



Request for Proposals (RFP) for a
Unified Communication System

RFP Release Date:	Friday, September 1, 2023
Project Contact:	Cheryl Hong Management Analyst chong@cityofsancarlos.org
Proposal Due:	Monday, September 25, 2023 by 4:00 PM Pacific Time

The City of San Carlos (City) is requesting proposals from vendors to provide a new cloud hosted Voice over Internet Protocol (VoIP) phone system.

RFP Overview	
RFP Title:	Citywide Unified Communication System Upgrade
Scope of Work:	See Section I-4 (Scope of Work).
RFP Submittal Information:	Bidders must email an electronic copy of their proposal, with a subject line: "RFP – Unified Communication System Upgrade" to the City Clerk’s Office Attn: Crystal Mui, City Clerk at cmui@cityofsancarlos.org .
RFP Due Date:	Monday, September 25, 2023 by 4:00 PM Pacific Time
RFP Submittal Requirements:	Your proposal must include the information described in Section VI (Forms to be Submitted) of this RFP. Vendor proposals will be considered non-responsive if the proposal does not provide all the information requested in Section VI.
Prior to Award of Contract:	The successful vendor must submit a Certificate of insurance and related endorsements that meets the City’s criteria as described in the draft Agreement (Attachment A of this RFP).
RFP Questions:	Questions regarding this RFP must be submitted in the form of an email with the RFP title in the subject heading. The deadline to submit questions is Monday, September 11, 2023 by 5:00 PM PST. Questions should be addressed to the City Contact.
City Contact / Project Manager:	Cheryl Hong Management Analyst chong@cityofsancarlos.org

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SECTION I - BACKGROUND AND SCOPE OF WORK

I-1. PURPOSE

The City of San Carlos (“City”) invites qualified vendors to submit proposals to provide the services described in this Request for Proposals (RFP). The City is seeking to replace the existing phone system with a new, cloud hosted Voice over Internet Protocol (VoIP) system that blends system reliability, redundancy, and future scalability. An on-premises solution will not be considered.

The VoIP system will support the following City facilities:

No.	Facility Description	Address
1	City Hall *	600 Elm Street
2	Adult Community Center	601 Chestnut Street
3	Corporation Yard	1000 Bransten Road
4	Library	610 Elm Street
5	Youth Center	1001 Chestnut Street

* The VoIP system will only support the non-emergency functions of Police Services.

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

The City intends to contract with a single vendor and not with multiple vendors doing business as a joint venture. Any proposal submitted on behalf of any joint venture or partnership between two existing vendors may be considered collusive and may be rejected as non-responsive. Any sub-contractors mentioned in the RFP and/or used for this project will have no formal relationship with the City.

I-2. BACKGROUND INFORMATION

The City of San Carlos (City) is a full-service, general law city, governed by a council-manager form of government. The City employs approximately 120 full-time employees. San Carlos provides many services including parks, recreation, housing, and general administrative and support services.

Incorporated in June 1925, San Carlos has a population of approximately 30,000. Encompassing 5.6 square miles, San Carlos is situated 25 miles south of San Francisco, on the San Francisco Peninsula, in San Mateo County.

The City's Information Technology Division provides support for the City's network, VoIP communication, hardware, technology planning, to approximately 200 users. The City has deployed VMWare utilizing Dell servers. The City's data network consists of HP data network equipment.

The IT Division also supports hardware and software applications. The City has several departmental wide enterprise applications that are primarily supported in-house.

The City's current set up is a Mitel phone system. The Mitel system is onsite (not cloud hosted) and the phones and hardware associated with the system are reaching the end of life and require replacement. The system is currently supported by a contracted Information Technology company and a Mitel reseller.

The decision to issue an RFP was made to allow the City to evaluate current telecommunication systems on the market so the City can find the system that best fits its needs. Those findings formed the basis for the RFP requirements. This RFP is not a reflection of the performance of the current vendors.

The current system has the following:

1. 500 Total Phone Numbers (DIDs):

- a. Most users have a direct line and an extension
- b. Some numbers are Department numbers and ring on multiple phones
- c. Some numbers have not been used or assigned to user but are forwarded to other numbers with assigned numbers/phones
- d. 20 of the numbers are assigned to the Emergency Operation Center (EOC)
- e. Some staff have only voicemail access

2. 155 phones including:

- a. 136 Shoretel/Mitel IP480 phones
- b. 7 Shoretel/Mitel IP655 Conference phones
- c. 8 Shoretel/Mitel IP420 phones
- d. 3 Shoretel/Mitel IP485G phones
- e. 1 Shoretel/Mitel IP480g phone

3. Other Details:

- a. Current VoIP system supports approximately ten (10) analog devices.
- b. Approximately twenty seven (27) auto attendants for Customer Service

I-3. PROJECT GOALS AND PROJECT DELIVERABLES

A new phone system for the City should be a cloud hosted VoIP system that is a reliable and manageable system that will scale to meet the City's evolving communication needs and ensure system stability. The goal is to reduce the number of desk phones and have staff use the soft phone option. The Sheriff Office (1-IP655, 3-IP420 & 19-IP480 phones) and EOC (23-IP480 phones) will continue to use desk phones.

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

The project will be considered successful if the following project deliverables are met:

1. Project must be completed by March 1, 2024. This includes decommissioning of old phone system hardware.
2. Awarded vendor will conduct a needs assessment with City departments to determine that the right system solutions and hardware are chosen based on each department's operational needs.
3. All current phone numbers have been moved from existing system to new system.
4. City departments have all resources to properly use the new system; system and hardware should be intuitive and self-service centric.
5. Ongoing support and maintenance are in place at the end of the deployment/system implementation phase.
6. The City's contracted Information Technology company is successfully trained by the vendor, and continued management of the system has been defined.

