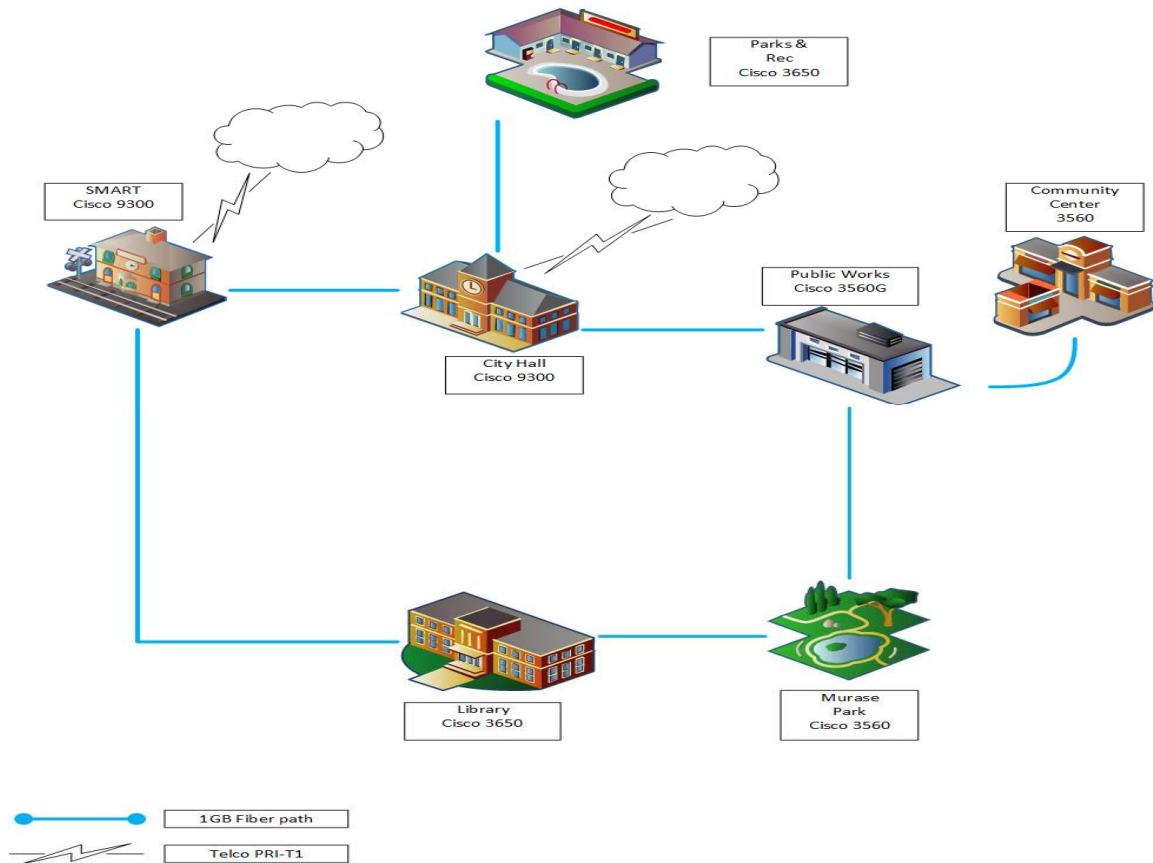
1. Access layer platforms: Cisco 2960, 3560, 3650, 9300
2. Distribution / core platforms: Cisco 9300
3. All network gear in this proposal supports QoS and PoE
4. Wireless – Aruba 7030 Controllers with 17 AP's

Other City technologies and standards that should be considered in proposed designs:

1. Windows Servers
2. Server OS's managed by the City require patching, monitoring, and antivirus
3. Windows 2016 Active Directory
4. Office 2016
5. Server Virtualization – VMWare
6. Physical servers - Dell
7. SQL databases
8. Central SNMP System Monitoring console

Network Architecture and Locations

City of Wilsonville Phone Replacement RFP
Network Diagram 11/2018



Location Specifics

1. Wilsonville City Hall currently houses the main Cisco Call Manager server and it is the main data center for the City.
2. Public Works – this location is the office for all utility field crews at the City, including Roads, Wastewater, Stormwater, Water, and Facilities. This location currently houses the second Cisco Call Manager server.
3. Community Center – this location has a mixture of City equipment and phones.
4. SMART/Fleet – the City wishes to make this location the secondary phone system location (our DR site) and also another source for telco (PRI).
5. Library – this location has a mixture of City equipment and phones as well as LINCC equipment/network.
6. Parks and Rec – this location has a small number of City equipment and phones.

