Voice over Internet Protocol (VoIP)
Premise System
Procurement & Implementation

Request for Proposals

City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, KS 66212

Prepared by:
Swartz Consulting, LLC
April 12, 2015

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City Overview

A suburb of the greater Kansas City metropolitan area, the City was incorporated as a first-class city May 20, 1960, with a population of 28,085. Since then, the nationally recognized City has grown to more than 185,600 residents, making it the second most populous city in Kansas.

Overland Park operates under a Mayor-Council-City Manager form of government. The Governing Body consists of the Mayor and 12 Council Members. The Mayor is elected at-large and serves a four (4) year term. Two Council Members are elected from each of the City's six (6) wards and serve staggered four (4) year terms. The City Manager is responsible for managing the City's day-to-day operations, as well as implementing policies set by the Governing Body.

The City Departments include:

● The City Manager's Office is responsible for managing the City's day-to-day operations, as well as implementing policies set by the Governing Body. The City Manager’s Office is comprised of the City Manager, Deputy City Manager, Assistant City Manager and a Communications Manager who work together to ensure residents' needs are met efficiently and effectively.

Staff members of the City Manager’s Office also:

○ Respond to residents' and City Council Members' requests for information and services.
○ Assist with the development of the City’s operating and capital improvements budgets.
○ Manage issues related to the Overland Park Convention Center and adjacent hotel.
○ Facilitate communications among City staff and neighborhood groups.
○ Prepare and monitor state and national legislative programs.
○ Works with other City departments and the City Council to provide proactive information about local government, services and programs and to market the City to residents, businesses and media through news releases, newsletters, photographs, brochures, the City's web site and more.

● The City Clerk's Office maintains, protects and preserves the official records of the City. The City Clerk is designated the Freedom of Information Officer and coordinates requests for records in accordance with the KORA and the City’s records management program. This office also provides governmental services to residents and support services to the Governing Body and other City departments. The Clerk's Office is responsible for the annual calendar of meetings in accordance with the Kansas Open Meetings Act.
Staff members of the City Clerk’s Office also:

- Coordinate City Council agendas.
- Attend all Governing Body meetings and keep record of the proceedings and official acts.
- Work with contract administration.
- Coordinate legal publications.
- Coordinate and accept all bids and proposals.
- Work in conjunction with the City’s risk manager regarding insurance coverage and claim processing.
- Provide excellent customer service, educating and assisting residents to comply with animal licensing requirements, and working with the business community to satisfy licensing requirements.

- The **Finance & Administration Department** is responsible for financial reporting, planning and budgeting, financial management, including safekeeping of funds, payment of City bills and maintaining all financial records. Overland Park has a long-standing record of fiscal responsibility based upon sound financial planning and budgeting. These factors have helped the City maintain a triple-A bond rating since 1986. In 2014, Overland Park was one of only 37 cities out of more than 20,000 in the nation to receive a triple-A bond rating from Moody's Investors, Standard & Poor's, and Fitch. The City also has received the Government Finance Officers of America Certificate for Excellence in Financial Reporting annually since 1976, and the Distinguished Budget Presentation Award annually since 1992.

- The **Human Resources (HR) Department** is committed to attracting, hiring, motivating, training and retaining the best employees in order to provide the highest quality of service to residents, businesses and organizations within the City.

  Through comprehensive human resource programs and systems, the five HR divisions work to support the management of the City's most valuable resource: its employees.

  The City's recruitment/hiring process and online employment application system make it easy for applicants to check for and apply for open positions. The HR Department welcomes new employees with a thorough orientation and provides ongoing support through competitive employee compensation, benefits and retirement packages among local governmental employers. By staying competitive, the City is able to attract and retain the quality workforce that has built our reputation as a premier municipality.

- The **Information Technology (IT) Department** includes both Information Technology and Facilities Management.
○ IT staff provides and supports the technology and telecommunications infrastructure used by all City employees. This infrastructure includes desktop and virtual personal computers, a sophisticated server environment, large scale data storage devices, a dedicated fiber optic network between City Buildings, software programs, phones and the associated voice network.