I-4. SCOPE OF WORK

The awarded vendor will provide and implement a cloud hosted VoIP system for the City. That implementation should include the following:

1. Project kickoff
2. Information gathering to ensure the needs of City departments are met
3. IP-based voice capabilities
4. Reliability and system longevity
5. System redundancy
6. System administration
7. Support and service capabilities
8. Scalability
9. Training and usage plan
10. Migration plan from the existing phone system
11. Migration of existing incoming lines
12. Implementation plan and support for all hardware
13. Removal and disposal of all unused legacy equipment from the existing phone system

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

I-4-A. IMPLEMENTATION AND DEPLOYMENT PLAN

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

The City’s intention is for the vendor’s staff to complete the implementation and deployment plan using the vendor’s staff and not a sub-contractor to the vendor.

I-4-B. TRAINING PLAN

The vendor shall be responsible for providing in-person training to ensure an understanding of system capabilities and hardware functionality before final implementation and deployment are scheduled and configuration activities are complete.

The City reserves the right to ask the vendor for detailed training information, such as the length of the courses offered, training format, recommended maximum number of attendees, agenda, intended audience, method and time required, and copies of all training materials necessary for the vendor conducted training.

The City reserves the right to reproduce training materials for internal training, refresher courses, or for sessions for new staff following implementation. This applies to the system at deployment as well as subsequent system updates that may require training on new capabilities.

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

SECTION II - PROPOSAL PROCESS

II-1. RFP TIMELINE

The following is the anticipated RFP Timeline. The timeline is subject to change as additional time is needed. Any timeline changes will be communicated via addendum.

Milestone	Date
RFP Issued	September 1, 2023
Due date for RFP Questions	September 11, 2023
Responses Provided to RFP Questions Posted on City Website	September 18, 2023
Completed RFP Submittal (“RFP Due Date”)	September 25, 2023 by 4:00 PM Pacific Time
Short List	October 2, 2023
Vendor Demo	October 11 – 13, 2023
Vendor Selection	October 16, 2023
Target for Project Implementation	December 1, 2023
Target for Project Completion	March 1, 2024

II-2. RFP QUESTIONS AND RESPONSES

Please email all questions pertaining to the RFP to the City Contact on or before 4:00 PM Pacific Time on September 11, 2023. No questions will be accepted via phone.

Once all questions are received, the City will summarize all questions and their responses and post them on the City’s website www.cityofsancarlos.org.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person(s) of such error in writing and request clarification or modification of the document. The City will make an addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the contact person(s) prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction. The City may also correct obvious clerical errors. The City may also request clarification from a proposer on any item in a proposal that City believes to be in error.

From the issue date of the RFP until contract award is made, respondents are not permitted to communicate with any employee or agent about the subject or contents of the RFP except as outlined in the RFP. Violation of this provision may result in rejection of the respondent's submission. No information provided verbally or by any other personnel will be considered binding. All respondents shall use the RFP and its attachments and amendments as the sole basis for the proposal at this time.

II-3. RFP DUE DATE

Those organizations interested in responding to this Request for Proposal are required to create a digital PDF proposal, signed by the firm's authorized agent. The submission shall be emailed to:

Crystal Mui
City Clerk
cmui@cityofsancarlos.org

Proposals must be received by 4:00 p.m. Pacific Time on September 25, 2023 with a subject line: "RFP – Unified Communication System Upgrade". Any applications after the date and time will not be considered.

All proposals received will be retained by the City in accordance with our retention schedule.

II-4. RFP EVALUATION PROCESS

This RFP is not a formal bid process governed by formal bid rules typically associated with public works contracts. The evaluation and selection process are based upon consideration of a variety of factors as described below. Accordingly, the City reserves the right to waive technical errors, alter submission dates, issue subsequent requests for proposals, etc.

The RFP Evaluation Team will evaluate the RFP responses provided by vendors. The evaluators will consider how well the proposed solution meets the City's requirements as described in the RFP. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

The selection will be made based on the recommendation of the team and presented to the City Council for actual adoption and agreement execution. The individual rating and/or evaluation forms prepared by the team members will not be revealed but a summary of the evaluation results will be presented to the City Council.

Emphasis will be placed on the following factors to select the most qualified vendor:

1. Proposed solution
2. Project approach
3. Support and maintenance

4. Client references
5. Project cost

Selection by the City shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and shall not be awarded solely based on project cost. Selection will be made to ensure that such services are engaged based on demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the City.

The City shall consider the project cost after the City is satisfied that vendor has demonstrated the competence and professional qualifications necessary to support the project.

II-5. SHORT LIST

After the City's project team has evaluated the RFP responses, they will create a short list and will be contacting the listed vendors.

II-6. VENDOR DEMONSTRATIONS

Select vendor(s) will be requested, at no cost to the City, to demonstrate the proposed software and hardware systems during a morning and afternoon session on an agreed upon date between October 11-13, 2023.

II-7. AGREEMENT AWARD

Vendor understands that The City of San Carlos reserves the right to award a contract without further discussions or clarifications with vendors. Thus, the contents of the RFP response and all pricing, terms and statements contained therein will be binding upon acceptance of the proposal by The City of San Carlos.