I-4. Project Goals and Success Measures

A new telecommunications system for the City should be a comprehensive VoIP telephony solution that blends technologies into a reliable and manageable system that will scale to meet the City's evolving communication needs and ensure system stability.

The system will meet security and compliance requirements as well as provide features to support City staff communication needs. The vendor selected will design, install, migrate from the old system to the new, and provide ongoing maintenance and customer support for a VoIP telecommunications system.

The timeline for this Project is to have all locations migrated preferably by June 1, 2019, but must be completed by June 28, 2019. If the timeline proves impractical, the City is interested in temporary or staged strategies to ensure continued phone coverage for all City locations, allowing more time for structured migration.

The Project will be considered successful if the following Project goals are met:

1. Placement of a new system by June 28, 2019, including decommissioning of phone system hardware.
2. Employees will be involved in a needs assessment by the vendor to determine that the right system solutions and hardware are chosen.
3. All current phone numbers have been moved from existing system to new system.
4. Employees have all resources to properly use the new system; system and hardware should be intuitive and self-service centric.
5. Ongoing support and maintenance are in place at the end of the deployment/system implementation phase.
6. Technology Services staff will be successfully trained from vendor, and continued management of the system has been defined.

I-5. Scope of Work

The chosen vendor will provide and implement a VoIP telephony solution for the City. That implementation should include the following:

1. Project Kickoff
2. Information gathering to ensure the needs of City staff are met
3. IP-based Voice Capabilities
4. Reliability and System Longevity
5. System Redundancy
6. System Administration
7. Support and Service Capabilities
8. Scalability
9. Training and Usage Plan
10. Migration Plan from Existing Telephony System
11. Migration of existing incoming lines at City Hall and SMART/Fleet locations
12. Installation plan and support for all hardware
13. The City has an existing VMWare virtual environment. Proposed virtual servers may be integrated into the existing environment to be determined during the project planning stage.
14. The City is currently using PRI trunks from the Telco, but would explore the possibility of moving to SIP trunks.
15. Removal and disposal of all unused legacy equipment, including servers, handsets, gateways, battery backups, and all other related equipment.

See below for additional details on a selection of anticipated work products (work products not limited to items described):

Implementation and Deployment Plan

The vendor shall work with City staff to develop an implementation plan and schedule for successful implementation of the system, and deployment of new hardware. The plan shall cover the entire implementation process, including but not limited to detailed requirements, configuration, testing, documentation, training, and “going live.” The implementation plan shall include a timeline, roles and responsibilities, staffing plan, training, and a listing of resource requirements from the City.

Training Plan

The vendor shall be responsible for providing initial training to select City staff to ensure an understanding of system capabilities and functionality before final implementation and deployment are scheduled and configuration activities are complete. The City reserves the right to ask the vendor for detailed training information, such as the length of the courses offered, training format, recommended maximum number of attendees, agenda, intended audience, method and time required, and copies of all training materials necessary for the vendor-conducted training. The City retains the right to reproduce training materials for internal training, refresher courses, or for sessions for new staff following implementation. This applies to the system at deployment as well as subsequent system updates that may require training on new capabilities.

Further specifics of all above items shall be negotiated through the contracting process between the City and the selected vendor.

I-6. Desired Work Experience

Preference for previous work experience with municipal governments and/or first responders. Preference will also be given for vendors that can provide local account managers and onsite support.

The City desires to partner with the selected vendor to work as a team throughout the Project. Staff will be available for specific assignments, regular deliverables, and project review meetings, training, testing, and assistance.

I-7. The Time Period for Completion of the Project

The Project should be fully completed by no later than June 28, 2019. However, the City would like the vendor to propose the best timeframe for implementing its product.

SECTION II

PROPOSAL PROCESS

II-1. Schedule of RFP Events

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

- Advertise Request for Proposals 12/05/2018
- RFP Change Request Deadline 01/03/2019
- RFP Question Submission Deadline 01/03/2019
- Addenda Issuance Deadline 01/07/2019
- Proposals Due 01/10/2019, 2:00 p.m.
- Evaluation of Proposals Complete 01/25/2019
- Interviews Scheduled 02/04/2019 –02/08/2019
- Notice of Intent to Award 02/15/2019
- Award Protest Deadline 02/22/2019, 5:00 p.m.
- City Council Award Hearing 03/04/2019
- Notice of Award 03/05/2019

II-2. Proposal Due Date and Opening

Sealed Proposals, in writing, will be received by Richard Gross, Project Manager, Information Services, Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville OR 97070, until January 10, 2019 at 2:00 p.m. PST. Late proposals will be retained and will not be considered for award.