○ Facilities Management staff maintains all City buildings, including providing janitorial services, supporting heating and air conditioning systems, monitoring the energy management system, and renovating work areas and offices. In addition, Facilities is responsible for the general repair and maintenance of the City’s physical plant.

The department operates under the philosophy that if IT provides outstanding service to City employees, the employees will in turn provide outstanding service to residents.

• The Office of the City Attorney, also known as the Law Department, is divided into two divisions: civil and criminal. The City Attorney is appointed by the City Manager and oversees both divisions. There is a deputy city attorney, two (2) senior assistant city attorneys and an assistant city attorney in the civil division and three (3) full-time and one part-time prosecutors in the criminal division; one (1) of the full time prosecutors is the administrative prosecutor. All are selected by the City Attorney. Civil Division Attorneys consult with, provide legal services to and advise the Governing Body (Mayor and Council), City Manager, all City departments and all City boards and commissions. The attorneys draft ordinances, resolutions, contracts, deeds, leases, advisory opinions and other legal instruments. They also process claims against the City, and represent Overland Park and its officers and employees before state and federal judicial and administrative agencies in civil litigation proceedings. The Prosecutors Office - Criminal Division prosecutes City ordinance violations in the Overland Park Municipal Court and on appeal in the Kansas state courts.

• The Recreation Services Department offers high quality, affordable and convenient facilities and recreational and leisure activities for the whole family, maintaining and offering:
  ○ Deanna Rose Children's Farmstead with Four Hundred Fifty Thousand (450,000) annual visitors.
  ○ Beautiful parks and shelters, bike/hike trails, athletic fields and courts and swimming pools.
  ○ Free concerts and iconic art installations throughout the City.
  ○ Arboretum & Botanical Gardens flowers, trails and original artwork.
  ○ Community Centers.
  ○ Sports leagues, classes and programs year-round.
  ○ Soccer Complex and Golf Courses.
- The **Parks Department** is responsible for tree and landscape projects within City parks, public spaces and street right of way. Crews maintain more than forty (40) annual and perennial beds, plant several hundred trees a year and remove dead and hazardous trees.

- The **Planning & Development Services Department** is committed to helping the community plan for the future while ensuring resident safety and neighborhood support. More specifically, staff review the City's Comprehensive Plan annually and add items as needed based on special study areas. They also apply the City's long-range development goals and objectives to specific development proposals as they are brought before the Planning Commission and City Council. The department assures residents' safety by conducting thorough reviews of all construction plans for compliance with the latest building codes, engineering standards and environmental requirements. Staff follows up on that review with detailed, on-site inspections of construction activity throughout the building process. The department supports neighborhoods through a strong code enforcement program that includes residential property maintenance, restaurant inspections, pool inspections, and environmental violations. Staff is also responsible for the Neighborhood Conservation Program, a comprehensive trash and recycling program, and several housing assistance programs.

- The nationally-accredited **Public Works Department** provides safe and timely street, traffic and stormwater services. Whether filling a pothole, repairing a streetlight, monitoring traffic flow, inspecting a construction project or driving a snow plow, the mission of providing beneficial, efficient and timely services is taken seriously. The department has four locations: Administration/Engineering, Maintenance Division, Dennis Garrett Facility (north) and Traffic Operations Center.

- The **Police Department** is a premier operation with high ethical standards. The City has one of the lowest crime rates for its size. There are Three Hundred Two (302) full-time employees and 18.5 full-time equivalent employees. Of the Three Hundred Two (302) employees, Two Hundred Fifty (250) are commissioned personnel.

  There are four (4) major divisions: Patrol, Patrol Support, Support Services and Investigations. The department also provides special services and community programs, which include fingerprinting, seatbelt safety, reporting illegal internet activity, school resource officers, school crossing guards, school zone safety, Explorers Program, and Citizens Police Academy. The department operates professionally, responsibly and with accountability from four police stations.

