Council Business Meeting

March 19, 2019

Agenda Item	Approval of a public contract for VoIP Phone System	
From	Dan Hendrix	Information Systems Manager
Contact	dan.hendrix@ashland.or.us	

SUMMARY

Approval is being requested to award and authorize the City Administrator to execute a contract for a city-wide, on-premise Voice over IP (VoIP) Phone System with CORE Business Services. The contract for a VoIP Phone System will be for a five (5) year term beginning in March 2019 and ending in March 2024. This system will replace the existing Tadiran City telephone system that has been in place for over 18 years and has well exceeded its functional life.

POLICIES, PLANS & GOALS SUPPORTED

N/A

PREVIOUS COUNCIL ACTION

This project was approved in the 2017-19 Biennial budget process as a capital project in the Equipment Fund. A network system upgrade project necessary to support this new phone system was approved and completed in the 2015-17 budget process.

BACKGROUND AND ADDITIONAL INFORMATION

A new telephone system will provide clear, convenient, and efficient communications to both City departments and citizens. This modern system provides advanced features, flexibility to meet future needs, and resiliency capabilities to ensure the continuation of government in the event of an emergency or natural disaster.

Additionally, the new system provides for greater end user "self-support" and vender remote diagnostic support services as part of the contract reducing the level of hands-on technical support required of the City's IT Help Desk staff.

The sourcing method used to acquire the VoIP Phone System was a formal Competitive Sealed Proposal (Request for Proposal-RFP). The City received a record number 28 proposals: 20 proposals were evaluated; 7 proposals were deemed "nonresponsive" and rejected because they were incomplete in form or substance; and 1 proposal was received late and was returned unopened. A five-member evaluation committee representing technical, management, and public-facing employees evaluated 20 proposals in accordance with the evaluation process and criteria established in the RFP.

Deployment of the new system will commence upon contract approval and execution and will be complete prior to June 30, 2019.

FISCAL IMPACTS

Project funds totaling $205,000 were allocated in the current (FY17-19) Equipment Fund to support initial deployment of both hardware and software, plus five years of ongoing vendor support. At the end of the five-year contract term, the City has an option to extend the contract for an additional five years. The negotiated contract amount is $180,245. The contract allows for a not to exceed amount of $80,245 plus ten percent, for a total not to exceed contract amount of $198,270.

CITY OF
ASHLAND

Fiscal Year	Proposed Cost
FY 2019	$145,517
FY 2020	$8,682
FY 2021	$8,682
FY 2022	$8,682
FY 2023	$8,682
Total amount for five (5) fiscal years	**$180,245**

Cost reductions will also be realized from the cancellation of some monthly third-party phone line charges at smaller sites not currently served by the City phone system, but which do have network connectivity. Soft cost reductions will be realized as new self-service features eliminate technical support for the most common phone moves and changes.

STAFF RECOMMENDATION
Staff recommends approval of the contract award and authorization for City Administrator execution of the attached contract.

ACTIONS, OPTIONS & POTENTIAL MOTIONS
1) I move to approve the contract award for a new city-wide telephone system to CORE Business Services and authorize the City Administrator to execute the contract.

2) I move to deny the contract award for a new city-wide telephone system to CORE Business Services and direct staff to...

REFERENCES & ATTACHMENTS
Attachment 1: RFP VoIP Phone System – Evaluation Summary
Attachment 2: Contract for VoIP Phone System

CITY OF
ASHLAND

Request for Proposals

<u>VoIP PHONE SYSTEM</u>

Date of Release: December 5, 2018

Proposals are due prior to: 2:00:00 PM (PST), TUESDAY, JANUARY 15, 2019

Contracting Agency:	**City of Ashland**
Sole Point of Contact:	**Kari Olson**
Title:	**Purchasing Representative**
Address:	**City of Ashland**
	90 N. Mountain Avenue
	Ashland, OR 97520
Telephone:	**(541) 488-5354**
Fax:	**(541) 488-5320**
Email:	**kari.olson@ashland.or.us**

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PUBLIC NOTICE:

Request for Proposals
VoIP PHONE SYSTEM
Proposals are due prior to 2:00:00 PM (PST), Tuesday, January 15, 2019

The City of Ashland is requesting proposals for a comprehensive city-wide **VoIP Phone System** that delivers a manageable, secure, reliable and scalable system to replace the City's existing PBX telephone system. The **City will consider both cloud hosted and on-premise** VoIP Phone System solutions. The proposed solution must meet or exceed the City's security requirements and communication needs.

Project Deliverables
- VoIP Phone System (manageable, secure, reliable and scalable)
- IP Phones (basic, standard, conference and headsets)
- Network Equipment (if specifically required by vendor)
- IP Phone Services (mandatory/desired functionality)
- Software (if any)
- Training (City's core project team)
- Resiliency Options (for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation)

The REQUEST FOR PROPOSALS is available online at www.ashland.or.us Log on to the City's website, scroll down the home page to the section titled 'Online City Services' and click on "Proposals, Bids and Notifications". Click on REQUEST BID PACKET (beneath the public notice), log in to the system and download the solicitation documents. You will need to log in to the system each time you would like to download the solicitation documents and any subsequently issued addenda.

In accordance with AMC Section 2.50.080, Competitive sealed proposals may be available online, but applicants will NOT be able to submit their proposals and/or responses online. Proposals must be delivered in hard copy form to the City in accordance with the requirements outlined in the RFP. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Contract terms, conditions and specifications may be reviewed in the City of Ashland, Purchasing Office, located at 90 N. Mountain, Ashland, Oregon.

Deadline for submitting questions and requests for additional information: 5:00 PM (PST), Friday, January 4, 2019

Sealed Proposals must be received prior to **2:00:00 PM (PST), Tuesday, January 15, 2019,** by Kari Olson, Purchasing Representative in the City of Ashland, Purchasing Office located at 90 N. Mountain Avenue, Ashland OR 97520. The proposals will be opened at **2:00:00 PM (PST), Tuesday, January 15, 2019,** and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Kari Olson
Purchasing Representative
City of Ashland, Oregon
Kari.olson@ashland.or.us
Tel: 541-488-5354

Published: December 5, 2018

Request for Proposals
VoIP PHONE SYSTEM
December 5, 2018

ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting proposals for a comprehensive city-wide **VoIP Phone System** that delivers a manageable, secure, reliable and scalable system to replace the City's existing PBX telephone system. The **City will consider both cloud hosted and on-premise** VoIP Phone System solutions. The proposed solution must meet or exceed the City's security requirements and communication needs.

Project Deliverables

- VoIP Phone System (manageable, secure, reliable and scalable)
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- Software (if any)
- Training (City's core project team)
- Resiliency Options (for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation)

The City's intent is to enter into an agreement with the successful proposer for a term of five (5) years with the option to extend the agreement for an additional five (5) years for a maximum term of ten (10) years.

This Request for Proposal (RFP) is intended to provide interested proposers with sufficient information to prepare and submit a proposal for consideration by the City.

ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence and questions pertaining to this Request for Proposals (RFP) shall **ONLY** be directed to:

Name:	**Kari Olson**
Title:	**Purchasing Representative**
Address:	**City of Ashland**
	90 N. Mountain Avenue, Ashland, OR 97520
Telephone:	**541-488-5354**
Fax:	**541-488-5320**
Email:	**Kari.olson@ashland.or.us**

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

Proposals are due prior to: 2:00:00 PM (PST), Tuesday, January 15, 2019

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

ACTIVITY	DATE
Request for Proposals Released	**December 5, 2018**
1st Public Notice	**December 5, 2018**
Deadline for Submitting Questions and Requests for Additional Information	**5:00 PM (PST), Friday, January 4, 2019**
RFP Protest Period Ends	5:00 PM (PST), Friday, January 4, 2019
DUE DATE AND TIME (Note: Proposals **must** be received prior to the due date and time.)	**2:00:00 PM (PST), Tuesday, January 15, 2019** Location: City of Ashland, Purchasing Office 90 N. Mountain, Ashland, OR 97520
Evaluation Process	**January 16 – 25, 2019**
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award Announcement	(7) Days prior to executing contract
Award Protest Period Ends	(7) Days after Notice of Intent to Award is released
Contract Recommendation Presented to City Council for Final Approval	**February 5, 2019**
Contract Award	Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement
Anticipated START DATE	March 1, 2019

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** to the **Sole Point of Contact** identified on page 4 of the RFP
- Reference the name of the RFP
- Identify the Proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

OAR 137-047-0260(2)(a)(F) <u>Addenda</u> The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

ORS 279B.405 <u>Protest Solicitation Process</u> A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:
- Be delivered to the **Sole Point of Contact** identified on page 4 via email, facsimile, hard copy
- Reference the name of the RFP
- Identify prospective Proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

OAR 137-047-0440 <u>Pre-Closing Modification or Withdrawal of Offers</u> A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

OAR 137-047-0460 <u>Late Offers, Late Withdrawals and Late Modifications</u>
Any proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal

received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

Proposal Acceptance Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded resulting from this RFP.

ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Collusion By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

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

Clarification of Responses The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal.

References The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Recyclable and Recycled Products Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

ORS 279A.125 The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non-recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

ORS 282.210 All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

ORS 279B.060(2)(g) If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

AMC Chapter 3.12 Living Wage If the contract exceeds **$21,127.46** the Contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is **$15.12** per hour effective June 30, 2018 and increases annually every June 30 by the Consumer Price Index. In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed

online at **www.ashland.or.us**

ORS 279B.060(6)(a) <u>**Opening Procedures**</u> Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

OAR 137-047-0260(2)(a)(E) <u>**Certification of Nondiscrimination**</u> Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against   a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract. The <u>Certificate of Compliance</u> attached as **Exhibit C**, is required to be signed and included with your proposal.

ORS 279B.060(6)(b) <u>**Proprietary Information (Trade Secrets)**</u> Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All Proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

If applicable, proposer shall complete and submit the <u>Affidavit of Trade Secret</u> attached as Exhibit D and a fully redacted version of its Proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

ORS 279B.060(13) <u>**Notice of Intent to Award a Public Contract**</u> The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

ORS 279B.060(14) <u>**Contract Award**</u> The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in the request for proposals, and

any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS 279A.128 and, when applicable, the outcome of any negotiations authorized by the request for proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

ORS 279B.410 <u>Protest of Contract Award</u> A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

ORS 279B.060(2)(h) <u>Contractual Terms and Conditions</u> The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in the request for proposals. The City of Ashland reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

<u>Insurance Certificates</u> The Contractor will be required to provide and maintain <u>ALL</u> required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

<u>Additional Terms</u>

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

SCOPE OF SERVICES

The City of Ashland is requesting proposals for a comprehensive city-wide **VoIP Phone System** that delivers a manageable, secure, reliable and scalable system to replace the City's existing PBX telephone system. **The City will consider both <u>cloud hosted</u> and <u>on-premise</u> VoIP Phone System solutions**. The proposed solution must meet or exceed the City's security requirements and communications needs.

Project Deliverables
- VoIP Phone System (manageable, secure, reliable and scalable)
- IP Phones (basic, standard, conference and headsets)
- IP Phone Services (mandatory/desired functionality)
- Network Equipment (if specifically required by vendor)
- Software (if any)
- Resiliency Options (for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation)
- Training (City's core project team)

Project Completion Date
The **anticipated start date** is **March 1, 2019** and the **preferred completion date** for the new VoIP Phone System to be fully deployed, operational and tested complete is **May 31, 2019**.

Terms of Service Agreement
The City's intent is to enter into a services agreement with the successful proposer for a term of **five (5) years** with the option to extend the agreement for an additional five (5) years for a **maximum term of ten (10) years.**

City's Existing Telephone System
The City's existing telephone system is an on-premise Tadiran Coral PBX system. There are two main boards that route phone calls to outlying buildings. Buildings that are outside the range and functionality of the PBX are connected using 3rd party phone lines.

Existing System
- (internal) Tadiran Coral PBX with dedicated telephony network
  - 1 PRI 24 voice lines (12 in, 12 out)
- (external/3rd party phone lines) CenturyLink
- Tadiran Aeonix for voicemail
- Number of Phone Lines
  - 36 Group lines
  - 250 direct lines with internal extension dialing
  - 20 fax lines

City's Server Infrastructure
- City uses VMWare for our virtual server environment and is currently running vCenter 6.7.
- City has site licensing for Windows Server 2016.
- City has Microsoft SQL Server 2012 as our database solution of choice.
- City's email is hosted by Microsoft's Exchange Online platform.