Proposals must be sealed, clearly addressed, and marked with the RFP number and title. Proposals may be mailed to the City but must be received no later than the above stated date and time. It is the responsibility of the Proposer to ensure the proposal was received in a timely manner. Hand delivered proposals will be received at the front desk in the main lobby of Wilsonville City Hall. Facsimile or electronically transmitted proposals will not be accepted.

The City will not publicly open or read proposals aloud.

II-3. Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City will only negotiate those provisions of the contract that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council. The Wilsonville City Council will then make the final contract award decision.

II-4. Solicitation Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-047-0740. The protest must be in writing and submitted to:

City of Wilsonville
Attn: Richard Gross
Project Manager, Information Services
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR to:
gross@ci.wilsonville.or.us

Award protests shall include "Award Protest – Telecommunications System Replacement" in the subject line or written on the front of the envelope. The written protest must be received by the City no later than **5:00 p.m. local time on February 22, 2019**. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

II-5. Official Contacts

Questions regarding the Scope of Work must be directed to the Project Manager. Requests for clarification are due by January 3, 2019, to:

Richard Gross, Project Manager
Information Services
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070 (503) 570-1514
Email: gross@ci.wilsonville.or.us

SECTION III

PROPOSAL FORM AND CONTENT

III-1. General Information

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Provide **one easily reproducible original and five (5) copies** of the proposal; the cost schedule copies should be included in a separate sealed envelope. Include one (1) electronic copy of proposal on a thumb drive labeled with company name.

The thumb drive should include two files – one for the proposal and one for the cost schedule (see III-7 for specific instructions on the cost schedule). Electronic copy should include copies of proposal in native format (e.g., Microsoft Word, not PDF). Proposals shall be easily recyclable; plastic and wire bindings are discouraged. The proposal shall not exceed **30** pages in length; consecutively number all pages of the proposal. Organize the proposal in accordance with Section III-3.

III-2. Written Clarifications

The City will accept written questions to clarify any aspect of this RFP or the Project on or before January 3, 2019. Please email questions to Richard Gross, gross@ci.wilsonville.or.us. Responses to the written questions will be released on or before January 7, 2019.

III-3. Proposal Requirements

To be considered complete, a proposal will include the following:

1. Letter of Transmittal
2. Certification Statement
3. Statement of Qualifications
4. Completed Product Description and Functional Requirements section
5. Completed Project Approach, Implementation, and Training section
6. Completed Support and Maintenance Section
7. Completed Cost Schedule

Additional guidelines for items 1, 2, and 3 are below. Items 2 and 4 through 7 are in Section VI and must be completed as part of the proposal.

III-4. Letter of Transmittal

All proposals must include a cover letter addressed to the City's Project Manager and signed by a duly constituted official legally authorized to bind the Proposer to both its proposal and cost schedule. The cover letter may briefly summarize the key provisions of the proposal. The cover letter must include the name, address, and telephone number of the Proposer, and the name, title, address, email address, and telephone number of the person authorized to represent the Proposer and to whom the City should direct correspondence. The letter of transmittal does not count towards the 30-page limit.

III-5. Certification Statement

All proposals must contain a signed certification statement (see Section VI). The certification statement does not count towards the 30-page limit.

III-6. Statement of Qualifications

Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the City rather than describing the general experience and qualifications of the firm. The City will not consider promotional literature of a general nature. The focus should be on recent and local project experience that is relevant to the Scope of Work outlined in this RFP. Include the following information:

Qualifications of the Firm

1. Describe the firm's capabilities and experience.
2. List firm experience working with similar projects.
3. Describe how your company is legally qualified in the State of Oregon to perform the work requested.

Project Manager and Key Personnel Qualifications

The project manager is the person who will be assigned by the Proposer to provide day-to-day management of this Project.

1. List the qualifications of the project manager who will work on this Project. Include a description of the relevant education and training, certificates and licenses, professional background, and years of experience with work relevant to the Scope of Work of this RFP.
2. Provide three (3) client references who have worked with the project manager.
3. Describe the experience of the project manager, particularly with similar projects with government entities. Identify the project manager's specific role in relevant projects; do not include projects where the project manager had a minor or no active role.
4. Provide information about the qualifications and experience of key personnel.
5. Describe the experience of the project manager working with the key personnel.

III-7. Cost Schedule

The Proposer's cost schedule (Section VI-5) shall be submitted with the proposal but in a separate sealed envelope and as a separate Excel file on the thumb drive. Submit one original and five (5) copies of the cost schedule. The exterior of the envelope shall be labeled "COST SCHEDULE FOR TELECOMMUNICATIONS SYSTEM REPLACEMENT" and shall include the name and address of the Proposer. The cost schedule will not be considered until after the initial ranking of all proposals. Please see section VI-5 for Cost Schedule form.