The successful proposal, including all terms, conditions and pricing contained therein, will be incorporated into the awarded contract. Vendor must take great care to respond to all requirements of this RFP to the maximum extent possible. Vendor must clearly identify any limitations and/or exceptions to the requirements inherent in the proposed system. Vendor further understands that alternative approaches will be given consideration if the proposed approach clearly offers increased benefits to The City of San Carlos.

II-7-A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the RFP Evaluation Team, the Project Manager will recommend award to the City Council for consideration of an agreement to the vendor providing the best value to the City. The selected vendor shall enter into an agreement with the City based

upon the contents of the RFP and the vendor’s proposal. Vendors not chosen will be informed after the City Council Meeting.

II-7-B. EXECUTION OF AGREEMENT

A sample Professional Services Agreement is attached herein as an Attachment "A". "Vendor" will hereinafter be referred to as "Consultant". The term of the Agreement will begin after the Agreement is fully executed and the Consultant has provided all necessary insurance and related insurance endorsements, City of San Carlos business license, and other documents that meets the City’s standards.

II-7-C. ACCEPTANCE OF AGREEMENT

After the City Council awards the project, the City will work to fully execute the Professional Services Agreement (Attachment “A”).

SECTION III - PROPOSAL FORM AND CONTENT

III-1. GENERAL INFORMATION

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates vendor’s acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any vendor may withdraw their proposal, without obligation, at any time prior to the RFP Due Date. A withdrawal will not be effective unless made personally to the City Contact prior to the RFP Due Date. Proposals may later be referred to the City Council for appropriate action.

All proposals submitted are to be valid for a period of 180 days after this proposal date.

III-2. PROPOSAL SUBMISSION REQUIREMENTS AND RESPONSE FORMAT

Vendor is responsible for preparing an effective, clear, well-organized, and concise written proposal. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

To be considered for selection, vendors must submit a complete response to this RFP that includes the following mandatory information and/or requirements in the following format and order. Failure to provide any of the information requested below may be cause for the proposal to be considered non-responsive.

1. Title Page
2. Table of Contents
3. Letter of Transmittal
4. Company Profile
5. Statement of Qualifications
6. Certification Statement
7. Completed Product Description and Functional Requirements Section
8. Completed Project Approach, Implementation, and Training Section
9. Completed Support and Maintenance Section
10. Customer References
11. Completed Cost Schedule

Additional guidelines for the mandatory information and/or requirements listed above are described in the next sections.

III-3. TITLE PAGE

The title page should include: the subject of the proposal; the name of your organization and address of the office that will be handling the installation; the name, email address, and telephone number of a contact person; and the date of the proposal.

III-4. TABLE OF CONTENTS

A clear and comprehensive identification of the contents of your proposal by linking the sections to the pages associated to the page numbers.

III-5. LETTER OF TRANSMITTAL

All proposals must include a cover letter addressed to the City's Project Manager and signed by a duly constituted official legally authorized to bind the vendor to both its proposal and cost schedule. Within this signed letter include statements to the following:

- Your organization's understanding of the work to be accomplished.
- Upon award of this contract, your organization will make a positive commitment to perform the implementation work within the scheduled time.
- Acknowledge using the City's service agreement and agree to provide all necessary insurance, City of San Carlos business license, and other documents.
- A summary of the cost-of-service fee(s) to be charged for the work, and a statement indicating if fees are fixed, complete, inclusive, or negotiable.
- Approximate breakdown of type of clients served by your firm over the past five years.
- Description of any claims, lawsuits or legal settlements your firm has had in the past and/or those that are currently pending.

- All proposals submitted are to be valid for a period of 180 days after this proposal date.
- The name of the individuals who will be authorized to make representations for your organization, their titles, addresses, email addresses and telephone numbers.
- A statement that the signatory of the transmittal letter with his/her printed name and title has authority to bind your organization.
- The cover letter must include the name, address, phone number, and email address of the vendor's main point of contact (to whom the City should direct correspondence). The main point of contact can be different than the vendor's Project Manager.

III-6. COMPANY PROFILE

Please complete form in VI-6. (Company Profile) and include them in this section.

A profile of your organization is required. The profile should include the following information:

- Basic organizational information, such as: size of organization, how long in business, public or private entity, etc.
- Whether your organization is local, regional, national, or international.
- A listing of the other similar governmental customers that are using this proposed solution.

A Summary of your organization's qualifications (Not to exceed 5 pages).

- Provide a summary of your organization's expertise in the area of support, implementation, training, etc. pertaining to the VoIP submitted in the proposal (including any 3rd party systems included as a part of your proposal).

III-7. STATEMENT OF QUALIFICATIONS

Vendor shall make certain to demonstrate the qualifications and experience of the Project Manager who will work directly with the City rather than only describing the general experience and qualifications of the vendor. The Statement of Qualifications will include the information described below in Section III-7-A and III-7-B.

III-7-A. QUALIFICATIONS OF THE VENDOR

1. Describe the vendor's capabilities and experience.
2. Provide up to five (5) examples of relevant project experience, in progress or completed by your proposed team members during the past five (5) years. The vendor, including any subcontractor, shall have a proven record in telecommunication projects. Include:
 - Size of project, cost, budget, start and completion dates of design and implementation.
 - Identify similarities to this project and any unique lessons learned that would be applied.

III-7-B. PROJECT MANAGER AND KEY PERSONNEL QUALIFICATIONS

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

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

III-8. CERTIFICATION STATEMENT

All proposals must contain a signed certification statement (see Section VI-1).