> **PLEASE NOTE**: Proposers will be required to specify any server or database requirements that are required to support their proposed solution; but do not include pricing for Microsoft server licenses or SQL server licenses, unless the proposed solution requires software other than what is listed above.

City's Network Infrastructure

- The Ashland Fiber Network, a division within the City, owns and maintains the fiber network infrastructure that provides Internet connectivity to the City buildings that utilize telephone and fax machines.
- The City has upgraded the internal network, replacing the routers and switches in each building, in preparation for this new phone system.
- The network uses enterprise grade Cisco 3850 series switches with PoE (Power over Ethernet) to all locations.
- QoS (Quality of Service) has been configured and the network design has accounted for voice VLANs (Virtual Local Area Network) at all locations.
- Data VLANs are not area separate.
- For **cloud hosted solutions**, the City has direct fiber connectivity to Data Center West (Southern Oregon Internet exchange) in Medford and a connection to the Pittock (Internet exchange) in Portland, which provides both carrier and path diversity. Each fiber path provides 10 Gbps of internet bandwidth directly to the City's Headend facility located in the Service Center (90 N. Mountain).

> **IMPORTANT:**   Any hardware required for the proposed solution will need to be **RACK-ABLE**.

City's Security Requirements
All connections over public networks will be **encrypted using HTTPS** (Hyper Text Transfer Protocol Secure) **and VPN** (Virtual Private Network) tunnels where appropriate. The VoIP Phone System needs to integrate with **Active Directory** to control access for devices and users. Phones will automatically join our voice VLAN (Virtual Local Area Network) when connected to our network.

City's Project Support Staff
The City will provide a core project team consisting of a project manager, network administrator and IT helpdesk staff as needed to support the vendor's implementation team during the planning, deployment and testing of the new system. **The City intends to have the City's core project team program and install each of the new IP phones by building and to train end-users on their new IP phones.**

Vendor Training Plan
The vendor will provide and facilitate an **onsite training** plan for the **City's core project team**. The knowledge transfer strategy should prepare the City's core project team for each phase of the project from planning/implementation to administering/maintaining the system after the system is fully operational. The vendor will provide training materials, including detailed system user manuals, end-user training manuals, "Quick Reference" guides, access to online training videos, and any other available training options to assist the City's core project team in administering the system and training end-users.

Resiliency Options

The vendor will need to provide surefire **resiliency option(s)** that can be built into the proposed system for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation. The City anticipates that at least one (1) outgoing phone line is to remain operable in most City buildings.

Fit/Gap Analysis
The vendor will review all business and technical requirements with the City's core project team in one or more onsite meetings. The vendor will review and confirm all requirements and update the requirements list in writing with any necessary changes to ensure the vendor and the City core project team have a common understanding of all business and technical requirements prior to beginning the project.

Minimum Requirements for IP Phones & Headsets

The vendor will need to provide a range of phone types including basic, basic/wireless, standard and conference phones that meet or exceed the minimum requirements outlined in the following table.

IP PHONES	Basic	Basic +Wireless option	Standard	Conference
EXAMPLE			**TADIRAN T46G** is being used as an **example** of the quality, performance and functionality of the standard IP phone being requested by the City.	
Usage	Occasional	Moderate to Active	Moderate to Active	Moderate
Locations/End-Users	Public areas, Shared spaces, lobbies	Maintenance Shops & Warehouses	City staff offices	Conference and Meeting Rooms
Programmable lines	2+	4+	16+	4+
Supports expansion modules			✓	
Basic Functionality, including Caller ID display	✓	✓	✓	✓
Mandatory Functionality	✓	✓	✓	✓
Desired Functionality			✓	
Easily accessible volume control and visual indicators of available programmed lines	✓	✓	✓	✓
High performance audio	✓	✓	✓	✓
Multidirectional speakers and microphones				✓
Universal ethernet cable	✓	✓	✓	✓
Desired option: Network pass through so a single network connection can support both the IP phone and computer workstation			✓	
Headsets (Desired: 3 headset options)			✓	

Quantities of IP Phones

The following table outlines the number and types of phones and fax lines required at each of the City facilities.

CITY FACILITIES	ADDRESS	IP PHONES & FAX LINES				
		BASIC	BASIC + WIRELESS OPTION	STANDARD	CONFERENCE	FAX LINES
City Hall	20 East Main St.	1		31	2	5
Community Development & Public Works	51 Winburn Way			35	2	1
Police Station	1155 East Main St.	3		31	1	5
Police Contact Station	1 East Main St.			3		
Municipal Court & City Council	1175 East Main St.			7	1	
Grove	1195 East Main St.			5		
Oak Knoll Golf Pro Shop	3070 Hwy 66			1		
Oak Knoll Golf Maintenance Shop	3070 Hwy 66	1	1	3		
Service Center	90 N. Mountain Ave	1	1	28	1	2
Streets & Fleet Shop	90 N. Mountain Ave		1	6		1
Daniel Meyer Pool	1075 Homes Ave	1	1			
Senior Center	1699 Homes Ave		1	4		
Cemetery	440 Normal St.			1		
Dam / Reservoir	1490 Granite St.	1				
Fire Station 1	455 Siskiyou Bl.			20		2
Fire Station 2	1860 Ashland St.		5			1
Lithia Park Log Cabin	340 S. Pioneer St.			7	1	1
Lithia Park Maintenance Shop	310 S. Pioneer St.		2	1		
Pioneer Hall	73 Winburn Way			1		
Ice Rink (seasonal)	100 Winburn Way					
North Mountain Park & Nature Center	620 N. Mountain Ave			6		1
Water Treatment Plant	1400 Granite St		4	3		
Waste Water Treatment Plant	1295 Oak St.	2	2	6		1
Extra Stock		3	2	12	2	
TOTAL IP PHONES & FAX LINES		**13**	**20**	**211**	**10**	**20**

Note to reiterate: The City intends to have the City's core project team program and install each of the new IP phones building by building and to train end-users on their new IP phones.

Mandatory Functionality

The proposed system must meet or exceed the following mandatory functionality requirements

Basic Phone System Functionality Call, Redial, Mute, Hold, Transfer, Forwarding, Call History, Caller Id, Conference Calls, Programmable Keys
Remote Management Setup and management of an extension and phone functionality from a remote location
Remote Survivability EMS line available to each location.
Programmable Call Flow Management of phones included in ring groups. Calls in ring groups will need to be routed to simultaneous and or sequential ringing queues.
Call Volume Reporting and Statistics Management available reports for call volume per group line, number of calls answered per employee and time spent on calls. Be able to filter these reports by group line or department.
Voicemail Voice mail, Voice message forwarding, Remote Access to messages.
4-digit Extension Dialing For internal city calls, we want to continue using the same 4-digit extension numbers.
Call Forwarding Call forwarding for individual numbers and group lines. Configurable Day / Night mode to forward to after-hours answering services.
Failover Forwarding Failover Forwarding will ring additional phones after a call is not answered for a specified time or number of rings.
Fax Support Existing Fax numbers and lines to be supported in the new system.

Desired Functionality

The desired functionality will enhance communications and increase productivity.

Interactive Voice Response (IVR) / Auto Attendants Create and manage IVR functionality to help route calls to the correct places and answer simple questions.
Spoofing identification Ability to identify incoming annoyance calls not originating from the phone number displayed.
Reverse number dialing for Police Call back last phone call received.
Phone call recording Phone call recording for Police with options to export file for digital evidence.
Voice to text Transcribe a voicemail or phone call and send it to a designated location as an email or text message.
Block and Unblock Phone Line dial number Police sometimes need to block their telephone number when making an outbound call. They would like to have the option to block or unblock their telephone number.
Remote Voicemail Management Manage and listen to voicemail through a computer interface.
Integration with Office 365 Integration with Office 365: user outlook contacts, place calls through Skype for Business, use email for alerts and other communication.

PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposal must contain and be organized in accordance with the following section titled Proposal Contents. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

TECHNICAL PROPOSAL

LETTER OF INTRODUCTION / COVER PAGE

- ✓ Include a letter of introduction addressed to **Ryan Stowasser, Information Systems Analyst**, and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

TABLE OF CONTENTS

- ✓ Include a clear identification of the material by section and by page number.

PROPOSAL FORM

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A**.

VoIP PHONE SYSTEM SOLUTION

Proposed System

- ✓ Clearly identify whether the proposed VoIP Phone System is **cloud hosted <u>or</u> on-premise solution.**

- ✓ Explain in detail the VoIP Phone System solution being proposed for the City, including the expected life span of the proposed system.

- ✓ Explain what parts of the proposed system and equipment are 'industry standard' and what parts are 'proprietary'.

- ✓ Identify if the proposed system software is 'proprietary' or 'open source' and the advantages of the type being proposed.

- ✓ Clearly identify where the VoIP equipment, servers and controls will be physically located.

- ✓ Provide a system diagram, a visual model of the system, its components, and their interactions and physical locations.

- ✓ Provide minimal and ideal Internet speed requirements.

- ✓ Provide options and/or ways to increase voice clarity or call quality.

- ✓ Provide options for system customization and include specifically what can and cannot be customized.

- ✓ Describe the overall advantages of the proposed solution, e.g., controls, upgrades, scalability, and functionality.

- ✓ Provide the system's record of reliability, availability, and maintainability, including any system failures and how they were repaired or maintained.

- ✓ Describe any limitations or potential issues with the proposed system and if there are plans in the immediate future to remedy the issue(s).

- ✓ Describe any upcoming system updates and/or advanced communication technologies and/or functionality being scheduled for release in the next 1-3 years.

Telephone and Fax Numbers

- ✓ Confirm in writing that each of the **City's existing telephone and fax numbers** assigned to individual departments and direct telephone numbers assigned to individual employees' desk phones and fax numbers **can be readily ported to the new system**.

- ✓ Confirm in writing that the City can continue to use their existing **4-digit extensions**, which are the last 4-digits of direct telephone numbers assigned to individual employees' desk phones.

Voicemail

- ✓ Describe the overall voicemail system functionality.

- ✓ Provide the recommended system storage requirements for voicemail that will be adequate for the lifespan of the proposed system.

- ✓ Describe how recorded data moves through the system from creation to deletion.

- ✓ Describe all the ways recorded data can get into the system and ways end users can retrieve or export the data.

- ✓ Describe how data is secured at rest and in transit.

- ✓ Describe access to recorded data by an end user.

- ✓ Describe access to recorded data by an administrative user.

- ✓ Describe all voicemail monitoring and reporting that is available.

- ✓ Provide the system retention options, including if the City will be able to create retention policies to delete messages after a length of time.

- ✓ Explain how a call can be recorded by end user and if that call will end up in the voicemail system.

- ✓ Confirm in writing if the City will be given rights to manage and configure voicemail, including the ways in which voicemail can be configured.

<u>**Support and Operations**</u>

✓ Describe the support options and/or functions available for the proposed system, including who (proposer, subcontractor and/or 3rd party vendor) would be providing each of the support options and/or functions.

✓ Explain specifically how the day-to-day operations for the proposed system will be managed by the service provider(s), including the proposer, subcontractor(s) and/or 3rd party vendor(s).

✓ Describe how the VoIP provider(s) would typically provide remote support for the system.

✓ Describe in detail the day-to-day system maintenance requirements to be performed by the City's core project team, including frequency, routine tasks, method of updates, notification process for updates, etc.

✓ Provide a system overview or diagram as to who – VoIP Provider(s) or City - will be required to perform what functions.

<u>**Scalability**</u>

✓ Describe how the system is considered scalable and capable of changing in size and scope, e.g., if an additional building requires phone and fax services.

✓ If applicable, identify any additional system licensing and hardware/network requirements that would be required for additional City facilities.

<u>**QUALIFICATIONS AND EXPERIENCE**</u>

✓ Describe the proposer's organizational framework, special resources, and any other information that will clearly and definitively demonstrate that the proposer can effectively and efficiently fulfill the long-term (estimate 5-10 years) scope of services

✓ List and identify the proposer's **key technical and functional staff** on the vendor's **implementation and system management team(s)** and provide the role of each team member.