III-8. Optional Proposal Components (not included in 30-page limit):

1. Additional Information (limit of five pages).
2. Any proposed changes to the City contract [see **Attachment A** for City contract sample] (limit of five pages).

SECTION IV

EVALUATION / SELECTION OF PROPOSALS

IV-1. Clarifications

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other abilities prior to selection.

IV-2. Proposal Evaluation

a) Evaluation Criteria

The City will make a selection based on the evaluation of the written proposals and interviews. The City may elect to interview all Proposers or only the highest ranked Proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. The City reserves the right to request a Best and Final Offer (BAFO) from the top ranked Proposers.

Written proposals, interviews, and any BAFO will be evaluated based on the following criteria:

1. Qualifications – 15%
2. Product and Functional Requirements – 30%
3. Project Approach, Implementation, and Training – 20%
4. Support and Maintenance – 15%
5. Cost Schedule – 20%

The information provided by the Proposer in response to Section VI will be used to evaluate criteria 1, 2, 3, 4, and 5. Information gained during interview and references will be considered during the evaluation of criteria 1, 2, 3, and 4.

b) Method of Selection

A Selection Review Committee will evaluate each submitted written proposal and each interview, when applicable, to determine the Proposer whose proposal is the most advantageous to the City, based on the evaluation process and evaluation criteria outlined in this RFP. The City will award the contract to the highest ranked responsive Proposer.

IV-3. Single or Multiple Contracts

One vendor will be selected to provide all services.

IV-4. Notice of Intent to Award

Upon completion of the evaluation process, the Selection Review Committee will advise the Proposers of its number one selection by emailing a Notice of Intent to Award to all Proposers.

IV-5. Term

The contract end date will be negotiated as part of the contract, but should be no later than June 28, 2019.

IV-6. Compensation

The final contract will be negotiated on a not to exceed price for goods and services.

SECTION V

GENERAL RFP INFORMATION

V-1. General RFP Information

A. Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by pick-up or standard mail, and will be made available for download at www.ci.wilsonville.or.us/RFPs.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **January 7, 2019**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

B. Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without

obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

C. Cancellation

The City reserves the right to cancel this RFP or the contract award, at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

D. Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

E. Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

F. Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. The Proposer has carefully examined all RFP documents, including the draft Goods and Services Contract (attached as **Attachment A**), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, the Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Contract.
2. The Proposer is familiar with the local conditions under which the work will be performed.

3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. The Proposer accepts all of the terms of the City's Goods and Services Contract and warrants that Proposer will fully meet all of the insurance requirements contained therein. If the Proposer wishes to amend or modify any terms of the Goods and Services Contract, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Goods and Services Contract not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, the Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award the contract to the next highest ranked Proposer.
5. The Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed Contract.
8. The Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.
9. The Proposer shall also certify Proposer's state of residence.

G. Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated against minorities, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontracts.***

H. Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

I. Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

J. City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

K. Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.

4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

L. Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City at the Proposal submittal location prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be worded so as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

M. Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

N. Local and Federal Requirements

The City of Wilsonville intends to select a contractor in accordance with Oregon law and the City's municipal code. Selection of a contractor under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 695A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected contractor is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this

Contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

SECTION VI
FORMS TO BE SUBMITTED

Please complete and submit the following forms as part of your proposal:

- VI-1. Certification Statement
- VI-2. Completed Product Description and Functional Requirements section
- VI-3. Completed Project Approach, Implementation, and Training section
- VI-4. Completed Support and Maintenance section
- VI-5. Completed Cost Schedule

VI-1. CERTIFICATION STATEMENT

All proposals must include this certification statement, signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

- A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
- B. Proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
- C. The Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise.
- D. The Proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Proposer's Signature

Date

Print Name

Title

Proposer's Federal Taxpayer Identification Number: _____

This certification statement must be signed and submitted with the proposal.

VI-2. PRODUCT DESCRIPTION AND FUNCTIONAL REQUIREMENTS

Your proposal must include the following items. If you are unable to provide any of the requested items, please identify which ones and why you are unable to provide them. If what you normally provide varies from what is requested, please explain how and why.

1) Infrastructure

a) Infrastructure Design

The City generally prefers to separate all voice and data traffic traveling across the network. This should be accomplished following general networking best practices.