- The **Fire Department** is a premier department with progressive philosophies on safety and education. The Commission on Fire Accreditation International in 2013 recognized the Overland
Park Fire Department as one of One Hundred Ninety-Nine (199) departments in the nation to receive full accreditation.

The department operates professionally, responsibly and with accountability from six fire stations, an administration building and a Fire Training Center throughout the City. The City partners with Johnson County Medical Action (Med-Act) on advanced life saving emergency medical services.

- The Municipal Court is the judicial branch of the City, handling all traffic and City ordinance violations and maintains court and traffic fine payment. There are no jury trials held in the City. A judge conducts all trials under the Code of Criminal Procedure, the Code of Municipal Courts, the Kansas Rules of Evidence and Overland Park Municipal Code. Municipal Court should not be confused with Johnson County District Court. District Court has jurisdiction over serious criminal offenses, divorce and domestic relations, damage suits, probate and administration of estates, guardianships, conservatorships, care of the mentally ill, juvenile matters and small claims.

Definitions

City or Overland Park
The City of Overland Park, Kansas

VoIP
Voice over Internet Protocol

RFP
This Request For Proposal for VoIP Premise System Procurement & Implementation

KORA
The Kansas Open Records Act, K.S.A. 45-215 et seq.

Vendor, Respondent or Potential Suppliers
A company that submits a proposal in response to this RFP

SLA
Service Level Agreement

Hosted Solution, Cloud Solution or Software as a Service (SaaS)
Off premises solution that is managed partially or completely by a provider.

Services
Voice and other communications functionalities delivered by solution.

Term
The length of time the Agreement between the Selected Supplier(s) and the City is in effect. The time between the Effective Date and the date the Agreement terminates or expires.

**Effective Date**
The date the Agreement between the Selected Supplier(s) and the City takes effect.

**Selected Suppliers**
Companies or organizations that have agreement with the City to provide services.

**SOW**
Statement of Work

**Proposal**
The suggested plan to be submitted for review and discussion.

**PO**
Purchase Order
RFP Overview

Purpose of RFP
The purpose of this RFP is to solicit responses from qualified vendors who offer the functionality outlined in this RFP.

Background
The City is seeking a provider of information technology services with vision, strategic direction, world-class service delivery capabilities and market-competitive pricing to fulfill the City’s information technology service delivery needs. The City is issuing this RFP to prospective supplier(s) identified by the City for the purpose of obtaining information and firm bids related to providing the Services.

The City is interested in a single solution that provides all of the functionality identified below by a single Respondent. Detailed requirements are located in Section 3 - System Requirements.

Current communications equipment used by the City is outdated and upgrading it is not cost effective. By replacing the equipment, the City intends to migrate to newer technologies such as IP Phones and SIP trunking and improve resiliency for disaster recovery. The City is looking for a long term solution that does not impose limitations on their future operations.

City of Overland Park (Overland Park) expects to experience continued growth over the next few years. The system that City of Overland Park installs should be able to meet their needs for a minimum of five years without requiring a major upgrade or system overhaul.

In addition to the functionality identified above, the City is seeking a Vendor to provide professional services that will ensure a successful implementation. The professional services should include the following:

- Project Management
- System Installation and Configuration
- Implementation Consulting
- Training
- Organizational Change Management
- Documentation
- Software Maintenance and Support
- Conversion Services
- Integration Services to existing services where outlined
- Organizational and technical capabilities to perform the Services
• Ability to meet or exceed industry-standard service levels
• Commitment to performance guarantees and remedies for failure to perform
• Ongoing market-competitive pricing
• Processes that adopt best practices
• Flexibility and scalability to match City’s business requirements, as they may change over time.

The City is willing to evaluate both on-premise solutions and cloud-based service and support models. Respondents to this RFP should propose an on-premise solution. The City is also releasing a VoIP RFP specifically soliciting cloud-based solutions. The Respondent should clearly identify what is being offered and the pricing, inclusive of hardware, licensing and ongoing support/maintenance for each approach to allow the City to fully evaluate the offering submitted.