✓ If applicable, identify all **short term and long-term subcontractors** and their role in the proposed solution, including the proposer's relationship with the subcontractor.

✓ If applicable, identify all **3rd party vendors** and their role in the proposed solution, including the proposer's relationship with the 3rd party vendor.

<u>**IP PHONES**</u>

✓ **BASIC IP PHONE:** Provide options and specifications for basic phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

✓ **STANDARD IP PHONE:** Provide options and specifications for standard phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

✓ **CONFERENCE IP PHONE:** Provide options and specifications for conference phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

- ✓ **HEADSETS:** Provide options and specifications for headsets that can be used with STANDARD phone options. Three (3) headset options are desirable.

> **IMPORTANT:** Only options and specifications for IP Phones will be submitted in the TECHNICAL PROPOSAL. **PRICING** for IP Phones will be requested and submitted separately in the **COST PROPOSAL.**

- ✓ Are the proposed IP phones proprietary brand name phones specifically for the proposed system or nonproprietary interchangeable IP phones for use with similar VoIP systems?

- ✓ Provide **end-of-sale and/or end-of-life dates** for the proposed IP phones.

- ✓ If software is required, how long will **vendor support** be provided for the IP phones being proposed.

- ✓ Describe or list all the required steps to program, port an existing telephone number, deploy and/or activate a new IP phone and fax line.

- ✓ Confirm in writing if the IP phone can be used regardless of whether the computer is turned on or off.

- ✓ Identify if the proposed phones have a **network pass-through,** so a single network connection can support both the IP phone and computer workstation. (Please note: Preferred, but not mandatory and dependent on the proposed IP phones.)

- ✓ Identify if the proposed phones utilize a **universal ethernet cable** to connect to the computer workstation. (Please note: Preferred, but not mandatory and dependent on proposed IP phones.)

- ✓ Provide IP phone **warranty coverage options, preferably 2-year or 3-year and/or 5-year options,** for the proposed phones, including what the warranty covers and what the warranty does not cover. (Please note: Warranty options will be considered but may or may not be purchased.)

MANDATORY FUNCTIONALITY (IP Phone Services)

- ✓ Confirm in writing item by item that the proposed system's functionality meets or exceeds the **mandatory functionality** identified in the list found on **pages 14** of the RFP. In addition, please include the **corresponding function name(s) used in the proposed system**, if different from the function names used in the City's Mandatory Functionality list.

- ✓ Provide a complete detailed list, including function name and description of each function, that are provided and included in the proposed system.

DESIRED FUNCTIONALITY (IP Phone Services)

- ✓ Confirm in writing item by item, including a **complete explanation**, as to how the proposed system's functionality meets or exceeds the **desired functionality** identified in the list found on page 14 of the RFP. In addition, please include the **corresponding function name(s) used in the proposed system**, if different from the function names used in the City's Desired Functionality list.

- ✓ Clearly identify if the system allows the use of a softphone (software telephone) application program that enables VoIP telephone calls from computing devices and include the name and version of the softphone application program being proposed with the system.

✓ If available, proposers may include additional desired functionality that may be of value to the City.

NETWORK REQUIREMENTS

✓ Provide written confirmation that the proposed system will be compatible with the City's Network Infrastructure identified on pages 11 of the RFP.

✓ Provide written confirmation that the City's Network Infrastructure identified on pages 11 of the RFP will be sufficient to run the proposed system – AND/OR - provide a detailed list (make, model, etc.) of all the **additional rack-able network hardware** that will be required to run the proposed system.

IMPORTANT: Only the detailed list of additional network hardware requirements will be submitted in the TECHNICAL PROPOSAL. **PRICING** for the additional network hardware will be requested and submitted separately in the **COST PROPOSAL.**

SERVER REQUIREMENTS (Software & Database)

✓ Provide written confirmation that the proposed system will be compatible with the City's Server Infrastructure identified on page 10 of the RFP.

✓ Provide written confirmation that the City's Server Infrastructure identified on page 10 of the RFP will be sufficient to run the proposed system – AND/OR - provide server build requirements, including a detailed list of software and database requirements that will be required to run the proposed system.

IMPORTANT: Only the detailed list of additional software and database requirements will be submitted in the TECHNICAL PROPOSAL. **PRICING** for any additional software and database requirements will be requested and submitted separately in the **COST PROPOSAL.**

CITY'S SECURITY REQUIREMENTS

✓ Provide written confirmation that ALL connections over public networks will be **encrypted using HTTPS** (Hyper Text Transfer Protocol Secure) **and VPN** (Virtual Private Network) tunnels where appropriate.

✓ Provide written confirmation the VoIP Phone System integrates with **Active Directory** to control access for devices and users.

✓ Describe any additional security measures built into the proposed system.

Note to reiterate: Phones will automatically join our voice VLAN (Virtual Local Area Network) when connected to the City's network.

RESILIENCY OPTIONS

✓ Explain the surefire **resiliency option(s)** that can be built into the proposed system for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation.

✓ Provide a system diagram for the proposed resiliency option(s), a visual model of the required connections, components, and their interactions.

✓ Provide a detailed list of all the required equipment, including software, hardware components and/or rack-able network equipment that will be required for the proposed resiliency options.

Note to reiterate: Resiliency options for at least one or more phone lines per City building must remain operational. Actual number of phone lines to be determined.

TRAINING PLAN

✓ Explain the proposer's onsite training methodology.

✓ Describe all the phases and/or levels of training that will be required for the City's core project team to become fully knowledgeable of the proposed system, to program and deploy IP phones, train end-users and manage the day to day system requirements after the system is fully operational.

✓ Propose a training schedule for the City's core project team. This can be a supplemental schedule specifically for training and/or included in the detailed Project Schedule and Timeline requested in section below titled Project Schedule & Timeline.

✓ List and describe all the types of system and end-user training manuals, materials and options that will be made readily available to the City.

✓ Provide website names, addresses and log in requirements for any **online demos** of the proposed system and training manuals that are available for public viewing. Demos can also be provided on a thumb drive and submitted with the Technical Proposal. The City reserves the right to view the proposer's demos of the proposed system and training manuals.

PROJECT SCHEDULE & TIMELINE

✓ Provide a **detailed project schedule and timeline** to complete all the required tasks, e.g., fit/gap analysis, migration plan, implementation, deployment, training, system testing, etc. to produce the deliverables. The **anticipated start date** is **March 1, 2019** and the **preferred completion date** is **May 31, 2019.**

REFERENCES

✓ Provide **at least three references**, preferably government or municipal references, of **comparable size and scope of services**, including a description of the services that were performed for each of the references. Include the name of the company, contact name, telephone number and email address of the individual who can verify the account and your performance. The City reserves the right to verify these references.

CONTRACT TERMS AND CONDITIONS

✓ Indicate acceptance of the City's contract provisions found in the **Goods and Services Agreement** attached as **Exhibit E** or suggest reasonable alternatives that do not substantially impair the City's rights under the contract. Some contract terms and conditions may be negotiable.

✓ Provide a copy of the Proposer's contract that includes all applicable terms and conditions.

✓ Provide copies of contracts that will be required by each subcontractor and/or 3rd party vendor.

✓ Provide proposer's typical contract terms (length of contract in years) for the proposed cloud hosted or on-premise system?

✓ What is the cancellation process?

✓ The **Certificate of Compliance** attached as **Exhibit C**, is required to be signed and included with your proposal.

AFFIDAVIT OF TRADE SECRET (if applicable)

✓ If applicable ONLY, complete the **Affidavit of Trade Secret** submission form attached hereto as **Exhibit D** and **submit a redacted copy of the proposal** being submitted in response to this RFP.

IMPORTANT: Proposals become public information after the City releases a Notice of Intent to Award a Public Contract. For information to remain confidential, you must include **Affidavit of Trade Secret** and a **redacted copy of your proposal.**

COST PROPOSAL

✓ Complete and include the **COST PROPOSAL WORKSHEET** attached as **Exhibit B.**

  ▪ The cost proposal worksheet is organized in the **same format** as the **proposal contents.** (Lines can be added as needed under each category on the excel spreadsheet.)

  ▪ The cost worksheet is to include **ALL start-up costs** and **ALL recurring costs for Year 1, Year 2, Year 3, Year 4 and Year 5.**

  ▪ **Provide descriptions for itemized and detailed costs under each category.**

  ▪ Include <u>expenses</u> (if applicable) for travel, lodging and meals, preferably at Federal per diem rates.

✓ In addition, proposers may also propose <u>alternative pricing options</u> separately for the City's consideration.

✓ If applicable, proposers may propose and provide fees for any <u>additional services</u> being offered.

<u>**IMPORTANT:**</u> The Cost Proposal is to be **submitted separately from the technical proposal in a sealed envelope** marked "COST PROPOSAL" per the submission instructions on page 23.

PROPOSAL SUBMISSION

Final contents of complete proposal to be submitted in a **single sealed envelope or box**:

1. **Complete set of RFP documents** released by the City of Ashland

2. **Technical Proposal**:

    <mark>One (1) original copy</mark> of the Technical Proposal, **SIGNED IN INK**
    <mark>Six (5) additional copies</mark> of the signed Technical Proposal

3. **Cost Proposal:**

    In a separate sealed envelope marked Cost Proposal
    <mark>One (1) original copy</mark> of the Cost Proposal **SIGNED IN INK**
    <mark>Six (5) additional copies</mark> of the signed Cost Proposal

The final contents of the proposal must be submitted complete in a single <u>SEALED ENVELOPE</u> (or box) and be received at the following address:

> **Kari Olson**
> **Purchasing Representative**
> **City of Ashland**
> **90 N. Mountain Avenue**
> **Ashland, OR 97520**

> **Contents:** **Request for Proposal**
> **VoIP PHONE SYSTEM**
> **Due prior to 2:00:00 PM (PST), Tuesday, January 15, 2019**

> **Please note: Late proposals will <u>not</u> be considered. <u>No exceptions.</u> It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your <u>method of shipment</u> will arrive prior to the due date and time.**

DUE DATE AND TIME:
The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Tuesday, January 15, 2019.** Late proposals will **<u>not</u>** be considered. Faxed or emailed proposals will **<u>not</u>** be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in the Request for Proposal. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on page 4 of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.
The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

EVALUATION CRITERIA	
TECHNICAL PROPOSAL	
Letter of Introduction, Table of Contents & Proposal Submission Form (Exhibit A)	5
VoIP Phone System Solution	40
Qualifications and Experience	20
IP Phones	25
Mandatory Functionality	25
Desired Functionality	25
Network Requirements	20
Server Requirements (Software & Database)	20
City's Security Requirements	20
Resiliency Options	20
Training Plan	15
Project Schedule & Timeline	15
References	10
Contract Terms and Conditions & Certificate of Compliance (Exhibit C and Exhibit E)	10
SUBTOTAL	**270**
COST PROPOSAL (Exhibit B)	40
TOTAL	**310**

Request for Proposals
VoIP PHONE SYSTEM
December 5, 2018

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **VoIP PHONE SYSTEM,** released on **December 5, 2018.** The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. ___, __, ___, ___, ___ to this RFP.

Full legal name of company:	
Principle owner's name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B
COST PROPOSAL WORKSHEET

The **COST PROPOSAL WORKSHEET** is being provided as a separate and

workable Excel spreadsheet that can be downloaded from the City's website along

with the RFP.

EXHIBIT C

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By:_____
                    Signature

_____
                    Print Name

_____
                    Title

_____
                    Date

EXHIBIT D
AFFIDAVIT OF TRADE SECRET

> **Note:** This exhibit is being provided as a courtesy because proposals become public information upon the release of a Notice of Intent to Award a Public Contract. If applicable, Proposer shall complete and include this Affidavit of Trade Secret with a fully redacted version of its Proposal.