- i) Provide a site diagram of the proposed solution, including rack space and power requirements for gear outlined in Section 1.
- ii) Provide servers build requirements.
- iii) Preference is for all servers to be virtual environment if possible; during project planning it will be determined if the virtual server will be integrated into the City's VMWare (version 6.5) environment or not.
- iv) Windows server licenses will be supplied by the City.

b) Scalability

Describe the ability of this system to expand to a new location including VoIP system licensing and hardware/network requirements.

c) Availability

Describe core system that will guarantee system operation during core maintenance and upgrades. The core system should ensure:

- No single point of failure for core services/systems is allowed.
- Branch (local) survivability. Major locations must be able to call internally (between floors, etc.) in the event of losing their connection.

d) Recoverability

- i) Describe the ability to restore the system to an operational state if the core system in the City Hall data center is unavailable.
- ii) Propose a core system backup solution to include either on-premises or in the cloud if available.

e) Infrastructure Monitoring, Alerting, Troubleshooting, and Support

- i) Describe system alarms and call-home ability during system events (include protocols used).
- ii) Describe how the system monitors VoIP Quality of Service and/or network issues like latency, jitter, and packet loss.
- iii) Describe how the system would integrate with the City's main network SNMP monitoring console (LibreNMS).

- f) Infrastructure Security
 - i) Describe how communications are optionally encrypted from the phone or over a WAN link.
 - ii) Describe where any VoIP data will be stored in traditional files server directory (as opposed to a database) where a server administrator might access it. (Example: voice recordings or electronic faxes.)
 - iii) Describe how data is to be formatted (e.g., to industry standard or proprietary format).
 - iv) At a high level, describe least privileged access (security boundaries) between traditional network/server administration and clip system administration.
 - v) Describe change logging and alerting for privileged account access within the VoIP system (who did what).
 - vi) Describe how the system will be able to provide soft phone functions on Smart phones (iPhone and Android) without the use of a VPN connection.
- g) Performance
 - i) Describe performance metrics reporting available within the system.
 - ii) Describe the system's ability to set and alert on performance thresholds.
 - iii) Describe what performance tuning options are available within the system.

2) Compliance and Security

The City adheres to standards and practices for protected data with the most notable being HIPAA.

- a) Describe auditing and logging capabilities of administrative actions.
- b) Describe the ability to segregate users into groups with different permissions.
- c) Describe how voicemails are secured, stored, and retrieved.
- d) City standards include AV and monthly server patching. Describe any concerns.

3) System and Phone Features

Please indicate the availability of the following system/phone features using the terms below:

Yes – the system currently meets this requirement and is included with the standard program at no additional cost.

Add On – the system currently meets this requirement with an add-on-module that is fully integrated. Provide a description and cost in the comments section.

Under Development – provide a description, anticipated release date, and projected cost if possible. With modification - to meet this specification or the system provides this functionality in a different way. Provide a description and any additional costs in the comments section.

Customizable Service – this can be accomplished through customized services. Please provide a not to exceed cost.

No – system does not meet and has no plans to meet this requirement.

	Feature	Available?	Comments
1.	Ability to program hold music/message by department, Hunt Group, or extension.		
2.	Hunt Group – the ability to ring multiple extensions. Each department may have multiple hunt groups.		
3.	Front Desk – a hub for all calls to be routed throughout the system. Ability to pull and send calls, full integration into directory.		
4.	Ability to tag an extension for reporting and billing purposes.		
5.	Programmable Auto-attendants.		
6.	Integrated Corporate Directory (please describe).		
7.	Enhanced 911 address		
8.	4-digit dialing		
9.	Emergency Calls – ability to display address of physical phone location to 911.		
10.	Ability for users to ‘self-serve’ where possible.		
11.	Conference Bridge. Ability for users to reserve and confirm reservation.		
12.	Call Integration with Tele-conference products.		
13.	Integration with Office 2016.		
14.	Ability to integrate with Microsoft Active Directory Address List and SSO.		
15.	Softphone (in the comments describe the install process for software and any licensing costs).		
16.	Ability to click to dial number in Microsoft Outlook.		
17.	Ability to control call functions from PC softphone.		
18.	Ability to display the City extension to call incoming/outgoing callers when using softphone application on a mobile device.		
19.	Ability to display name of caller from personal address book (e.g., city owned cell phones).		
20.	Redial		
21.	Mute		
22.	Call Hold		
23.	Call Waiting		

24.	Transfer, with the ability to announce to the transferee prior to transferring.		
25.	Call Forward All, Busy, No Answer		
26.	Speed dial		
27.	Caller ID		
28.	Voicemail		
29.	Ability for the user to set outgoing message, including temporary out of office message.		
30.	Time, Date, extension/number of caller		
31.	Save, delete, forward		
32.	Vmail to email (Outlook/Exchange Online/Office 365)		
33.	Ability to retrieve vmail remotely		
34.	Ability to choose to send a call to vmail based on displayed number.		
35.	Failover for Extensions		
36.	Instant messaging capabilities		
37.	On Demand Call Recording		
38.	Do Not Disturb		
39.	Extension monitoring - view the on or off presence of another line. (e.g., Director and Executive Admin).		
40.	Multiple incoming lines		
41.	Paging through desk phones, or visual alerts.		
42.	Follow me - (call rolls to alternate extension after a certain number of rings, e.g., Director's line rolls to Executive Admin or Director cell phone). Failed calls capture voicemail in the original voicemail box.		