The City would like to initiate the project kick-off on or before September 30, 2016, and is prepared to have City resources assigned and available for the project. The City prefers a phased approach that meets its business, operational, financial needs. The City understands that, for a time, there will be two systems operating in parallel (old and new) - and that there will be data communicating between them. The City expects the Proposals to address this parallel system deployment methodology and how deployment can be completed as smoothly as possible.

**Relationship Architecture**

**Preferred Relationship Structure**

A. Services. The City expects the Selected Supplier(s) to deliver the Services outlined in this RFP. The City’s specific requirements are more fully described in Section 3 of this RFP.

B. Agreement and SOW. The Agreement between the City and the Selected Supplier’s(s’) organization will set forth the framework for the relationship, as well as terms and conditions common to all Services procured by the City from the applicable Selected Supplier’s(s’) organization during the Term. The Agreement is set forth in Attachment T to this RFP. The SOW will be attached to and incorporated into the terms of the Agreement. The City expects the SOW to incorporate elements that include those set forth below:

a. the Selected Supplier’s(s’) Proposal;
b. a description of the Services and related obligations, for which the applicable Selected Supplier(s) will be responsible;
c. a commitment to providing industry-standard service levels or better on and immediately after the Effective Date but in no case less than the same levels of service as those the City achieved as sourced internally prior to the Effective Date;
d. a commitment to specific service levels and appropriate remedies for failure to adhere to such commitment; and

e. a predictable pricing matrix for the Services.
C. Assets. If applicable, the City expects that the City will retain ownership of all its assets and systems and will be the licensee with respect to all of its licensed applications and system software. With respect to any Selected Supplier personnel located on the City premises, the City will provide desktop computers and related consumables for such personnel to use in performing the Services. The Selected Supplier(s) will be responsible for the costs of all other hardware, software, assets and consumables necessary and appropriate to perform the Services from non-City locations.

D. Right to Audit. If applicable, audit of licenses will follow the standards and procedures deemed sufficient and satisfactory in the City’s sole discretion.

E. Intent to Discontinue. City requires one (1) year advanced written notification of intent to discontinue or sunset any required part or portion of services, products and/or technological components used to maintain or support solution.

F. Best of Breed Suppliers. While it is currently the City’s preference to award the entire scope of Services to one Selected Supplier, the City reserves the right to award different components of the Services to different Selected Suppliers. All Potential Suppliers should bid on all of the Services in accordance with the premise that all, or part, of the Services may be awarded to one or multiple Potential Suppliers, or possibly not awarded to any Potential Supplier.

G. Subcontractors. Subcontracting is acceptable, but only if the applicable Selected Supplier: (i) requests and receives approval in writing by the City; (ii) allows the City the right to remove for cause any such subcontractor; (iii) is willing to act as a prime contractor with full responsibility for its subcontractor(s); and (iv) will be the sole entity contracting directly with the City.

**Contractual Philosophy**

The City will adopt a contractual philosophy that includes the following elements:

A. There are inherent risks in externally sourcing responsibility for the Services. Today’s rapidly changing and highly competitive environment compound these risks. The City expects the Selected Supplier(s) to be the expert with respect to its products and Services.

B. A strategic alliance must be mutually beneficial as well as share the inherent risks. Such a relationship would embrace the following axioms:

   a. The relationship will promote continuous and measurable improvement in the people, products, services and satisfaction (including the City’s satisfaction).

   b. The Selected Supplier(s) will share the City’s dedication to quality and customer satisfaction.

   c. The City seeks a strong collaborative relationship with a supplier, but does not seek a partnership.

   d. The City expects the Selected Supplier(s) to exercise the highest degree of integrity in all dealings with their respective suppliers, subcontractors, employees and the City.
e. Both parties will always strive to eliminate ambiguities and omissions from the spoken and written terms of the relationship by communicating with clarity of purpose and expectations.

f. The terms of the relationship will recognize the mutual commitment and provide for meaningful information exchange.

g. Each party will fulfill its obligations and representations, but both recognize that honest mistakes and misinterpretations may occur in the description of complex business transactions.

h. The terms of the relationship will minimize the likelihood of disputes by having documented standards of performance and quality, clear and specific warranties, and exercisable remedies in the event that one of the parties fails to meet its respective obligation(s).