_____ (Affiant), being first duly sworn under oath, and representing _____ _____ [Proposer name] (Hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to the City of Ashland in response to Request for Proposals for VOIP TELEPHONE SYSTEM and I am familiar with the contents of the RFP and Proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

   A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
      i. is not patented,
      ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
      iii. has actual or potential commercial value, and
      iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

      or

   B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
      i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
      ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

_____

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

_____

Notary Public for the State of _____

My Commission Expires: _____

Proposer identifies the following information as exempt from public disclosure: **(Insert page numbers and paragraph numbers or submit a FULLY REDACTED COPY OF YOUR PROPOSAL.)**

IMPORTANT:

       *** PLEASE INCLUDE A FULLY REDACTED COPY OF YOUR PROPOSAL. ***

	PROVIDER:
CITY OF	CONTACT:
ASHLAND	ADDRESS:
20 East Main Street	PHONE:
Ashland, Oregon 97520	
Telephone: 541/488-5587	FAX:
Fax: 541/488-6006	
	EMAIL:

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

1. **PROVIDER'S OBLIGATIONS**

1.1   Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2   Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

   1.2.1   The insurance required in this Article shall include the following coverages:
   - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
   - Automobile Liability
   - Workers' Compensation

   1.2.2   Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
   - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
   - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
   - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
   - Provider shall immediately notify the City of any change in insurance coverage

- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3   All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4   Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5   In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2.   CITY'S OBLIGATIONS

2.1   City shall pay Provider the sum of $XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2   In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of $XXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3.   GENERAL PROVISIONS

3.1   This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2   Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3   Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4   This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.5   This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

3.6   The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

3.7   This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

3.8   Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.

3.9   Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

3.10   If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX(Request for Proposals, etc. dated XXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

5. REMEDIES

5.1   In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
5.1.1 Termination of this Agreement;
5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2   In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1   Term
This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until XXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

    6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

    6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

    6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:
City of Ashland – XXXXXX Department
Attn: XXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-XXXX

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:
Provider's name
Attn: XXXX
XXXXXXX

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

    9.1   Provider represents and warrants to the City that:

    9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

        (i)   All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

        (ii)   Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and

        (iii)   Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

    9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

(i)   All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii)   Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and

(iii)   Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2   Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

By: _____
City Administrator

_____
Printed Name

_____
Date

Purchase Order No. _____

APPROVED AS TO FORM:

_____
Assistant City Attorney

_____
Date

XXXXXXXXXXXXXXXXX (PROVIDER):

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

(**W-9** and **insurance certificates** are required to be submitted with this signed agreement.)

TECHNICAL PROPOSAL

Provided by:

CORE | IT Powered by **Kelley**

2040 Milligan Way, Suite 304
Medford, OR 97504
541.858.4288

Scott Anderson
Senior Vice President, IT Services
Scott.Anderson@helpmecore.com

January 11, 2019

Ryan Stowasser
Information Security Analyst
City of Ashland
90 N. Mountain Avenue
Ashland, OR 97520

RE: RFP – VoIP Phone System

Dear Mr. Stowasser,

Thank you for accepting the included proposal for a Mitel Connect VoIP Phone System. As we outline in this proposal, Mitel Connect is a scalable and cost-effective solution for the City. Additionally, as we are located in Medford, with a robust and large team, we will be able to effectively support the City for the long term.

Company Name:	CORE Business Services
Principal Contact:	Scott Anderson Senior Vice President, IT Division
Physical Address:	2040 Milligan Way Suite 304 Medford, OR 97504
Mailing Address:	Same as above
Telephone Number: Fax Number:	541.858.4288 541.858.1041
Email Address:	Scott.Anderson@helpmecore.com

Thank you for consideration and please contact me with any questions.

Sincerely,

Scott Anderson

LE OF CONTENTS

POSAL FORM

Proposal Submission Form attached as **Exhibit A**.

PHONE SYSTEM SOLUTION

Proposed System

✓ Clearly identify whether the proposed VoIP Phone System is **cloud hosted or on-premise solution.**

> The proposed VoIP Phone System is an on-premise solution that can work with analog (POTS), PRI/T1, and SIP trunks to provide voice circuits. Additionally, it can operate in a Hybrid mode leveraging the Mitel Connect Cloud solution; which allows the on-premise solution (proposed) to integrate with the cloud solution seamlessly if so desired for future expansion needs.

✓ Explain in detail the VoIP Phone System solution being proposed for the City, including the expected life span of the proposed system.

> The proposed VoIP Phone System is a Mitel (formerly ShoreTel) Connect on-premise unified communications solution. The system acts as a phone system but also has a feature set that can include many additional features including instant messaging, conference calling, collaboration, presence, mobility, and more.

> The Mitel Connect system will be fed at the main site with a PRI or SIP connection. The main Director server will need to have stable network connectivity to this location and controls configuration of the system, voicemail, and workgroups. A secondary DVS server will be located at another site for resiliency purposes. Mitel switches at each site will terminate connections (PRI/TI/SIP/Analog) to control inbound/outbound calls and add resiliency on a per site basis.

> There is no end of life date set for the Mitel Connect system. The Mitel Connect version is the current release of system. We would believe the life span of the system to be 10 years or greater.

✓ Explain what parts of the proposed system and equipment are 'industry standard' and what parts are 'proprietary'.

> The proposed Mitel Connect system is proprietary – including software, switches, applications, and phones. Third party, non-proprietary, phones can be used with the system, with limited functionality on the phone itself. Additionally, the system itself (Director, virtual switches, applications) run on standard Windows or Linux servers using Hyper-V or VMWare virtualization platforms.

✓ Identify if the proposed system software is 'proprietary' or 'open source' and the advantages of the type being proposed.

> The proposed Mitel Connect system is proprietary. The advantages of the system being proprietary is the robust feature set of a full unified communications system, the simplicity of the deployment and configuration, and because it is proprietary it is 'purpose-built' (IE performs well out of the box with minimal configuration – in most other solutions the phones take extensive configuration to perform even basic functions).

✓ Clearly identify where the VoIP equipment, servers and controls will be physically located.

> See attached Solution Diagram.
> In summary, the following equipment will be at the below sites:

- Service Center: Director Server (virtualized), Mitel Connect Switches, Phones
- Police Station: Distributed Voice Server (DVS) (virtualized), Mitel Connect Switches (redundant) to connect PRI, Phones
- All Other Sites: Mitel Connect Switch, Phones

✓ Provide a system diagram, a visual model of the system, its components, and their interactions and physical locations.

See attached Solution Diagram – City of Ashland MiVoice Connect Deployment.

✓ Provide minimal and ideal Internet speed requirements.

Because the system is on-premise, there is no requirement for Internet access in the current deployment.

WAN connectivity is required with the following:
- Minimal: 1Mb
- Ideal: 10Mb

✓ Provide options and/or ways to increase voice clarity or call quality.

We recommend implementing QoS, which per the RFP, is already in place.

Additionally, higher quality codecs can be configured for site to site and external calling.

✓ Provide options for system customization and include specifically what can and cannot be customized.

Hybrid Deployment: This system can be customized to allow the on-premise deployment to integrate with and leverage the Mitel Connect Cloud solution for rapid scalable deployment at remote sites.

Call Flow: Completely customizable including unlimited inbound call paths, auto-attendants, workgroups, etc…

Connect (desktop) Client: Fully customizable toolbars, groups, contacts, call handling modes.

Voicemail to Email: Ability to send full .wav file, insert stub in Email, or not allow – are all configurable on a per user basis.

Phones: Buttons can be assigned to a wide variety of pre-programmed tasks – extension monitoring, forward to voicemail, call pick up, background screen logo, etc…

Microsoft Outlook: Uses Outlook plug-ins to sync call handling mode to Outlook calendar and makes Outlook contacts available in Connect client.

✓ Describe the overall advantages of the proposed solution, e.g., controls, upgrades, scalability, and functionality.

Local support – deployed and supported by a local Medford company.

Easy to administer – even for someone with a non-technical background. Typically, it takes half of the effort to administer compared to similar VoIP solutions.

Easy upgrades – single image architecture allows rapid upgrades to remote sites from a central location.

Top 3 solution – because it is one of the top 3 solutions deployed world-wide, there is abundant documentation and resources available online for training and troubleshooting. Additionally, this makes it relatively easy to find someone with expertise to support the system.

Scalability – can easily scale to over 20,000 endpoints. Additionally, adding another site or additional capacity is as simple as adding another switch to the deployment with minimal configuration.

Price – when taking into account total cost of ownership, the solution is documented to be less expensive than competing solutions, due to the low cost to administer long term.

✓ Provide the system's record of reliability, availability, and maintainability, including any system failures and how they were repaired or maintained.

System architecture allows for N+1 and spare switch deployment so that if one switch fails the system will automatically move resources to another available switch.

The mean time to failure of Mitel Connect Switches is 14 years. This is critical as the switch is the backbone of VoIP systems and is where phones and phone lines connect.

Spare switches are warehoused locally in Medford for same day delivery. Also, vendor support includes next day RMA.

As noted above, Mitel Connect is extremely easy to maintain, administer, and upgrade

✓ Describe any limitations or potential issues with the proposed system and if there are plans in the immediate future to remedy the issue(s).

N/A.

✓ Describe any upcoming system updates and/or advanced communication technologies and/or functionality being scheduled for release in the next 1-3 years.

Collaboration continues to be a key initiative of the Mitel Connect platform. We anticipate continued integrations with Microsoft Office 365, mobility deployments utilizing Cloud, and more advanced features in the near future.

✓ Provide anticipated **end-of-life date** for the proposed VoIP phone system.

There is no end-of-life date set for the current equipment proposed. We would expect the equipment to be viable for a minimum of 10 years.

✓ Provide the schedule of when new core components to the VoIP phone system are released.

Mitel Connect uses rapid deployment methodology so that new features and fixes are constantly being released rather than a few scheduled large releases per year.

Explain if and/or when the City will be charged for any upgrades to the VoIP phone system. (Any and all costs are to be included in the Cost Proposal Worksheet.)

We include upgrade assistance in Partner Support Agreements.

✓ Explain how data backups of the system are completed and the frequency of backups.

Data backups are handled by backing up the Director Server through the City's normal server backup process.

✓ Identify specifically what data is backed up and if the data includes configuration, phone programming and voicemail, etc.

Due to the Mitel Connect single image architecture, literally everything is backed up. Return to production functionality is achieved when either the Director server or database is restored.

✓ Explain how to revert changes and recover deleted information if accidentally deleted.

For administrative functions, reverting or recovering deleted items (such as users or sites) would have to be recreated or recovered from database backup.

For voicemail users have the ability to recover from the deleted voicemails folder until the following day. After that, an administrator would have to recover voicemail files from the Director server or database backup.

Telephone and Fax Numbers

✓ Confirm in writing that each of the **City's existing telephone and fax numbers** assigned to individual departments and direct telephone numbers assigned to individual employees' desk phones and fax numbers **can be readily ported to the new system**.

Yes, the City's existing telephone and fax numbers will be able to be used with the Mitel Connect system – there is no requirement to port the numbers, as existing CenturyLink trunks will work with the system.

✓ Confirm in writing that the City can continue to use their existing **4-digit extensions**, which are the last 4-digits of direct telephone numbers assigned to individual employees' desk phones.

Yes, the City can continue to use their existing 4-digit extensions.

Voicemail

✓ Describe the overall voicemail system functionality.

Any user that needs voicemail can be assigned a license. Built in objects, such as workgroups and route points, automatically have voicemail boxes at no cost.

Voicemails can be configured in a variety of Classes, from large to small. These Classes can include everything from message length to storage size to retention period.

Users can manage their voicemails from either their phone or Connect Client. Any user can check any voicemail from any phone as long as they know the extension and voicemail password.

Workgroup voicemail is separate from a user's individual voicemail and can be managed using the Connect Client. Additionally, Workgroup voicemail read/unread status is synced between all Workgroup members.

Voicemails can be sent Email via .wav file.

✓ Provide the recommended system storage requirements for voicemail that will be adequate for the lifespan of the proposed system.

Adequate storage requirements depend on the retention policy. We would recommend a minimum of 100GB, with a minimal retention policy and a maximum of 1TB for the longest retention policy. We do not typically see more than 300GB of storage used for voicemail.

✓ Describe how recorded data moves through the system from creation to deletion.

Recorded data is written to the Director Server from the live call stream and resides there until exported or deleted.

✓ Describe all the ways recorded data can get into the system and ways end users can retrieve or export the data.

Recorded data can get into the system via voicemail or via calls a user records.

End users can retrieve via phone or Connect Client and export via Connect Client to a .wav file. Administrators can access the recorded data files directly on the Director Server.

✓ Describe how data is secured at rest and in transit.

Data is not encrypted at rest on the Director Server by Mitel Connect.