4) Phone Types and Descriptions

The City is interested in a variety of phone types to meet business needs. The Proposer will need to provide a range, including basic phones, phones with advanced features, multiline phones for reception areas, courtesy phones, conference phones, softphones. Phones with advanced features may be required. Additional accessories may also be required for some positions, such as wired or wireless headsets and a wireless handset.

Costs for phone types other than basic phones will be kept separate on the cost proposal and identified as an optional feature. The City would prefer to have one IP desk phone that has the ability to add a side car for additional lines/speed dials, a standard IP basic locked down courtesy phone, and one standard IP conference phone.

a) Basic and Advanced Desk Phones

Provide descriptions of 'Basic' and 'Advanced' desk phones.

b) Courtesy Phones

Provide descriptions for courtesy phones, including the models available.

The City maintains several courtesy phones specific to department access, or to assist the general public in locating services. These phones require the following features:

- Ability to block long distance calls.
- Ability to program auto dialing of a specific line when the handset is picked up or the button is pushed.
- Wall phones and desk phone.
- Elevator, alarm, and alerting system lines are specifically excluded from migrating to a new VoIP system.

c) Conference Room Phones

Provide descriptions of units for small, medium, and large conference rooms, including a list of features for each.

The City has a variety of small and large conference and meeting rooms. It is desired for each room to have a dedicated phone. These phones require the following features:

- Minimum 5 foot microphone pickup range.
- Ability to extend with additional microphones for larger conference rooms.
- Wireless considered in some situations.
- Integration with Zoom (desired).

5) **Auto Attendant System**

There are numerous departments that wish to utilize an automated phone tree/auto attendant system. Auto Attendant functionality is required as part of this Project. This system needs to be easy to setup and change, system should be GUI/web based, and a phone call queuing system is not needed.

a) Minimum Requirements

Please indicate the availability of the following system/phone features using the terms below:

Yes – the system currently meets this requirement and is included with the standard program at no additional cost.

Add On – the system currently meets this requirement with an add-on-module that is fully integrated. Provide a description and cost in the comments section.

Under Development – provide a description, anticipated release date, and projected cost if possible. With modification - to meet this specification or the system provides this functionality in a different way. Provide a description and any additional costs in the comments section.

Customizable Service – this can be accomplished through customized services. Please provide a not to exceed cost.

No – system does not meet and has no plans to meet this requirement.

	Feature	Available?	Comments
1	Ability for easy user changes to system.		
2	Ability to setup different options based on holiday and/or after hours schedule.		
3	Ability to customize recordings for options.		
4	Caller can choose to leave a voicemail based on key press.		
5	Displays the caller ID.		
6	Reporting on call volume by hour, day, week, and month.		
7	Reporting on key press by hour, day, week, and month.		
8	Report info retained for up to one year.		

6) Reporting

The capability to run reports on a system wide, auto attendant, department, or individual level are important to the City.

- a) Describe the reporting capabilities system wide.
- b) Describe the reporting capabilities for auto attendant system.
- c) Describe the reporting capabilities to break down data by extension, hunt group, call center, DID, etc.
- d) Describe any additional functionality of your reporting system.
- e) Describe the reporting capabilities to provide hourly, daily, weekly, and monthly reports.
- f) Describe the reporting capabilities to provide one year reporting data.

7) Faxing

- a) Describe the ability to send and receive digital faxes with a new system. In addition, please include an option for a fax server system to replace existing fax machines and eliminate the need for analog lines. Cost will be kept separate on the cost proposal by identifying this as an optional feature.

8) Optional Features

Please indicate the availability of the following system/phone features using the terms below. Cost will be kept separate on the cost proposal by identifying as an optional feature.

Yes – the system currently meets this requirement and is included with the standard program at no additional cost.

Add On – the system currently meets this requirement with an add-on-module that is fully integrated. Provide a description and cost in the comments section.

Under Development – provide a description, anticipated release date, and projected cost if possible. With modification - to meet this specification or the system provides this functionality in a different way. Provide a description and any additional costs in the comments section.