Negotiations Philosophy
The City will adopt a negotiations philosophy that includes the following elements:

A. The City believes that agreements with its suppliers should be mutually beneficial, whereby both parties receive value. The City has a strong interest in the success of its suppliers. It is not in the City’s best interest to have a supplier suffer financially through its association with the City, nor is it the City’s responsibility to subsidize poor supplier performance, management, or improper supplier bidding.

B. The City anticipates negotiating the Agreement (set forth in Attachment T) with the Selected Potential Supplier. The City expects that the Potential Supplier(s) will accept the City’s contractual terms and conditions governing the provision of all Services to be provided to the City.

C. The City and the Selected Supplier(s) will also negotiate SOW and attachments to the SOW that incorporate the Selected Supplier’s(s’) Proposal, a comprehensive listing of all Services to be performed by this Supplier(s), together with related Deliverables, Service Levels, and a pricing matrix that includes consumption-based pricing. As with the remainder of the SOW, these attachments will be incorporated into the Agreement.

D. The contractual relationship will be premised on the Selected Supplier(s) performing as an expert. The City will rely upon the Selected Supplier’s(s’) status of an expert to develop, deliver, implement and maintain solutions that fulfill the City’s requirements as they may change and evolve over the Term.

RFP Guidelines
Intent - The City desires to understand and minimize its cost and risk by requiring the Selected Supplier(s) to perform within the scope, pricing, and terms and conditions of this RFP, Agreement and the SOW.
A. In its evaluation of Potential Suppliers, the City will rely on all representations to the City, whether verbal or written, and incorporate such representations into the Agreement or SOW. The City will also incorporate into the SOW the Selected Supplier’s(s’) status as an expert.

B. The City will evaluate a Potential Supplier’s “confidence in its own ability to perform” based on its willingness to provide the City with meaningful contractual assurances and remedies that the City may exercise in the event of non-performance.

C. The City, at its option, may incorporate any or all parts of the Selected Supplier’s Proposal into the Agreement or SOW with reasonable City remedies.

D. In summation, the City has a sincere desire to reach an agreement based on reliable information. In accordance with the Certification and Authority Statement, attached as Attachment S to this RFP, Potential Suppliers will not “say it” or “write it” unless they “can do it.”

**RFP Submission Process**

Specifications for the VoIP premise system to be purchased are included in this RFP. All inquiries concerning this RFP should be directed to:

Melissa Swartz  
Swartz Consulting, LLC  
mswartz@swartzconsulting.com

Any clarifications made in response to questions received which could affect a Vendor’s response to this RFP will be posted on the City’s website at [http://www.opkansas.org/Bids-And-Proposals](http://www.opkansas.org/Bids-And-Proposals). The deadline for the questions is Noon on **May 3, 2016**. All clarifications will be posted on the City’s web site by 5:00 p.m. **May 6, 2016**.

**Sealed Proposals**

Sealed Proposals will be received by the City Clerk at the address listed below until 2:00 p.m. on **May 13, 2016**. Five (5) printed copies must be included, along with an electronic copy on CD/DVD or USB drive in Word, Excel or other common format. Sealed Proposals must be clearly marked on the outside of the envelope with the following description: “VoIP Premise System Procurement and Implementation.” The mailing address for Proposals is:

City Clerk  
Re: Premise VoIP Solution  
Overland Park City Hall  
8500 Santa Fe Drive
Proposals may be delivered in person or mailed to the City Clerk. However, any Proposal which does not reach the City Clerk by the deadline time set forth above will not be accepted.

**City’s Rights**
The City reserves the right to accept or reject any and all Proposals and to waive any technicalities or irregularities therein. No submitted Proposal may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.