Live calls are encrypted via SSL.

✓ Describe access to recorded data by an end user.

End users can retrieve via phone or Connect Client and export via Connect Client to a .wav file.

✓ Describe access to recorded data by an administrative user.

Administrators can access the recorded data files directly on the Director Server.

✓ Describe all voicemail monitoring and reporting that is available.

Within Director there is a voicemail dashboard that gives administrators quick access to all relevant information about each mailbox and its current status.

✓ Provide the system retention options, including if the City will be able to create retention policies to delete messages after a length of time.

- o Incoming message length in seconds.
- o Maximum number of messages.
- o Delete saved / unheard messages after X days.
- o Delete heard messages after X days.

✓ Explain how a call can be recorded by end user and if that call will end up in the voicemail system.

> To record a call, an administrator must give a user permission to record calls. The user would then push the record button on their Connect Client to record or setup a button on their phone. Once a call is recorded a user accesses it via their voicemail (administrator would access it from the Director Server).

✓ Confirm in writing if the City will be given rights to manage and configure voicemail, including the ways in which voicemail can be configured.

> The City will have full administrative rights to the system, including the ability to manage and configure voicemail. Voicemail can be configured on a per user basis, or in a shared/Workgroup basis where multiple users can manage.

Support and Operations

✓ Describe the support options and/or functions available for the proposed system, including who (Proposer, subcontractor and/or 3rd party vendor) would be providing each of the support options and/or functions.

> Partner Support provides <u>local support</u> through CORE with the ability for issues to be escalated to Mitel if needed.

> Enterprise Support gives the City the option to call Mitel support directly for all issues.

✓ Explain specifically how the day-to-day operations for the proposed system will be managed by the service provider(s), including the Proposer, subcontractor(s) and/or 3rd party vendor(s).

> Day-to-day operations of the system including user add/moves/changes will be managed by the City. Issues, as they arise, will be diagnosed/supported by the City and/or escalated to CORE (through our Partner Support Agreement) as needed.

> A different support option (if desired) is to engage on an Enterprise Support Agreement, which would allow the City to call Mitel Support direct.

✓ Describe how the VoIP provider(s) would typically provide remote support for the system.

> Depending on the access permissions allowed by the City, CORE can either install a remote access agent on the Director server that allows as-needed/un-attended or can provide attended adhoc support as requested.

✓ Describe in detail the day-to-day system maintenance requirements to be performed by the City's core project team, including frequency, routine tasks, method of updates, notification process for updates, etc.

The only day-to-day maintenance tasks necessary would be standard adds/moves/changes and system backups.

Updates are generally done only when a new feature or issue fix is desired (as long as the version is supported).

✓ Provide a system overview or diagram as to who – VoIP Provider(s) or City - will be required to perform what functions.

They City will be responsible for performing all functions and may leverage CORE or Mitel as needed.

Scalability

✓ Describe how the system is considered scalable and capable of changing in size and scope, e.g., if an additional building requires phone and fax services.

One of the best and most unique features of the Mitel Connect system is the ability to scale the system cost effectively. Once the base system is in place additional sites can be added by simply adding a switch and phones at the site. The system can also be scaled to additional sites without the need for a local switch at the site, but this negates the resiliency of the system at that site.

✓ If applicable, identify any additional system licensing and hardware/network requirements that would be required for additional City facilities.

To add an additional site, the following would be needed:
- Mitel Connect Switch
- Mitel Additional Site License
- Mitel User Licenses
- Phones

QUALIFICATIONS AND EXPERIENCE

✓ Describe the Proposer's organizational framework, special resources, and any other information that will clearly and definitively demonstrate that the Proposer can effectively and efficiently fulfill the long-term (estimate 5-10 years) scope of services

✓ List and identify the Proposer's **key technical and functional staff** on the vendor's **implementation and system management team(s)** and provide the role of each team member.

Org Chart attached.
Key Personnel:
- Abe Grupe – VP Technical Services. Previous experience at Lithia Motors as Director of Infrastructure managing voice functionality across all locations.
- Peter Nguyen – Service Desk Manager. Previous experience at UTI managing ShoreTel across multiple sites.
- Tony Robison – Senior Implementation Engineer. Has led installs and/or upgrades at local similar sized organizations including City of Central Point, Grace Cascade Christian Schools, LaClinica, Grange Co-op, The Center of the Cascades, Siskiyou Community Health, and more.

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- Rob Adams – System Administrator. Previous experience managing ShoreTel across a wide client base. Now leading our Mitel Connect support efforts across CORE client base.

Additionally, all Service Desk technicians are trained on Mitel Connect support.

✓ If applicable, identify all **short term and long-term subcontractors** and their role in the proposed solution, including the Proposer's relationship with the subcontractor.

N/A.

✓ If applicable, identify all **3rd party vendors** and their role in the proposed solution, including the Proposer's relationship with the 3rd party vendor.

N/A.

IP PHONES

✓ **BASIC IP PHONE:** Provide options and specifications for basic phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

- The Mitel IP420g phones have the following features:
  - Minimal footprint and screen, perfect for occasional use or public spaces/lobbies.
  - 2 programmable buttons on the phone that can be labeled and light up, configured for 8 lines out-of-the-box.
  - Displays Caller ID.
  - Supports all Mandatory Functionality as described in the RFP.
  - Has as simple + and – on the phone for volume control.
  - Built-in high-quality speakers and microphone (chosen by the Grammys for superior sound quality).
  - Powered and connected by a standard Ethernet cable.
  - Has gigabit network passthrough to daisy-change a workstation or other network device.
  - Works with most headsets, including the three headsets recommended with this RFP.
  - Can be wall-mounted.
  - Directory lookup.

✓ **BASIC +WIRELESS OPTION IP PHONE:** Provide options and specifications for basic + wireless phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

- The Mitel 930D phones have the following features:
  - Portable design, perfect for taking calls at a desk or on the move.
  - 3 programmable buttons on the phone that can be labeled and, configured for 8 lines out-of-the-box.
  - Displays Caller ID.
  - Supports all Mandatory Functionality as described in the RFP.
  - Has as simple + and – on the phone for volume control.
  - Built-in high-quality speakers and microphone for high performance audio.
  - Base station is powered and connected by a standard Ethernet cable. Phone is a cordless DECT phone.

- o Headphone jack port is standard.
- o Directory lookup.

✓ **STANDARD IP PHONE:** Provide options and specifications for standard phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

- The Mitel IP480g phones have the following features:
    - o Generous on-phone screen, perfect for moderate to active.
    - o 8 programmable buttons on the phone that can be labeled and light up, configured for 16 lines out-of-the-box. Configurable for up to 256 lines.
    - o Supports a USB-attachable BB424 button box with up to 96 programmable buttons.
    - o Displays Caller ID.
    - o Supports all Mandatory Functionality as described in the RFP.
    - o Supports all Desired Functionality pertaining to phones as described in the RFP.
    - o Has as simple + and – on the phone for volume control.
    - o Built-in high-quality speakers and microphone (chosen by the Grammys for superior sound quality).
    - o Powered and connected by a standard Ethernet cable.
    - o Has gigabit network pass through to daisy-change a workstation or other network device.
    - o Works with most headsets, including the three headsets recommended with this RFP.
    - o Can be wall-mounted.
    - o Directory lookup.

✓ **CONFERENCE IP PHONE:** Provide options and specifications for conference phone(s) that meets or exceeds the minimum requirements outlined in the table found on page 12 of the RFP.

- The Mitel IP655 phones have the following features:
    - o Color touch-screen, conference rooms or executive use.
    - o 12 programmable virtual buttons on the phone that can be labeled and light up, configured for 16 lines out-of-the-box. Configurable for up to 256 lines.
    - o Supports a USB-attachable BB424 button box with up to 96 programmable buttons.
    - o Displays Caller ID.
    - o Supports all Mandatory Functionality as described in the RFP.
    - o Supports all Desired Functionality pertaining to phones as described in the RFP.
    - o Has as simple + and – on the phone for volume control.
    - o Built-in high-quality speakers and microphone (chosen by the Grammys for superior sound quality).
    - o Powered and connected by a standard Ethernet cable.
    - o Has gigabit network pass through to daisy-change a workstation or other network device.
    - o Works with most headsets, including the three headsets recommended with this RFP.
    - o Can be wall-mounted.
    - o Directory lookup.

✓ **HEADSETS:** Provide options and specifications for headsets that can be used with STANDARD phone options. Three (3) headset options are desirable.

- Jabra Evolve 65 UC MONO – Mono wireless
- Jabra Evolve 40 UC Stereo – Stereo USB
- Jabra Pro 9450 MONO – Mono USB

IMPORTANT: Only options and specifications for IP Phones will be submitted in the TECHNICAL PROPOSAL. **PRICING** for IP Phones will be requested and submitted separately in the **COST PROPOSAL.**

✓ Are the proposed IP phones proprietary brand name phones specifically for the proposed system or nonproprietary interchangeable IP phones for use with similar VoIP systems?

Proprietary brand name phones manufactured by Mitel to assure quality and ease-of-use.

✓ Provide **end-of-sale and/or end-of-life dates** for the proposed IP phones.

There is no proposed end-of-sale or end-of-life for any of the phones proposed. This should ensure a minimum 7-year product cycle, more likely 10-year.

✓ If software is required, how long will **vendor support** be provided for the IP phones being proposed.

There is no sunset date on support for any of the phones. There should be a minimum of 7 years remaining on the support cycle, more likely 10 years.

✓ Describe or list all the required steps to program, port an existing telephone number, deploy and/or activate a new IP phone and fax line.

Program new phone/user:
- Setup the user in Director and assign the mac address of the phone to the user.
- Plug the phone in.
- The system will automatically send the user an Email with a link and instructions to setup the Connect Client and voicemail.

Port an Existing Telephone Number: N/A

Activate new IP Phone:
- See above on Program New Phone.

✓ Confirm in writing if the IP phone can be used regardless of whether the computer is turned on or off.

The IP phone CAN be used whether the computer is turned on or off.

✓ Identify if the proposed phones have a **network pass-through,** so a single network connection can support both the IP phone and computer workstation. (Please note: Preferred, but not mandatory and dependent on the proposed IP phones.)

Yes, all phones support network-pass through.

✓ Identify if the proposed phones utilize a **universal ethernet cable** to connect to the computer workstation. (Please note: Preferred, but not mandatory and dependent on proposed IP phones.)

> Yes, a computer is able to be 'daisy-chained' to all Mitel IP Phones through standard ethernet cables – either through 100mb or 1gb connections (depending on phone model).

✓ Provide IP phone **warranty coverage options, preferably 2-year or 3-year and/or 5-year options,** for the proposed phones, including what the warranty covers and what the warranty does not cover. (Please note: Warranty options will be considered but may or may not be purchased.)

> Support Agreements may be obtained with or without covering the phones. We typically advise clients NOT to include warranty of the phones, as it is much more expensive that purchasing a couple of extra phones. All phones come with a 13-month warranty out of the box. To warranty them longer you must include them in the support agreement (1, 3, or 5-year terms).

> Phone warranty covers return and replacement of faulty phones during the covered period.

MANDATORY FUNCTIONALITY (IP Phone Services)

✓ Confirm in writing item by item that the proposed system's functionality meets or exceeds the **mandatory functionality** identified in the list found on **pages 14** of the RFP. In addition, please include the **corresponding function name(s) used in the proposed system**, if different from the function names used in the City's Mandatory Functionality list.

> Yes, Mitel Connect meets or exceeds all mandatory functionality identified on page 14 of the RFP.

> Corresponding function names below:
> - Ring Group = Workgroup
> - Failover Forwarding = Find Me/Follow Me or Workgroup

✓ Provide a complete detailed list of functions that are provided and included in the proposed system, including function name and description of each function.

> See attached Feature List.

DESIRED FUNCTIONALITY (IP Phone Services)

✓ Confirm in writing item by item, including a **complete explanation**, as to how the proposed system's functionality meets or exceeds the **desired functionality** identified in the list found on page 14 of the RFP. In addition, please include the **corresponding function name(s) used in the proposed system**, if different from the function names used in the City's Desired Functionality list.