III-9. PRODUCT DESCRIPTION AND FUNCTIONAL REQUIREMENTS

All proposals must include a completed section VI-2 (Product Description and Functional Requirements). In case the tables in Section VI-2 do not include sufficient space for the vendor to provide a response to each requirement, the vendor can recreate the tables as required.

If the vendor recreates the tables, the vendor will include the same column headings. That way, the RFP Evaluation Team will be able to compare proposals submitted by different vendors in an efficient manner.

III-10. PROJECT APPROACH, IMPLEMENTATION, AND TRAINING

All proposals must include a completed Section VI-3 (Project Approach, Implementation, and Training). In case the tables in Section VI-3 do not include sufficient space for the vendor to provide a response to each requirement, the vendor can recreate the tables as required.

If the vendor recreates the tables, the vendor will include the same column headings. That way, the RFP Evaluation Team will be able to compare proposals submitted by different vendors in an efficient manner.

III-11. SUPPORT AND MAINTENANCE

All proposals must include a completed Section VI-4 (Support and Maintenance). In case the tables in Section VI-4 do not include sufficient space for the vendor to provide a response to each requirement, the vendor can recreate the tables as required.

If the vendor recreates the tables, the vendor will include the same column headings. That way, the RFP Evaluation Team will be able to compare proposals submitted by different vendors in an efficient manner.

III-12. CUSTOMER REFERENCES

Please complete form in VI-7 (Reference) and include them in this section.

Provide three (3) references from where your organization provided similar methods using the same version of telecommunication systems at other Municipal Government agencies of similar size and complexity.

Include contact names, telephone numbers and addresses. Indicate the year and timeframe in which each reference was engaged with your organization.

Use the enclosed form in Appendix B for submitting this information. Vendors must submit one form for each reference.

III-13. COST SCHEDULE

All proposals must include a completed Section VI-5 (Cost Schedule). In case the tables in Section VI-5 do not include sufficient space for the vendor to provide a response to each requirement, the vendor can recreate the tables as required.

If the vendor recreates the tables, the vendor will include the same column headings. That way, the RFP Evaluation Team will be able to compare proposals submitted by different vendors in an efficient manner.

SECTION IV - EVALUATION / SELECTION OF PROPOSALS

IV-1. CLARIFICATIONS

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

IV-2. PROPOSAL EVALUATION AND SELECTION

The City will make a selection based on the evaluation of the written proposals and demonstrations. The City may elect to contact all vendors or only the highest ranked vendor(s). The City intends to schedule demonstrations with only the finalists. The City reserves the right to request a Best and Final Offer (BAFO) from the top ranked vendors.

Vendor understands that the City reserves the right to award a contract without further discussions or clarifications with vendors. Thus, the contents of the RFP response and all pricing, terms and statements contained therein will be binding upon acceptance of the proposal by the City.

The successful proposal, including all terms, conditions and pricing contained therein, will be incorporated into the awarded contract. Vendor must take great care to respond to all requirements of this RFP to the maximum extent possible. Vendor must clearly identify any limitations and/or exceptions to the requirements inherent in the proposed system. Vendor further understands that alternative approaches will be given consideration if the proposed approach clearly offers increased benefits to the City.

IV-3. SINGLE OR MULTIPLE CONTRACTS

The City will award only one vendor to provide all services described in this RFP.

IV-4. TERM

The contract term will be 36 months with the option to renew. See attachment A for sample contract

IV-5. COMPENSATION

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

SECTION V - GENERAL RFP INFORMATION

V-1. PUBLIC RECORDS

Responses to this RFP become the exclusive property of the City and are subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in California Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The City shall not in any way be liable or responsible for the disclosure

of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Vendors which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the City is required to defend an action on a Public Records Act request for any of the contents of a proposal marked “confidential”, “proprietary”, or “trade secret”, the vendor agrees, upon submission of its proposal for City’s consideration, to defend and indemnify the City from all costs and expenses, including attorney’s fees, if any action or liability arising under the Public Records Act.

V-2. CANCELLATION

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

V-3. LATE PROPOSALS

All proposals that are not received by the RFP Due Date will not be considered and will not be returned to the vendor. This includes proposals that are emailed. Delays including but not limited to the City’s internal distribution systems, do not excuse the vendor’s responsibility for submitting the proposal to the correct location by the RFP Due Date.

V-4. DISPUTES

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

V-5. PROPOSER CERTIFICATIONS

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

1. The vendor has carefully examined all RFP documents, including the draft Agreement (attached as Attachment “A”), and all addenda, and fully understands the intention of the RFP is to perform all tasks as described in the Scope of Work of this RFP, and the proposal is made in accordance therewith. Except as otherwise noted as part of the proposal, the vendor certifies that vendor is ready, willing, and able to comply with all terms of the attached Agreement.
2. The vendor is familiar with the local conditions under which the work will be performed.
3. The proposal is based upon the requirements described in the RFP, without exception,

unless clearly stated in the response.

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

V-6. NONDISCRIMINATION

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

V-7. PROPOSED LIABILITY

The City of San Carlos is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP. Vendors responding to this RFP do so solely at their expense. By proposing, vendors agree that doing so is at their own risk and the City shall have no liability related thereto. The City is not liable for any cost incurred by a vendor in protesting any portion of the RFP documents or the City's selection decision.

V-8. CITY REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

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

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

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

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

V-9. REJECTION OF PROPOSALS

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

1. Failure of the vendor to adhere to one or more of the provisions established in the RFP.
2. Failure of the vendor to submit a proposal in the format specified herein.
3. Failure of the vendor to submit a proposal within the time requirements established herein.
4. Failure of the vendor to adhere to ethical and professional standards before, during, or following the proposal process.
5. If, in the opinion of the City, a proposal contains false or misleading information of any

kind or does not contain sufficient detail to fully evaluate the technical solution or proposed price.