Overland Park may choose not to make any award, to award all components to one vendor, or to combine vendors and services as it sees fit. Overland Park is not obligated to accept the lowest bid or the most technologically advanced proposal. **Vendor is responsible for proposing their best, most competitive pricing in the initial Response, as opportunity to negotiate or resubmit pricing may not be offered at a later time.** Overland Park shall not be liable for any costs incurred by the vendor in responding to this RFP.

**KORA**
The City is a Kansas municipality governed by the KORA (Kansas Open Records Act). By providing a Proposal, the Vendor acknowledges that its Proposal, once opened, is presumed to be an open record under the KORA. If the Vendor submits information that it believes to be subject to an exemption to disclosure under the KORA, the Vendor must reference the particular exception from mandatory disclosure outlined in the KORA. The words “Confidential” and/or “Proprietary” are not sufficient.

**RFP Timeline**

These dates are estimates and may be adjusted to allow for adequate and necessary due diligence.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Available to Respondents</td>
<td>April 12, 2016</td>
</tr>
<tr>
<td>Pre-bid Conference Call for Potential Respondents</td>
<td>10:00 a.m., April 21, 2016</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>12:00 p.m., May 3, 2016</td>
</tr>
<tr>
<td>Final Responses Posted to Written Questions</td>
<td>5:00 p.m., May 6, 2016</td>
</tr>
<tr>
<td>Proposal Submittal Deadline</td>
<td>2:00 p.m., May 13, 2016</td>
</tr>
<tr>
<td>Notification of Shortlist &amp; Scheduling of Interviews</td>
<td>May 30, 2016 – June 6th</td>
</tr>
<tr>
<td>On-site Short List Presentations / Interviews</td>
<td>June 6 - June 24, 2016</td>
</tr>
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</table>
Pre-bid Conference Call for Potential Respondents

A. The City will host an open bidders’ conference in accordance with the corresponding date set forth in the RFP timeline. The Bidders’ Conference will be held as a teleconference. The purpose of the Bidders’ Conference is to clarify the objectives and scope of this RFP. The Bidders’ Conference is not a forum to submit bids.

B. All Potential Suppliers are encouraged to participate in the Bidder’s Conference. Up to three representatives of each Potential Supplier may participate via teleconference call. Please confirm who will be representing the Potential Supplier’s firm by 12:00pm CST, on April 15, 2016 via email to mswartz@swartzconsulting.com. Teleconference details will be sent to participants by 5:00pm CST April 18, 2016.

Requests for Clarification:

A. Any Potential Supplier may request further clarification of the RFP at any time prior to 12:00pm May 3, 2016, in accordance with the corresponding date set forth in the RFP Timeline, by submitting its question(s) in writing via email, mail to: mswartz@swartzconsulting.com.

B. The City will post responses to the City’s website no later than 5 p.m. on May 6, 2016. Any request for clarification by the participants and corresponding responses provided by the City will be distributed to all the Potential Suppliers, if, in the City’s determination, the matter is a correction or clarification of the RFP. If, alternatively, the City deems the query to reflect a strategic approach to a solution, the City will respond to the querying Potential Supplier only. The City emphasizes that the City will be the sole determinant with respect to this matter. The City reserves the right not to respond to any questions it deems irrelevant or inappropriate. (The City will inform Potential Supplier when this is the case.)

C. By submitting a Proposal in response to this RFP, each Potential Supplier acknowledges and agrees not to issue, directly or indirectly, any news release regarding this RFP or the results of the City’s evaluation without prior, written authorization from the City.

Proposal Evaluation
The City will review each Proposal for compliance with the City’s requirements and proven, deliverable process capabilities that meet those requirements.

**Evaluation Process**

The following process will be used to select a Vendor.