> Interactive Voice Response / Auto Attendants – INCLUDED, UNLIMITED
> Spoofing Identification – Available as an add-on application
> Reverse Number Dialing for Police – INCLUDED IN CONNECT CLIENT
> Phone Call Recording - INCLUDED
> Voice to Text – Available as an add-on application

Block and Unblock Phone Line Dial Number – INCLUDED VIA * CODE
Remote Voicemail Management - INCLUDED
Integration with Office 365 - INCLUDED

✓ Clearly identify if the system allows the use of a softphone (software telephone) application program that enables VoIP telephone calls from computing devices and include the name and version of the softphone application program being proposed with the system.

Mitel Connect DOES allow use of a softphone. The Connect Client acts as the softphone. Additionally, a Connect Telephony for Microsoft plug-in is offered that allows the Skype for Business application to be used as a softphone.

> **IMPORTANT:** The City currently utilizes Microsoft 365, which includes rights and licensing for **Microsoft Skype for Business**. This is the City's preferred softphone application program.

✓ If available, Proposers may include additional desired functionality that may be of value to the City.

The plug-in allows for access to:
- Availability State
- Dial Pad
- Events
- Voicemail
- Directory
- Settings

NETWORK REQUIREMENTS

✓ Provide written confirmation that the proposed system will be compatible with the City's Network Infrastructure identified on pages 11 of the RFP.

The proposed system will be compatible with the City's current Network Infrastructure.

✓ Provide written confirmation that the City's Network Infrastructure identified on pages 11 of the RFP will be sufficient to run the proposed system – AND/OR - provide a detailed list (make, model, etc.) of all the **additional rack-able network hardware** that will be required to run the proposed system.

The City's Network Infrastructure will be sufficient to run the proposed system. Each location will require 1U of rack space to hold the Mitel telephony switch(es) for site survivability required by the RFP (see site diagram).

> **IMPORTANT:** Only the detailed list of additional network hardware requirements is to be submitted in the TECHNICAL PROPOSAL. **PRICING** for the additional network hardware will be requested and should be submitted separately in the **COST PROPOSAL.**

SERVER REQUIREMENTS (Software & Database)

✓ Provide written confirmation that the proposed system will be compatible with the City's Server Infrastructure identified on page 10 of the RFP.

The proposed system will be compatible with the City's server infrastructure.

✓ Provide written confirmation that the City's Server Infrastructure identified on page 10 of the RFP will be sufficient to run the proposed system – AND/OR - provide server build requirements, including a detailed list of software and database requirements that will be required to run the proposed system.

> The City's Server Infrastructure will be sufficient to run the proposed system.

IMPORTANT: Only the detailed list of additional software and database requirements is to be submitted in the TECHNICAL PROPOSAL. **PRICING** for any additional software and database requirements will be requested and should be submitted separately in the **COST PROPOSAL.**

CITY'S SECURITY REQUIREMENTS

✓ Provide written confirmation that ALL connections over public networks will be **encrypted using HTTPS** (Hyper Text Transfer Protocol Secure) **and VPN** (Virtual Private Network) tunnels where appropriate.

> All connections over public networks will be encrypted using HTTPS and VPN tunnels where appropriate.

✓ Provide written confirmation the VoIP Phone System integrates with **Active Directory** to control access for devices and users.

> The proposed system DOES integrate with Active Directory.

✓ Describe any additional security measures built into the proposed system.

- All phone conversations are encrypted within the Mitel system.
- Password policies can be set to enforce strong passwords and password changes.
- The Director web management interface is encrypted and runs over HTTPS.
- Any passwords stored in the database are hashed to avoid storage in clear text.
- Role-based access control is in place to provide different users different levels of administrative access.
- Changes to the system can only be made from the Director server and are replicated out to the various other servers and Mitel switches.

Note to reiterate: Phones will automatically join our voice VLAN (Virtual Local Area Network) when connected to the City's network.

RESILIENCY OPTIONS

✓ Explain the surefire **resiliency option(s)** that can be built into the proposed system for critical communications, including continuity-of-governance, during local and/or regional emergency operations activation.

> The proposed system offers true resiliency through an N+1 design (N+1 = having one additional Mitel Switch allows the users connected to any switch organization wise to connect to the additional 'spare' switch. Additionally, switches at each site will be one or more analog lines to offer voice redundancy in the event of a WAN outage.

✓ Provide a system diagram for the proposed resiliency option(s), a visual model of the required connections, components, and their interactions.

See attached System Diagram.

✓ Provide a detailed list of all the required equipment, including software, hardware components and/or rack-able network equipment that will be required for the proposed resiliency options.

> The proposed resiliency option will consist of 2 Mitel switches – an ST100D for PRI and N+1failover, and an ST100A for Spare switch failover - and one virtualized Distributed Voice Server. This should take no additional rack space as the Mitel switches are all half-width so the spares will fit in 1U with the production switches.

Note to reiterate: Resiliency options for at least one or more phone lines per City building must remain operational. Actual number of phone lines to be determined.

TRAINING PLAN

✓ Explain the Proposer's onsite training methodology.

> In a train the trainer scenario such as this, we will conduct an onsite classroom training with the core project team concerning Director administration, Connect Client install and configuration, Connect Client use, and phone use.

✓ Describe all the phases and/or levels of training that will be required for the City's core project team to become fully knowledgeable of the proposed system, to program and deploy IP phones, train end-users and manage the day to day system requirements after the system is fully operational.

> An in-person administration training and end-user training will be required. Additionally there approximately 4-hours of self-paced web trainings to get new administrators familiar with the Mitel Connect system.

✓ Propose a training schedule for the City's core project team. This can be a supplemental schedule specifically for training and/or included in the detailed Project Schedule and Timeline requested in section below titled Project Schedule & Timeline.

> Included in Project Schedule & Timeline.

✓ List and describe all the types of system and end-user training manuals, materials and options that will be made readily available to the City.

- In-person classroom-style training at one or a few of the City's facilities.
- End-user self-paced webinar training videos on both the phones and the Connect Client software.
- Quick-start guides for each model of phone and the Connect Client.

✓ Provide website names, addresses and log in requirements for any **online demos** of the proposed system and training manuals that are available for public viewing. Demos can also be provided on a thumb drive and submitted with the Technical Proposal. The City reserves the right to view the Proposer's demos of the proposed system and training manuals.

PROJECT SCHEDULE & TIMELINE

✓ Provide a **detailed project schedule and timeline** to complete all the required tasks, e.g., fit/gap analysis, migration plan, implementation, deployment, training, system testing, etc. to produce the deliverables. The **anticipated start date** is **March 1, 2019** and the **preferred completion date** is **May 31, 2019.**

See attached Project Plan & Timeline.

REFERENCES

✓ Provide **at least three references**, preferably government or municipal references, of **comparable size and scope of services**, including a description of the services that were performed for each of the references. Include the name of the company, contact name, telephone number and email address of the individual who can verify the account and your performance. The City reserves the right to verify these references.

City of Central Point
Jason Richmond
IT Director
Jason.Richmond@centralpointoregon.gov
541.423.1984
Installation and admin/user training of ShoreTel Unified Communications System.

Coos Health and Wellness
Steven Ryan
Network Administrator
Steven.Ryan@chw.coos.or.us
541.751.2600
Installation and admin/user training of ShoreTel Unified Communications System.

Siskiyou Community Health
Steven Bivens
IT Systems Administrator
sbivens@siskiyouhealthcenter.org
541.472.4753
Installation and admin/user training of ShoreTel Unified Communications System and Enterprise Contact Center.

Grange Co-Op
David Forehand
IT Director
dforehand@grangecoop.com
541.664.1261
Installation and admin training of ShoreTel Unified Communication System across 8 locations.

CONTRACT TERMS AND CONDITIONS

✓ Indicate acceptance of the City's contract provisions found in the **Goods and Services Agreement** attached as **Exhibit E** or suggest reasonable alternatives that do not substantially impair the City's rights under the contract. Some contract terms and conditions may be negotiable.

Acceptance.

✓ Provide a copy of the Proposer's contract that includes all applicable terms and conditions.

See attached Proposal with contract terms.

✓ Provide copies of contracts that will be required by each subcontractor and/or 3rd party vendor.

N/A.

✓ Provide Proposer's typical contract terms (length of contract in years) for the proposed cloud hosted or on-premise system?

1, 3, or 5-year Support Agreements are available.

✓ What is the cancellation process?

The Support Agreements are paid upfront. To cancel the agreement with CORE, you may submit a Change or Partner form to Mitel. There is no refund on the amount paid, but the services provided by Mitel do carry forward to another partner (software updates, support from ShoreTel, warranty of switches).

✓ The **Certificate of Compliance** attached as **Exhibit C**, is required to be signed and included with your proposal.

Included.

AFFIDAVIT OF TRADE SECRET (if applicable)

✓ If applicable ONLY, complete the **Affidavit of Trade Secret** submission form attached hereto as **Exhibit D** and **submit a redacted copy of the proposal** being submitted in response to this RFP.

N/A.

IMPORTANT: Proposals become public information after the City releases a Notice of Intent to Award a Public Contract. For information to be kept confidential to the extent the law so allows, you must include **Affidavit of Trade Secret** and a **redacted copy of your proposal.**

COST PROPOSAL

✓ Complete and include the **COST PROPOSAL WORKSHEET** attached as **Exhibit B.**

- ▪ The cost proposal worksheet is organized in the **same format** as the **proposal contents.** (Lines and formulas can be added and/or revised as needed under each category on the excel spreadsheet.)

- ▪ The cost worksheet is to include **ALL start-up costs** and **ALL recurring costs for Year 1, Year 2, Year 3, Year 4 and Year 5.**

- ▪ **Provide descriptions for itemized and detailed costs under each category.**

- ▪ Include <u>expenses</u> (if applicable) for travel, lodging and meals, preferably at Federal per diem rates.

✓ In addition, Proposers may also propose <u>alternative pricing options</u> separately for the City's consideration.

✓ If applicable, Proposers may propose and provide fees for any <u>additional services</u> being offered.

IMPORTANT: The Cost Proposal is to be **submitted separately from the technical proposal in a sealed envelope** marked "COST PROPOSAL" per the submission instructions on page 23.

EXHIBIT A

Request for Proposals
VoIP PHONE SYSTEM
December 5, 2018

Proposal Submission Form

The undersigned Proposer submits this proposal in response to the City's Request for Proposals (RFP) for **VoIP PHONE SYSTEM,** released on **December 5, 2018.** The Proposer warrants that Proposer has carefully reviewed the RFP and that this proposal represents Proposer's full response to the requirements described in the RFP. The Proposer further warrants that if this proposal is accepted, the Proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The Proposer hereby acknowledges receipt of Addendum Nos. _1_ , _2_ , _3_ , _4_ , _5_ to this RFP.
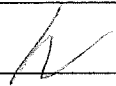
Full legal name of company:	Kelley Imaging Systems (DBA: CORE Business Services)
Principle owner's name:	Aric Manion
Business Address:	2040 Milligan Way, Suite 304, Medford, OR 97504
State and location of company headquarters:	Kent, WA
Year business established:	1974
Telephone Number:	541.858.4288
Fax Number:	541.858.1041
Email Address:	scott.anderson@helpmecore.com
Authorized Signature:	
Printed/Typed Name:	Scott Anderson
Title:	Senior Vice President
Date:	January 14, 2019

EXHIBIT C

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Proposer in this matter, and to the best of my knowledge the Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By:_____
Signature