Customizable Service – this can be accomplished through customized services. Please provide a not to exceed cost.

No – system does not meet and has no plans to meet this requirement.

	Feature	Available?	Comments
1	Voice to text for voicemail.		
2	Wireless/cordless handsets for IP Desk phones.		
3	Call monitoring.		
4	Ability to record calls to desk phone.		

VI-3. PROJECT APPROACH, IMPLEMENTATION, AND TRAINING

Project approach is very important to the City as the chosen vendor will need to be a partner that will work with the City not only through project planning and implementation, but also ongoing support and maintenance.

1. Project Approach and Implementation

- a) Describe how you would implement a new VoIP phone system for the City of Wilsonville. Include what system would be deployed and why. Provide a detailed explanation of the approach to work, techniques you would expect to use, and the use of key personnel. Please specifically address the milestones and work products described in Background and Scope of Work (Section I) of this RFP. Your response should include an explanation of any modification of the work items and the scope of the work.
- b) Describe how your solution would address the goals and desired outcomes outlined in the Background and Scope of Work (Section I).
- c) Describe how you would use City personnel, if at all, to assist during the Project, and indicate the roles and approximate number of hours.
- d) Describe the projected workload of the project manager, key personnel, and subcontractors, and demonstrate their availability to provide the services requested in this RFP in a timely manner.
- e) Describe your approach to the overall management and integration of all activities required by the Background and Scope of Work (Section I), including quality assurance, responsibility, and cost control.
- f) Provide a list and proposed timeline of all major implementation milestones/events as outlined in the Background and Scope of Work (Section I) and any other milestones/events needed to complete the work.

Tasks	Job Title	Job Title	Job Title	Hours
TOTAL				

- g) Describe your approach to requirements gathering.
- h) Describe how you would approach customizations to the standard system.
- i) Describe your plan to minimize system outages during working hours (7am to 8pm).

2. Training

As part of the Project, the selected vendor will recommend and work with the City to develop and provide training. The City will review all training materials prior to training and may choose to customize materials.

- a) Describe training provided for end users for base phone functions.
- b) Describe training provided for users on advanced features.
- c) Describe training provided for users and technology staff who will administer the system.
- d) Describe any training options available after implementation for new employees.
- e) Describe system documentation provided to users and technical staff who will administer and maintain the system.

VI-4. SUPPORT AND MAINTENANCE

The City will be looking at vendors and systems that incorporate ongoing support and maintenance into their proposal.

1. Describe your approach to ongoing system support and maintenance.
2. Describe the support and maintenance model included with this proposal.
3. Describe whether the proposed solution includes onsite or remote support.
4. Describe how vendor would typically provide remote support for the system.
5. Describe your definition of emergency support and the corresponding SLA.
6. Describe how you assign Technical Area Manager/Accounts Managers.
7. Describe software upgrade and/or patch release cycle.
8. Describe the process for adding locations for new service.
9. Briefly describe the process to replace an extension with a new or upgraded phone.
10. Describe how the system can grow with the City as new technology is integrated.

VI-5. COST SCHEDULE

Please submit this as a stand-alone document submitted in a separate envelope and as a separate Excel file on the requested USB.

In the following section, please provide your estimate for each line item. Add lines as needed. If the response form does not exactly fit your pricing method, contact one of the people listed in the RFP to discuss submittal options.

Estimated level of effort and hours is used for comparison purposes and does not limit the actual level of effort by the selected Proposer to complete all work under a lump sum or guaranteed maximum price contract.

Project Summary Costs

	Description	Number of Hours	Cost Per Hour	Total Cost	Comment
1.	Project management				
2.	Product consulting and needs assessment				
3.	Programming and product customization				
4.	General configuration support				
5.	Migration and deployment of hardware				
6.	Training				
7.	Removal and disposal of unused old equipment				
8.	Other (INSERT DESCRIPTION HERE)				

License Costs – 1st year and Ongoing

Year	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comment
1				
2				
3				
4				
5				

Maintenance Costs – 1st year and Ongoing

Year	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comment
1				
2				
3				
4				
5				

Phone Costs – add additional items

#	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comment
1.	Standard IP Desk Phone			
2.	IP Switchboard Phone			
3.	Advanced IP Desk Phone			
4.	Courtesy Phones			
5.	Conference Phones – small, medium, large			
6.	Auto Attendant System			

Infrastructure Hardware Costs – please list any anticipated hardware needs and associated costs as outlined in site diagram

#	Description	Cost Basis (e.g., flat fee, # of users)	Total Cost	Comment
1.				
2.				
3.				
4.				
5.				

Travel

#	Expense	Purpose	Number of Trips	Number of Employees	Cost Per Employee	Total Cost	Comment
1.	Transportation						
2.	Lodging						
3.	Meals						
4.	Local Transportation						
5.	Other / Miscellaneous						

System Customization Costs

	Description	Number of Hours	Cost Per Hour	Total Cost	Comment
1.					
2.					
3.					