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding by the City that it is in the public interest to do so. Rejected proposals are considered to be non-responsive.

V-10. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY VENDOR

A proposal may not be modified, withdrawn, or canceled by the vendor following the time and date the proposals are due (September 25, 2025). Proposals submitted early may be modified or withdrawn only by notice to the City at the proposal submittal location prior to the time and date the proposals are due.

Such notice shall be submitted to the Project Manager, by email, sent by a duly authorized representative of the vendor submitting the proposal. All such communication shall be worded so as not to reveal the contents of the original proposal. Withdrawn proposals may be resubmitted prior to the time and date the proposals are due, provided that they are then fully in conformance with the RFP.

V-11. DURATION OF PROPOSAL

Proposal prices, terms, and conditions shall be firm for a period of one hundred eighty (180) days from the time and date of proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the one hundred eighty (180) day period.

V-12. LOCAL, STATE, AND FEDERAL REQUIREMENTS

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

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

SECTION VI - FORMS TO BE SUBMITTED

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

- VI-1. Certification Statement
- VI-2. Completed Product Description and Functional Requirements Section
- VI-3. Completed Project Approach, Implementation, and Training Section
- VI-4. Completed Support and Maintenance Section
- VI-5. Completed Cost Schedule Section
- VI-6. Company Profile Form
- VI-7. Customer References

VI-1. CERTIFICATION STATEMENT (SUBMIT WITH PROPOSAL)

This certification statement is provided in response to the City of San Carlos' RFP titled:

Citywide VoIP Phone System Upgrade

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

1. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.
2. Proposal and cost schedule shall be valid and binding for one hundred eighty (180) days following the proposal due date or any revised proposal submission date, whichever is later, and will become part of the contract that is negotiated with the City.
3. The vendor has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise.
4. The vendor certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.
5. The vendor has not had any communication with a City Councilmember in relation to their proposal. If so, vendor will provide a copy of such communication for the public record.
6. The vendor has never been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation.

Vendor's Signature

Date

Print Name

Title

Vendor's Federal Taxpayer Identification Number: _____

VI-2. PRODUCT DESCRIPTION AND FUNCTIONAL REQUIREMENTS (SUBMIT WITH PROPOSAL)

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

Please indicate the availability of the requested features using the acronyms below:

Acronym	Description
Y	Yes. The proposed system currently meets this requirement and is included with the standard system at no additional cost.
AO	Add-on. The proposed system currently meets this requirement with an add-on module that is fully integrated. Provide the add-on cost in the comments section.
UD	Under Development. The proposed system does not include this requirement, but the feature will be available in the future. Provide the timeline and cost in the comments section.
CS	Customizable Service. The proposed system does not include this requirement, but the feature can be added through customizable services. Provide the not-to-exceed cost in the comments section.

The proposed system will include the following deliverables:

Table 1: Basic Features and Functionality			
No.	Feature	Availability	Comments
1	Proposed system shall fulfill a complete replacement of existing phone and communication infrastructure with interconnectivity to all facilities.		
2	Proposed system shall include adaptability to expand to additional facilities.		
3	Proposed system shall be a hosted VoIP cloud solution.		
4	Proposed system shall have a single reach number (voice and SMS) for each desktop phones.		

5	Proposed system shall have the ability to manage system online through a secure cloud portal.		
6	Proposed system shall include mobile phone integration.		
7	Proposed system shall have a soft phone app that will work on a mobile phone and desktop. Shall work on Windows, Mac, iOS, and Android platforms.		
8	Proposed system shall be easily configured and installed with minimal disruption to existing phone call capabilities.		
9	Proposed system shall have limitless concurrent call paths.		
10	Proposed system shall integrate or leverage Microsoft Teams.		
11	Proposed system is completely customizable by City staff via an online portal.		
12	(Optional) Proposed system can send SMS/text from assigned single reach number.		

Table 2: Phone Station Requirements			
No.	Feature	Availability	Comments
1	Proposed system shall provide approximately 150 non-conference phones and required connections.		
2	Proposed system shall provide approximately 7 conference phones and required connections.		
3	Proposed system shall be VoIP/SIP (Voice over Internet Protocol/ Session Initiated Protocol) based.		
4	Proposed system shall be powered by PoE (Power Over Ethernet).		
5	Proposed system shall include long distance service.		
6	Proposed phone shall have 1 GbE (Gigabit Ethernet Pass-Through) Pass Through.		

7	Proposed phone shall be multiple line capable (minimum 4 lines).		
8	Proposed phone shall be compatible with Bluetooth headsets/earphones.		
9	Proposed phone shall be headset compatible (standard 3.5mm).		
10	(Optional) Proposed phone is cordless.		
11	(Optional) Proposed phone offers video conferencing capabilities.		

Table 3: Phone Types and Descriptions			
No.	Feature	Availability	Comments
1	Vendor will provide documentation and pricing for phone types available that includes basic phones, phones with advanced features, multiline phones for reception areas, courtesy phones*, conference phones, soft phones.		
2	Vendor will provide documentation and pricing for conference room phone options.		
3	Vendor will provide documentation and pricing for accessories such as wired or wireless headsets and wireless handsets.		

* Courtesy phones are available to the general public and require the ability to block long distance calls, program auto dialing of a specific line when the handset is picked up or a button is pushed.