_____Scott Anderson_____
Print Name

_____Senior Vice President_____
Title

_____1-14-19_____
Date

City of Ashland MiVoice Connect Deployment

Prepared by: T. Robison
Date: 1/7/2019
CORE BUSINESS SERVICES

Pioneer Hall
IP480g x 1
Analog Trunk x 4
ST50A

Dam/Reservoir
IP420 x 1
Analog Trunk x 4
ST50A

Cemetery
IP480g x 1
Analog Trunk x 4
ST50A

Water Treatment
IP480g x 3
930D x 4
Analog Trunk x 4
ST50A

Streets & Fleet Shop
IP480g x 6
930D x 1
Analog Fax x 1
Analog Trunk x 4
ST50A

Fire Station 2
IP480g x 5
Analog Fax x 1
Analog Trunk x 4
ST50A

Lithia Log Cabin
IP480g x 7
IP655 x 1
Analog Fax x 1
Analog Trunk x 4
ST50A

Lithia Maintenance
IP480g x 1
930D x 2
Analog Trunk x 4
ST50A

North Mountain
IP480g x 6
Analog Fax x 1
Analog Trunk x 4
ST50A

Fire Station 1
IP480g x 20
Analog Fax x 2
Analog Trunk x 4
ST50A

Waste Water Treatment
IP480g x 6
930D x 2
IP420 x 2
Analog Trunk x 4
ST50A

Public Works
IP480g x 35
IP655 x 2
Analog Fax x 1
Analog Trunk x 4
ST50A

City Hall
IP420 x 1
IP480g x 31
IP655 x 2
Analog Fax x 5
Analog Trunk x 8
ST100A

Oak Knoll Maint Shop
IP420 x 3
IP480g x 1
930D x 1
Analog Trunk x 4
ST50A

PSTN

1 CenturyLink PRI

Internet

AFN

Police Station
IP420 x 3
IP480g x 31
IP655 x 1
Analog Fax x 5
Analog Trunk x 8
PRI x 24
ST1D
ST100DA
DVS

Service Center
IP420 x 1
IP480g x 28
IP655 x 1
930D x 1
Analog Fax x 2
Analog Trunk x 4
ST50A
ST100A
HQ Server

1Gb WAN

Note: There is at least a 1Gb WAN connection between all locations and the Service Center

Senior Center
IP480g x 4
930D x 1
Analog Trunk x 4
ST50A

Daniel Meyer Pool
IP480g x 1
930D x 1
Analog Trunk x 4
ST50A

Grove
IP480g x 31
Analog Trunk x 4
ST50A

Oak Knoll Pro Shop
IP480g x 1
Analog Trunk x 4
ST50A

Municipal Court
IP480g x 7
IP655 x 1
Analog Trunk x 4
ST50A

Police Contact Stn
IP480g x 3
Analog Trunk x 4
ST50A

Mitel Connect Feature List

Voice Switches

Telephone Features

Call barge in
Call conference (6-party)
Call forward, busy
Call forward, external
Call forward, no answer
Call hold
Call join
Call park/unpark
Call pickup
Call recording
Call stack (1-16 calls)
Call redirect
Call transfer, blind
Call transfer, consultative
Call transfer, intercom
Call transfer, mailbox
Call waiting
Caller ID name
Caller ID number
Caller ID blocking
Directory dialing
Distinctive dial tone
Distinctive ringing
E911
Group paging
Handsfree
Hot key pad
InstaDial
Intercom
Night bell
Message waiting
Missed call
Multiple line appearance
Music-on-hold
Operator ("0")
On hold reminder ring
Office Anywhere
Outbound caller ID
Paging
Redial
Ring tone selection
Speed dial
Silent monitoring
Voice mail ("#")
Whisper page

Trunk types

Analog loop start
Analog wink start
T1 loop start
T1 wink start
T1 PRI
  • NI2
  • 4ESS
  • 5ESS
  • DMS 100
  • QSIG
E1 PRI
  • EURO-ISDN
  • QSIG
SIP
  • RFC 3261 - SIP
  • RFC 2976 - SIP INFO
  • RFC 3891- SIP Replace
  • RFC 3515 - SIP Refer
  • RFC 2396 - URI
  • RFC 2388 - DTMF

Trunk Features

ANI
Automatic trunk maintenance
Caller ID name
Caller ID number
Centrex flash
Dial-in prefix
Dial-out prefix
DID
Digit translation
DNIS
Network call routing
Network/User side PRI
Off-system extensions
Tandem trunking
Trunk groups

IP phone support

MGCP
SIP
VLAN (DHCP)
ToS/Diff Derv
UDP 5004 (patent pending)

DSP features

Dynamic echo cancellation
Dynamic jitter buffer
Lost packet handling
Voice compression
  • Linear
  • G.711
  • ADPCM
  • G.729a

System features

Account codes
Admission control
Backup auto-attendant
Bridge call appearance
Call permissions
Extension length (3-5 digits)
Fax redirection
Feature permissions
IP phone failover
Media encryption
Office Anywhere
On-net dialing (1-7 digits)
Power fail transfer
PSTN failover
SMDI
SNMP

Hunt groups

Simultaneous hunt
Top down hunt
Single or multiple calls
per extension
Busy out group
Busy out extension
16 extensions max. per switch
5 groups max. per switch
Call forward busy
Call forward no answer
Scheduled modes

Telephones

Features

Call redirect	Yes
Call timer	Yes
Caller ID name, number	Yes
Conference call mgmt.	6 party
Directory	Unlimited (system)
Message waiting (LED)	Yes
Missed call indicator	Yes
Redial / history	Last 1000 numbers
Ring tone selections	4
Speed dial	Unlimited
Time and date	Yes (SNTP sync)
Transfer to voice mail	Yes
On hook dialing	Yes

Option Management

Call handling mode	Yes
Call forwarding	Yes
Handsfree mode	Yes
Ring tone	Yes
Agent state	Yes

IP Telephony

Protocol	SIP/MCGP
Quality of service	VLAN, DiffServ/ToS, UDP5004
Supported codecs	Wideband G.711 uLaw G.729A
Power (standard)	802.3af PoE
Power (optional)	Local adapter (optional)
Ethernet	10/100/1000 switch
IP addressing	DHCP, Static
Power (idle/active)	Class 2 (560), Class 3 (560g) PoE 3.4W / 6.4W (560), 4.3 / 8.2 (560g)
Interfaces	RJ-45 Ethernet uplink RJ-45 Ethernet downlink RJ-22 handset jack RJ-22 headset jack
Loop length	100 meters
Hearing-aid compatible	Yes

Director Management

Installation
Installation wizards
Integrated software distribution
License management
Silent client install

Administration
Browser-based interface
Centralized administration:
    Call control
    Voice mail
    Automated attendant
    Workgroups
    Call detail reporting
Multi-user access
Multi-level access control
User ID and password protection
User groups
Call permissions
Telephony permissions
Voice mail permissions
Trunk groups
Dialing plans
Dynamic configuration
Automatic synchronization
Unattended restart
Online help

Maintenance
Real-time monitoring
Event reporting
E-mail event notification
SNMP
Online help

Call Detail Reporting
CDR database
Integrated archival
Bundled reports:
User activity
Trunk activity
Workgroup agent activity
Workgroup queue activity
WAN activity
Third party integration
Space-delimited CDR output

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Discovery**	**15 days**	**Fri 3/1/19**	**Thu 3/21/19**
2		Kickoff meeting/requirem(gathering	1 day	Fri 3/1/19	Fri 3/1/19
3		User/Extension List	8 days	Mon 3/4/19	Wed 3/13/19
4		IP Assignment	1 day	Thu 3/14/19	Thu 3/14/19
5		Information gather	5 days	Fri 3/15/19	Thu 3/21/19
6		**Design**	**26 days**	**Fri 3/22/19**	**Fri 4/26/19**
7		Call Flow Design	5 days	Fri 3/22/19	Thu 3/28/19
8		Design Discussion	1 day	Fri 3/29/19	Fri 3/29/19
9		Paging Group Definition	4 days	Mon 4/1/19	Thu 4/4/19
10		Final Call Flow Desi	4 days	Fri 4/5/19	Wed 4/10/19
11		List of messages to be recorded	1 day	Thu 4/11/19	Thu 4/11/19
12		Pilot	10 days	Mon 4/15/19	Fri 4/26/19
13		**Deploy**	**8 days?**	**Fri 4/12/19**	**Tue 4/23/19**
14		Server/switch Insta	3 days	Fri 4/12/19	Tue 4/16/19
15		Call Flow Implementation	2 days	Wed 4/17/19	Thu 4/18/19
16		Message Recordin{	1 day	Fri 4/19/19	Fri 4/19/19
17		On-hold implementation	1 day	Fri 4/19/19	Fri 4/19/19
18		Overhead Paging Implementation			

Project: TEMPLATEShoreTelProjec
Date: Mon 1/14/19

Task		Milestone	◆	Inactive Summary
Split		Summary		Manual Task
Milestone	◆	Project Summary		Duration-only
		External Tasks		Manual Summary Rollup
		External Milestone	◇	Manual Summary

Inactive Task		Start-only	[
Inactive Milestone		Finish-only	]
Inactive Summary		Deadline	←
Manual Task		Progress	
Duration-only		Manual Progress	

ID	Task Mode	Task Name	Duration	Start	Finish
19		Phone Line Cutove	1 day	Mon 4/22/19	Mon 4/22/19
20		Final Testing	1 day	Tue 4/23/19	Tue 4/23/19
21		**Wrap-up**	**25 days**	**Wed 4/24/1**	**Tue 5/28/19**
22		Training	3 days	Wed 4/24/19	Fri 4/26/19
23		On-site Day 1	1 day	Mon 4/29/19	Mon 4/29/19
24		Misc Config Tweak	21 days	Tue 4/30/19	Tue 5/28/19

Project: TEMPLATEShoreTelProjec
Date: Mon 1/14/19

Task		Inactive Task	
Split		Inactive Milestone	
Milestone	◆	Inactive Summary	
Summary		Manual Task	
Project Summary		Duration-only	
External Tasks		Manual Summary Rollup	
External Milestone	◇	Manual Summary	

Start-only		
Finish-only		
Deadline		
Progress		
Manual Progress		

Executive Summary

Project Objective

The purpose of this project is to implement Mitel Connect VoIP Phone System per the VoIP Phone System RFP dated December 5, 2018.

VoIP RFP

Quote Information:	Prepared for:	Prepared by:
Quote #: 004355 Version: 2 Delivered: 02/27/2019 Expires: 03/28/2019	City of Ashland Kari Olson 90 N. Mountain Avenue Ashland, OR 97520 kair.olson@ashland.or.us (541) 488-5354	Core Business Services Scott Anderson (541) 858-4288 scott.anderson@helpmecore.com

Products	Price	Qty	Ext. Price
Mitel Voice Switch ST100A	$1,837.06	2	$3,674.12
Mitel Voice Switch ST100DA	$3,501.89	1	$3,501.89
Mitel Voice Switch ST1D	$1,722.24	1	$1,722.24
Mitel Voice Switch ST50A	$1,148.16	20	$22,963.20
Handset: IP930D Dect Phone (Add-on) - includes handset charger	$114.24	9	$1,028.16
IP Phone IP655 W/Anti-Glare (Requires ShoreTel 11.1 or later)	$429.99	10	$4,299.90
Mitel IP Phone IP420g	$125.72	13	$1,634.36
Mitel IP Phone IP485g	$229.60	211	$48,445.60
Satellite Microphones for ShoreTel IP Phone 655, Qty 2	$111.95	10	$1,119.50
Start Kit: IP930D DECT Phone (Includes Base, Handset&Charger)	$343.87	11	$3,782.57
Analog Harmonica and Telco cable (FF)	$37.32	12	$447.84
Rack Mount Tray Kit for two half-width voice switches	$37.32	13	$485.16
MiVoice Connect Essentials License Bundle	$83.58	199	$16,632.42
MiVoice Connect Courtesy License	$41.58	36	$1,496.88
MiVoice Connect Advanced License Bundle	$278.45	8	$2,227.60

Products	Price	Qty	Ext. Price
Additional Site License	$207.90	22	$4,573.80
Products Subtotal			$118,035.24

Support Agreement	Price	Qty	Ext. Price
ShoreTel Support Agreement • CORE Remote Support of ShoreTel System • Warranty and Next Business Day Replacement of ShoreGear Switches • Access to ShoreTel System Version Upgrades • Access to ShoreTel Technical Assistance Center via CORE			
Support Agreement Subtotal			$8,682.02

Services	Price	Qty	Ext. Price
Fixed Price Implementation Services	$17,500.00	1	$17,500.00
Fixed Price Administrator Training Services	$1,000.00	1	$1,000.00
Services Subtotal			$18,500.00

Quote Summary	Amount
Products	$118,035.24
Support Agreement	$8,682.02
Services	$18,500.00
Subtotal	$145,217.26
Shipping	$300.00
Total	$145,517.26

By signing and accepting this document, Client acknowledges full understanding and acceptance of this Statement of Work. Client also acknowledges that the provisions listed in the Managed Services Agreement between Client and Core Business Services, LLC apply to this project and may supersede anything listed on this document.