Special Requests or Broadening Scope of Work

Additionally, please describe the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP.

--

Any Other Anticipated Costs Not Listed Above

Description	Unit of Measure	Units	Cost per Unit	Total Cost	Comment

Total cost of the Project, including all items above:

--

Optional hardware or service costs as called out in the RFP requirements (costs of optional items will not be weighted in the review of the cost schedule)

#	Description	Cost Basis (e.g., flat fee, # of users)	Ongoing Cost (if applicable)	Total Cost	Comments
1.	Electronic Faxing				
2.	Headsets – wireless and corded				
3.	Call recording system				
4.	Wireless Handsets for IP Desk phones				
5.					
6.					

ATTACHMENT A

SAMPLE GOODS AND SERVICES CONTRACT (draft for review only)

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**CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the Telecommunications System Replacement Project (“Project”) is made and entered into on this _____ day of _____ 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Contractor will perform the project management and implementation services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than June 28, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not to exceed amount of _____ DOLLARS (\$_____) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require express written agreement between the City and Contractor.

3.2. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 4. City's Rights and Responsibilities

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 13**.

Section 5. Project Managers

The City's Project Manager is Richard Gross. Contractor's Project Manager is _____.

Section 6. Subcontractors and Assignments

Unless expressly authorized in writing by the City, pursuant to **Subsection 8.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

8.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing this Contract.

8.4. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive

Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.6. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.7.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.7.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.8. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.9. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of

natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.12. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

8.13. Contractor must maintain and provide proof of a statutory public works bond throughout the term of this Contract.

Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

9.2. Standard of Care. In the performance of the Work, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession, practicing in the Portland metropolitan area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 10. Insurance

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have

insurance that conforms to the insurance requirements in this Contract. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

10.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

10.1.3. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

10.1.4. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

10.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is

included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

10.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days’ prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 11. Warranty

11.1. in addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City’s Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

11.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by the Contract Documents, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 12. Suspension

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An

adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 13. Early Termination; Default

13.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Contractor will be paid to complete any Work in process and, thereafter, this Contract shall be deemed terminated.

13.2. This Contract may also be terminated prior to the expiration of the agreed upon terms by the City if Contractor breaches this Contract and fails to immediately cure the breach within three (3) days of receipt of written notice of the breach from the City.

13.3. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

Section 14. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 15. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Richard Gross, Network Administrator
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: _____

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

16.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

16.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

16.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

16.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

16.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

16.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to

enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

16.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

16.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

16.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

16.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

16.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

16.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether

judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

16.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

16.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

16.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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ATTACHMENT B

TELEPHONE HARDWARE LIST

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City of Wilsonville Phone Equipment Totals

Totals:

- IP Standard Desk phones: 150
- IP Front Desk phones: 6
- IP Conference phones: 9
- Analog line for faxing: 14
- IP Courtesy phones: 2
- Voicemail boxes: 160

Location specific equipment:

City Hall

1. IP Standard Desk phones: 77
2. IP Front Desk phones: 3
3. IP Conference phones: 4
4. Analog line for faxing: 5

Public Works/Sheriff's office

1. IP Standard Desk phones: 22
2. IP Front Desk phones: 0
3. IP Conference phones: 2
4. Analog line for faxing: 3

Community Center

1. IP Standard Desk phones: 7
2. IP Front Desk phones: 2
3. IP Conference phones: 0
4. Analog line for faxing: 1

Library

1. IP Standard Desk phones: 24
2. IP Front Desk phones: 0
3. IP Conference phones: 0
4. Analog line for faxing: 1
5. Courtesy phones: 2

Fleet/SMART

1. IP Standard Desk phones: 16
2. IP Front Desk phones: 0
3. IP Conference phones: 2
4. Analog line for faxing: 2

Parks and Rec

- | | |
|-----------------------------|---|
| 1. IP Standard Desk phones: | 3 |
| 2. IP Front Desk phones: | 1 |
| 3. IP Conference phones: | 1 |
| 4. Analog line for faxing: | 2 |

Glossary of current hardware:

IP Standard Desk phones: Standard IP desk phone with five buttons and standard features

IP Front Desk phones: IP desk phone with a side car for multiple lines, speed dial, etc.

IP Courtesy phones: IP phone with one line and very limited buttons.