Table 4: Conference Call Required Features			
No.	Feature	Availability	Comments
1	Proposed system shall include multiple dedicated conference calling lines (up to 50 people on a single line) per phone.		
2	(Optional) Proposed system can include personal conference calling lines dedicated for each user.		

Table 5: Voicemail Required Features			
No.	Feature	Availability	Comments
1	Proposed system shall include personal mailboxes.		
2	Proposed system shall include group mailboxes.		
3	Proposed system shall be able to forward voicemails to emails via web links.		
4	(Optional) Proposed system shall transcribe voicemails to emails.		

Table 6: Automated Attendant Required Features			
No.	Feature	Availability	Comments
1	Proposed system shall include day, night and holiday modes.		
2	Proposed system shall be compatible with a call center environment.		
3	(Optional) Proposed system can include on-hold music and messaging.		

Table 7: System and Software Administration Required Features			
No.	Feature	Availability	Comments
1	Proposed system shall include web-based client tool for directory lookup, phone call control and presence indication.		
2	(Optional) Proposed system can include third party software integration.		

Table 8: Network Requirements			
No.	Feature	Availability	Comments
1	Proposed system shall be compatible with Comcast and AT&T internet service.		

Table 9: System Monitoring and Diagnostics			
No.	Feature	Availability	Comments
1	Proposed system shall include reporting tools such as analytics.		
2	(Optional) Proposed system shall include call recording.		

Table 10: System Reliability and Availability			
No.	Feature	Availability	Comments
1	Proposed system shall include backup, failover, and disaster recovery capabilities to ensure system functionality.		
2	Proposed system shall include crash reporting for both the web-based client and the mobile integration solution.		
3	Proposed system shall include 24/7 support and maintenance.		

Table 11: Training			
No.	Feature	Availability	Comments
1	Proposed system shall include up to 24 hours of in person and/or recorded webinar trainings.		
2	Proposed system shall include manuals and materials associated with the phones and software.		

Table 12: Security Features			
No.	Feature	Availability	Comments
1	Proposed system shall have over several layers of security including physical, network, host, data, application, business process and enterprise organization.		
2	Proposed system shall offer transmission security to prevent interception of communications.		
3	Proposed system shall offer infrastructure security including network and applications, administrative functions, technology, and operational functions.		
4	Proposed system shall offer physical and environmental security.		
5	Proposed system shall offer proactive fraud mitigation.		

Table 13: System Reporting and Call Detail Reporting			
No.	Feature	Availability	Comments
1	Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone's physical location on the network. The system should also be able to track an		
	outside call through its destination, including any internal transfers.		
2	Call Detail Reporting (CDR) records must be in an exportable format for external analysis. Acceptable formats include Microsoft Excel, Open Office Spreadsheet, etc.		
3	Offerors must indicate whether additional hardware, i.e., call reporting server, is necessary for implementation.		

To implement and support the proposed system, the City desires the level of service described in the tables below. Please indicate the availability of the requested level of service using the acronyms below:

Acronym	Description
Y	Yes. The vendor will provide the desired level of service as part of the proposed cost.
N	No. The vendor will not provide the desired level of service as part of the proposed cost.
CP	Can Provide. The vendor can provide the desired level of service for an additional cost as detailed in the vendor's proposal.

Project Management			
No.	Level of Service	Availability	Comments
1	It is important for the selected vendor to provide support for an organized transition from the existing system to the new system; ensuring internal and external communications are maintained and the ease of use through the transition is emphasized to staff and clients.		

2	The City ultimately desires a turn-key solution with regard to the full cloud hosted VoIP phone system solution and will own the hardware.		
3	Vendor will provide project plan or timeline down to task details as well as weekly check-ins with City's project team.		
4	Vendor will perform validation of existing environment outlined within RFP which includes discovery and interviews with City departments.		
5	Vendor will perform all work to get the phones working and have staff onsite the City's facilities to troubleshoot and ensure all phones are operational pursuant to the standards established in this RFP.		
6	Vendor shall assign a project manager to the project to work with the City's project team.		
7	Vendor is required to submit a complete description of the key activities and responsibilities required for the implementation of the proposed system.		
8	Vendor will provide a master project schedule, including a detailed timeline, that will identify the tasks the vendor will perform and the tasks the City is expected to perform to successfully implement the new system (assuming the contract is fully executed in November 2023).		
9	Vendor shall be involved in the deployment of the system while working with the City's contracted Information Technology vendor. The proposed system should be plug and play.		

10	Vendor shall be required to work with AT&T and Comcast to coordinate the ordering and installation of all WAN (wide area network), PRI (primary rate interface) and other communication services related to this project.		
11	Vendor should include any additional routers, POE switches, servers and circuits required.		
12	The City reserves the option to seek its own pricing for equipment that meets or exceeds the vendor's specifications.		
13	Vendor will coordinate with the City's contracted Information Technology vendor to install and configure IP management software as necessary.		
14	Vendor shall configure call routing and hunt groups for each City facility.		
15	Vendor will install and configure IP client software on all workstations or provide a mechanism to 'push' client software to each workstation. Configuration includes successful integration with locally installed Microsoft Outlook client.		
16	Vendor will coordinate the seamless port of phone numbers with existing carriers. These numbers will be provided at time of award.		
17	Vendor will provide porting procedures and any reason existing numbers would not be eligible for porting.		

System Warranty			
No.	Level of Service	Availability	Comments
1	Vendor will provide a complete maintenance and warranty agreement as part of the proposal, including all options available for extended coverage and full pricing details for each level of coverage.		