Signature   Date

Terms and Conditions

THIS SERVICES TERMS AND CONDITIONS ("Terms & Conditions") shall be effective as of the date set forth below and shall be by and between CORE BUSINESS SERVICES, LLC, an Oregon limited liability company (hereinafter referred to as "Core"), and City of Ashland (hereinafter referred to as "Client"). NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client hereby agrees to the following terms and conditions:

1.1 Services To Be Provided. Core will provide the services, software, hardware and other equipment specifically described in Quote #004355, which is hereby incorporated by reference as a part of this Terms & Conditions. The services described in said Quote #004355, as may be amended by any change orders entered into by the parties, shall be collectively referred to herein as the "Services".

1.2 Additional Services. Any additional Services will require a written change order or subsequent agreement to be entered into. Said change order will set forth the additional Services, additional corresponding fees and an estimate of the time frame to complete the additional Services.

2.1 Invoices. Client will be invoiced for all Products upon approval of the Quote. Client will be invoiced based on the progress of the Services to be provided pursuant to Quote #004355. Client shall also pay Core for all invoices resulting from any change orders requested by Client.

2.2 Adjustments to Fees Due to Increase or Decrease in Services. In the event that the Services to be provided by Core and set forth in Quote #004355 are increased or decreased by mutual agreement of the parties during the term of this Terms & Conditions and a change order to Quote #004355 is entered into by the parties to reflect such increase or decrease, the fees shall be adjusted accordingly.

2.3 Payment. Client shall make payment within thirty (30) days of receipt of an invoice. Amounts not paid within thirty (30) days after the date of the invoice shall accrue interest at a rate of eighteen percent (18%) per annum, or the legal maximum if less, from the date of the invoice until paid in full. Client shall be liable for and shall pay to Core all reasonable costs of collection, including without limitation attorneys' fees and court costs for undisputed amounts. Amounts paid by credit card shall incur a processing fee of one percent (1%).

3.1 License of Certain Software and Hardware. Any and all software and hardware identified in the preceding sections of Quote #004355 as being owned by Core (the "Core Property") shall at all times remain the sole property of Core, and Client is only entitled to a limited license to the Core Property. Client will not attempt to sell, resell, tamper, or move from Client's business premises or otherwise modify the Core Property without the prior written consent of Core. Client agrees to delete all software and remove all hardware from Client's equipment prior to sale or disposal of equipment. Client will provide Core with satisfactory proof of such removal within ten (10) days prior to any sale or disposal date. Client further acknowledges and gives permission to Core to enter upon Client's business premises to confirm the deletion of software and removal of hardware before any sale. Core reserves the right to terminate this limited license immediately in the event of any breach of this Section by Client.

3.2 Ownership of Certain Software, Hardware and Equipment. Any and all software, hardware and equipment identified in Quote #004355 which is not identified as being owned by Core shall become the property of Client. However, Client may not reproduce software for resale.

4. Initial Setup and Delays. Client hereby acknowledges that the setup of the system may be delayed for reasons outside Core's control, including but not limited to, compatibility issues related to Client's software. Core is not liable for any losses or costs attributed to such delays.

5.1 Core's Representations and Warranties. In connection with the performance of its obligations under this Terms & Conditions, Core hereby represents and warrants to Client as follows: Core will perform the Services in a professional and workmanlike manner, in accordance with standard industry practices. Core will provide, at its expense, the necessary personnel and equipment to perform the Services.

5.2. Client's Representations and Warranties. In connection with the performance of its obligations under this Terms & Conditions, Client hereby represents and warrants to Core as follows: In order to allow Core to perform the Services contemplated by this Terms & Conditions, Client hereby authorizes Core to install, modify and/or manipulate software on Client's computer system(s), including but not limited to software already installed on Client's computers or otherwise in Client's possession, and to view any data on Client's computers within the regular course of such installation, modification, and/or manipulation. Client also authorizes Core to delete, change, and/or rewrite any necessary information stored on Client's computers which Core reasonably believes to be necessary in order to complete any such installation, modification, and/or manipulation of software on Client's computers consistent with standard industry practices.

5.3 Indemnification. All representations and warranties made in this Terms & Conditions will survive the execution of this Terms & Conditions. Client agrees to indemnify, defend and hold Core, its successors and assigns, harmless, from and against, any and all claims, liabilities, obligations, costs, expenses, and reasonable attorney's fees (collectively, "Damages") arising out of or related to any breach or inaccuracy of any representation or warranty of Client made in this Terms & Conditions or any related agreement.

5.4 Software Licenses. Client hereby acknowledges and agrees that it has the sole legal responsibility for the ownership and/or rights to license and use all software used in connection with Client's business. Client further represents and warrants to Core that Client has, and so long as this Terms & Conditions is in effect will continue to maintain, valid licenses or other legal rights to use all of such software, without violating or infringing on the intellectual property rights of any other person or entity, and Client agrees to indemnify and hold Core free and harmless from any unauthorized installation or use of software on Client's system(s).

5.5 Upgrade or Replacement of Software or Hardware. In the event that any software, hardware, or equipment owned by Client is determined by Core to be chronically failing and such failure prevents Core from successfully implementing the software, hardware and equipment provided by Core under this Terms &

Conditions, as determined by Core. Client agrees to promptly replace any such failed software, hardware or equipment, at Client's expense.

5.6. Product Warranty. CORE MAKES AND CLIENT RECEIVES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS TERMS & CONDITIONS, AND THERE IS EXPRESSLY EXCLUDED ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPENSATION PAID TO CORE UNDER THIS TERMS & CONDITIONS DOES NOT INCLUDE ANY CONSIDERATION FOR THE ASSUMPTION BY CORE OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CORE SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS TERMS & CONDITIONS FOR ANY CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR ANY SIMILAR COSTS, EVEN IF CORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF CORE. IN NO EVENT SHALL CORE BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CORE UNDER THIS TERMS & CONDITIONS AS BASE FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

6. Confidentiality. Each party will protect the secrecy of all Confidential Information, as that term is defined below, received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information, except as permitted in this paragraph or for the purpose of performing obligations under the Terms & Conditions. The confidentiality obligations of each party under this Terms & Conditions will survive any expiration or termination of the Terms & Conditions. Upon the expiration or termination of this Terms & Conditions for any reason, each party will immediately cease all use of the other party's Confidential Information and will promptly return, or at the request of the other party, destroy, all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will also remove all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a party will certify in writing its compliance with this paragraph. As used herein, the term "Confidential Information" means technical information related to Products or Services, either party's business and/or technical information, and any other information identified by the disclosing party as confidential or proprietary, regardless of whether in tangible, electronic or other form. Confidential Information does not include materials or information that: (i) is generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; (iii) was already known by the receiving party prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (iv) was independently developed by the receiving party.

7.1 Failure to Pay. If Core does not receive full payment within thirty (30) days after the date of an invoice, Core may terminate this Terms & Conditions and/or Core may suspend its performance immediately upon notice to Client of nonpayment. If Core suspends its performance, Client will continue to incur fees owed under this contract during the period of suspension.

7.2 Financial Risk. Either party may terminate this Terms & Conditions in the event that the other party terminates or suspends its business operations, or upon the bankruptcy or insolvency of such other party.

7.3 Obligations Following Termination. In the event of termination of this Terms & Conditions by either party, Core shall be entitled to prompt payment for all Services provided pursuant to this Terms & Conditions through the date of termination, as well as all termination fees as set forth in Section 7.4 below, without setoff. Client agrees to disable all administrative access for Core and to change all administrative account passwords on the date of termination.

7.4 Termination Fee. In the event Client terminates this Terms and Conditions for any reason, or in the event Core terminates this Terms and Conditions pursuant to Sections 7.2 and 7.3 above or in response to Client's breach of this Terms and Conditions, Client shall pay a termination fee equal to thirty percent (30%) of the remaining value of the contract. Parties agree that the termination fee is an accurate representation of damages Core will incur upon termination of these Terms and Conditions.

8. Nonsolicitation. Client will not, either directly or indirectly (except through Core) solicit, hire, or contract with any Core employee during the term of this Terms & Conditions and for a two (2) year period following termination thereof (hereafter referred to as the "Nonsolicitation Term"). In the event that Client desires to directly hire any Core employee during the Nonsolicitation Term, Client must obtain Core's prior written consent, which may be withheld in Core's sole and absolute discretion. If Client hires a Core employee without first obtaining the written consent of Core, Client shall pay Core a liquidated damage equal to one hundred percent (100%) of the employee's fair market salary, as determined by Core in its sole discretion.

9.1 Governing Law; Jurisdiction and Venue. This Terms & Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon. Jurisdiction and venue shall exclusively lie in the County of Jackson, City of Medford.

9.2 Entire Agreement. This Terms & Conditions, including the preceding sections of Quote #004355 attached hereto, constitutes the entire agreement between Client and Core with respect to the subject matter hereof, and may only be modified by a signed written Addendum by both parties.

9.3 Attorneys' Fees. In the event of any dispute regarding this Terms & Conditions, the prevailing party shall be entitled to recover all reasonable costs incurred in prosecuting or defending such dispute, including reasonable attorney's fees, even though suit or action is not filed, and if suit or action is filed, the prevailing party shall be entitled, in addition to costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable as attorney's fees, in the trial court, on any appeal, and/or in any bankruptcy proceeding.

9.4 Force Majeure. Core is not responsible for failure to render Services under this Terms & Conditions due to circumstances beyond its control including, but not limited to, acts of God, delays caused by Client, court order, labor disputes, and non-performance by a third party.

GOODS & SERVICES AGREEMENT

<table>
<tr>
<td>
CITY OF
ASHLAND
20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006
</td>
<td>
PROVIDER: CORE Business Services, abn of Kelley
         Imaging Systems, Inc.

PROVIDER'S CONTACT: Scott Anderson

ADDRESS: 2040 Milligan Way, Suite 304
         Medford, Oregon 97504

PHONE: 541-858-4288
</td>
</tr>
</table>

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and CORE Business Services, an assumed business name of Kelley Imaging Systems, Inc., a foreign business corporation ("hereinafter "Provider"), for the purchase, installation, and deployment of a new Voice Over Internet Protocol (VoIP) telephone system.

1. PROVIDER'S OBLIGATIONS

1.1 Provider shall supply all necessary equipment, installation services, and training for a complete Voice Over Internet Protocol (VoIP) telephone system for the City as more fully set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for the authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as the "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than $2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

     1.2.1 The insurance required in this Article shall include the following coverages:
- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability.

     1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;

- Provider shall immediately notify the City of any change in insurance coverage
- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3   All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the worker's compensation insurance required by this subsection 1.3, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4   Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5   In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2.   CITY'S OBLIGATIONS

2.1   City shall pay Provider the sum of **$180,245.00** (one hundred and eighty thousand, two hundred and forty-five dollars) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2   In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of **$198,270.00** (one hundred and ninety-eight thousand, two hundred and seventy dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3.   GENERAL PROVISIONS

3.1   This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2   Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3   Provider is not entitled to, and expressly waives all claims to City benefits including, but not limited to, health and disability insurance, paid leave, and retirement.

3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.

3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

4.1 The following documents are, by this reference, expressly incorporated into this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS":

- The City's written Request for Proposals for VoIP PHONE SYSTEM dated December 5, 2018.
- The Provider's complete written Technical Proposal dated February 11, 2019.
- The Provider's complete written and revised Quote dated February 27, 2019, and entitled "VoIP RFP, Quote Number: #004355, Version 2" which includes telephone upgrades and options requested by the City of Ashland Information Systems Division.

4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in subsection 4.1.

5. REMEDIES

5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

5.1.1 Termination of this Agreement;

5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;

5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until five (5) years.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:
City of Ashland – IT Department
Attn: Information Systems Manager
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 552-2441

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Provider:
CORE Business Services
2040 Milligan Way, Suite 304
Medford, Oregon 97504
Attn: Scott Anderson, Senior Vice President, IT Services
Phone: (541) 858-4288

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:
   (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
   (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
   (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
   (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
   (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
   (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND (CITY):

CORE Business Services, abn of Kelley Imaging Systems, Inc. (PROVIDER):

By: _____
          City Administrator

By: _____
          Signature

_____
          Printed Name

_____
          Printed Name

_____
          Date

_____
          Title

_____
          Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

_____
          Assistant City Attorney

_____
          Date