2	During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the City.		
3	All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization using personnel employed by the vendor and at no additional cost to the City other than those charges stipulated to maintain the warranty.		

Support			
No.	Level of Service	Availability	Comments
1	During the warranty period, the successful vendor must be available 24 hours a day, 7 days a week to resolve issues.		
2	Vendor will describe their definitions of major and minor problems.		
3	The successful vendor must include in its pricing software assurance and other regular software upgrades for the warranty periods.		
4	Vendors should estimate the cost of future software upgrades on an annualized basis beyond the term of the warranty.		
5	Vendors should estimate the cost of future support services on an annualized basis beyond the term of the warranty.		
6	Vendors shall provide the availability of spare parts in the area for critical hardware.		

VI-3. PROJECT APPROACH, IMPLEMENTATION, AND TRAINING (SUBMIT WITH PROPOSAL)

Project approach is very important to the City as the chosen vendor will need to be a partner that will work with the City not only through project planning and implementation, but also ongoing support and maintenance. On additional pieces of paper, please answer the following questions in the order listed below.

1. Project Approach and Implementation

- a. Describe how you would implement a new, cloud hosted VoIP system for the City.
 - i. Include what system would be deployed and why.
 - ii. Provide a detailed explanation of the approach to work, techniques you would expect to use, and the responsibilities of each person on your project team.
 - iii. Please specifically address the milestones and work products described in Background and Scope of Work (Section I) of this RFP. Your response should include an explanation of any modification of the work items and the scope of work.
 - iv. Provide a detailed explanation how you will update the City on the progress of the project and any issues, needs, etc. that arise during the project.
- b. Describe how your solution will address the goals and desired outcomes outlined in the Background and Scope of Work (Section I).
- c. Describe your approach to the overall management and integration of all activities required by the Background and Scope of Work (Section I), including quality assurance, responsibility, and cost control.
- d. Provide a list and proposed timeline of all major implementation milestones/events as outlined in the Background and Scope of Work (Section I) and any other milestones/events needed to complete the work.

- e. Explain whether the ongoing pandemic has affected your supply chain and ability to procure an inventory of phones in support of this project. In case delays are evident, ensure the proposed timeline factors in the delays and clearly communicate these details in your proposal.
- f. Describe your approach to information/requirements gathering from the City.
- g. Describe how you will approach required customizations to the proposed system.
- h. Describe your plan to minimize system outages during working hours, Monday – Friday, 8am to 5pm, regarding the removal of the existing system and implementation of the new system.

2. **Training**

As part of the project, the awarded vendor will recommend and work with the City to develop and provide training. The vendor will allow the City to review training materials prior to training and all the City to customize the training materials as required.

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

VI-4. SUPPORT AND MAINTENANCE (SUBMIT WITH PROPOSAL)

The City prefers that the vendor and the proposed system incorporate ongoing support and maintenance into their proposal. On additional pieces of paper, please answer the following questions in the order listed below.

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

VI-5. COST SCHEDULE (SUBMIT WITH PROPOSAL)

Please submit the cost schedule as a stand-alone document submitted as a separate PDF file that's emailed to the City Contact.

In the following sections, please provide your estimate for each line item. Add lines as needed. If the response form does not exactly fit your pricing method, please submit a cost schedule that attempts to incorporate the example cost schedule below.

Estimated level of effort and hours is used for comparison purposes and does not limit the actual level of effort by the selected vendor to complete all work under a not-to-exceed amount or maximum price contract.

Project Summary Costs

#	Description	# of Hours	Cost per Hour	Total Cost	Comment
1	Project management				
2	Product consulting and needs assessment				
3	Programming and product customization				
4	General configuration support				
5	Migration and deployment of hardware				
6	Training				
7	Removal and disposal of old equipment				
8	Other (Insert Description)				

License Costs – 1st year and Ongoing

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

Maintenance Costs – 1st year and Ongoing

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

Phone Costs – add additional items

#	Description	Cost Basis (e.g. flat fee, # of users)	Quantity	Total Cost	Comment
1	Standard IP desk phone				
2	IP switchboard phone				
3	Advanced IP desk phone				
4	Courtesy phone				
5	Conference phone				
6	Auto attendant system				
7	Other (Insert Description)				

Infrastructure Hardware Costs – please list any anticipated hardware needs and associated costs

#	Description	Cost Basis (e.g. flat fee, # of users)	Quantity	Total Cost	Comment
1	Standard IP desk phone				
2	IP switchboard phone				
3	Advanced IP desk phone				
4	Courtesy phone				
5	Conference phone				
6	Auto attendant system				
7	Other (Insert Description)				

Travel

#	Expense	Purpose	# of Trips	# of Staff	Cost per Staff	Total Cost	Comment
	Transportation						
	Lodging						
	Meals						
	Local Transportation						
	Other/Misc.						

System Customization Costs

#	Description	# of Hours	Cost per Hour	Total Cost	Comment
1					
2					
3					

Special Requests or Broadening Scope of Work

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

--

Other Anticipated Costs (not listed above)

Description	Unit of Measure	Units	Cost per Unit	Total Cost	Comment

Total cost of the Project, including all items above:

--

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

#	Description	Cost Basis (e.g., flat fee, # of users)	Ongoing Cost (if applicable)	Total Cost	Comment
1	Headsets – wireless and corded				
2	Call recording system				
3	Wireless handsets or IP desk phones				
4	Other				

VI-6. COMPANY PROFILE

Vendor Executive Summary Response Chart	
Vendor and Software Information	
1. Contact Information	
• Company Name	
• Name and Title of Contact Person	
• Address	
• Phone & Email	
• Company Website	
2. Company Information	
• Year Founded	
• Private vs. Public (Listing Exchange and Listing Code)	
• Parent Company (If separate)	
• Genealogy of Organization (Changing business, name changes, acquisitions/mergers, etc.)	
• Are there any planned acquisitions or mergers in the future?	
• Disclose any recent litigation (and outcomes) and litigation currently underway.	
3. # of Vendor Employees	
• Total Worldwide	
• Total in U.S.	
• # dedicated to the proposed solution	
• U.S. # dedicated to the proposed solution	
• Location of office that will be supporting us & # of employees	
4. Number of Customers Using the Proposed Solution	
• Total Worldwide	
• Total in U.S.	
• # cities using the proposed solution	
• # cities using the proposed version	
5. List City customers similar to the City of San Carlos (similar functional and technical requirements, applications, and users)	
6. Vendor's Target User Profile	
• Segments (Industries, Federal govt., State, County, City, etc.)	

7. Implementation Model - Direct, VAR, Implementation Partner, etc.	
8. User protection plans - briefly describe. For example: <ul style="list-style-type: none"> • Source code held in Escrow • No charge to migrate to a similar new software (e.g. new technology) • Other options 	
9. Briefly describe your customer service and support. <ul style="list-style-type: none"> • Options and related cost • Hours/time zones • Proposed location providing support • What is covered and what isn't 	
10. Briefly describe your training: <ul style="list-style-type: none"> • Approach and philosophy • Options (Onsite, train-the-trainer, etc.) • What do you offer after the telecommunication system has gone live (e.g . for refresher, new hire and upgrade training) • Prices/rates 	

VI-7. CUSTOMER REFERENCE FORM

Name of Client:			
Number of Employees:			
Address:			
Contact Name:			
Phone:		Email:	
Description of project scope and telecommunication system /versions installed and status:			

Name of Client:			
Number of Employees:			
Address:			
Contact Name:			
Phone:		Email:	
Description of project scope and telecommunication system /versions installed and status:			

Name of Client:			
Number of Employees:			
Address:			
Contact Name:			
Phone:		Email:	
Description of project scope and telecommunication system /versions installed and status:			

SECTION VII - ATTACHMENT

Sample City's Professional Services Agreement

ATTACHMENT A – CITY’S SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____ by and between the City of San Carlos hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;

THEREFORE, the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of

CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried).

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried). Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Any additional services causing the total contract price to exceed \$75,000, shall require approval by the City Council. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder. CONSULTANT acknowledges the importance to CITY of the skill, competency, ability to appropriately work with CITY staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to CITY.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT shall indemnify, defend, and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage

caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Nothing herein contained shall be construed to require CONSULTANT to indemnify CITY its officers, employees, agents and volunteers against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease. CONSULTANT shall submit to City a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
Commercial General Liability	\$1,000,000 (to \$5,000,000 depending on exposure) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must be at least as broad as Insurance Services Office form CG 00 01.
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage

required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

¹Professional Liability \$1,000,000 per claim and if a general aggregate limit applies, general aggregate limit shall be twice the required occurrence limit.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insured under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

¹ Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

Consultant shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to CITY a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Coverage

It is a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

Primary and Non-Contributory Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" as will not seek contribution from the CITY insurance or self-insurance and shall be at least as broad as CG 20 01 04 12.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY before the CITY insurance or self-insurance shall be called upon to protect it as a named insured.

13. Workers' Compensation. CONSULTANT acknowledges and certifies awareness of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies and agrees to compliance with such provisions before commencing the performance of the work of this agreement.
14. Subcontractors (If applicable). CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractors' work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Contract documents. Subcontract shall agree to include these same provisions in any agreement with a sub-subcontractor. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the CITY.

Subcontractor shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSUTLANT is bound to CITY under the Contract Documents. Subcontractor shall further agree to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with a Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractors' work. A copy of the CITY Contract Document Indemnity and Insurance provisions shall be furnished to the subcontractor upon request.

15. Non-Discrimination. The CONSULTANT hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e)(17), to the end that CONSULTANT will not exclude any person from participation in, be denied the benefits of, or be otherwise subject to discrimination from any project, program, or activity supported by this Agreement, based on the grounds of race, color, national origin, sex, disability, age, or religion,. CONSULTANT shall comply with its EEO Certification (Form PW-7). In addition, CONSUTLANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer,

recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

- 15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of San Carlos
600 Elm Street
San Carlos, CA 94070
Attention: _____

CONSULTANT: _____
Address
Phone
Attention: _____

- 16. Non-Assignment. This Agreement is not assignable either in whole or in part.
- 17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
- 18. Business Registration. VENDOR agrees to comply with Chapter 5.04 of the Municipal Code and pay all fees required to be paid.
- 19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney’s fees and expenses of litigation of the successful party.

21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys fees and costs of suit.

22. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of San Carlos or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

23. Entire Agreement. Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supercedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SAN CARLOS:

Dated: _____

 Jeff Maltbie, City Manager

ATTEST:

Dated: _____

 Crystal Mui, City Clerk

APPROVED AS TO FORM:

Dated: _____

Gregory J. Rubens, City Attorney

CONSULTANT/CONTRACTOR/VENDOR:

I acknowledge that I have full authority to execute this agreement on behalf of the Consultant/Contractor/Vendor, and have read, understand, and agree to comply with the provisions of this Agreement, including the Insurance and indemnity requirements set forth herein.

Dated: _____