A. A selection panel will consist of members of the City staff and the executive team.
B. The City selection panel will review all Proposals based on responses to the RFP in the context of evaluation criteria.
C. The top Proposals will be scheduled for interviews and demonstrations to confirm and clarify their responses and answer questions by the selection panel.
D. Feedback from the interviews and overall strength of the Proposal will determine the Respondent who will be selected to continue in the process.
E. The City will contact references and potentially schedule site visit(s), on-line demonstrations, or meetings with other customers/clients to further vet the vendor solution and implementation approach.
F. Final selection will be determined based on proposal, interview, and due diligence investigations. Once complete, the Selected Supplier will be notified of intent to award.
G. The City will negotiate an Agreement based on the Proposal and/or the negotiated terms deemed most advantageous to the City.

**Evaluation Criteria**

A. The following criteria will be used to evaluate each Proposal received.

- Ability for proposed solution to meet functional and technical requirements of the City
- Quality of referrals from references
- Bidder’s Implementation experience for similar clients and organizations
- Overall solution costs (initial implementation, pricing structure and on-going maintenance) to the City
- Quality and reasonableness of proposed implementation schedule and approach
- Ability to align to the Agreement terms set forth in Attachment T (evaluation based on number of “Proposal and Contract Exceptions” will be considered)
- Any other criteria determined to be relevant.

B. During the Proposal evaluation, the City will contact the Potential Supplier for clarification as required. If it is determined that an issue is a potential misinterpretation of the language in this RFP, all Respondents will be advised of the respective clarification and allowed to respond to that particular issue.
C. The City reserves the right to reject any or all of the Proposals at its sole discretion at any time for any reason.

On-Site Short List Presentations
A. Potential Suppliers may be requested to provide presentations or meet with the City to discuss their respective Proposals.
B. All presentations will occur on the City premises so as not to give any Potential Supplier an unfair advantage over another. With respect to presentations, the Potential Supplier must provide a sufficient number of copies of all materials for distribution to attendees of the Potential Supplier’s presentation.

The City Site Visits
At the City’s discretion, the City may request Potential Suppliers to facilitate the City site visits to facilities of Potential Suppliers and/or their respective customers, and scheduling of telephone interviews of Potential Suppliers’ identified references.

Due Diligence
A. While this RFP is intended to provide enough information to develop responsive Proposals, the Potential Suppliers are responsible for obtaining additional information they deem necessary.
B. The purpose of due diligence will be to confirm the data presented in the RFP and for the finalists to obtain additional information to validate their solution. Any volumetric data reflected in this RFP will be made current during this period. The City will provide the finalists with access to certain information and data, including detailed information, interviews and site visits, subject to the City’s sole discretion.
C. As part of its Proposal, each Potential Supplier is requested to set forth its due diligence questions (including a description of the areas and functions the Potential Supplier wishes to investigate, as well as a description of the personnel with whom the Potential Supplier proposes to speak) in a separate attachment to the Potential Supplier’s Proposal. Label this “Attachment U: Due Diligence Questions.”

Parallel Negotiations
The City will engage all finalists in separate, parallel negotiations to complete each finalist’s respective offering. At the conclusion of this phase, each finalist will have set in place with the City a final mutually agreeable Agreement and accompanying SOW. The Agreement will be fully executed by the Selected Supplier(s) and the City.

Final Evaluation
The City will evaluate each Proposal offer against objective, predetermined criteria and base its decision on the outcome of this analysis.
Notification Award
The City plans to notify one (or more) of the finalists, who will thereafter be the Selected Supplier(s). The City will execute the applicable Agreement(s), and the Selected Supplier(s) will implement their respective solutions.

Project Objectives and Anticipated Benefits
The most significant challenges identified during the requirements sessions with City staff consist of the following and are specific areas that the City deems important in any future implementation:
- Utilize information technology to improve service to the community
- Increase productivity by providing easy-to-use features
- Allow for continuous upgrades of technology to support current and future core functional needs
- Utilize and manage technology in a cost effective manner
- Increase operational effectiveness via transferring numbers to different buildings
- Improve internal communications through the use of information technology, Google Apps for Government integration
- Continual education and training to encourage high adaptability to new system
- Enhanced features and functionality to support increased automation and operational efficiencies (voice mail to email integration, conference calling, caller ID, directory integration, etc.)
- Improved reporting and staff access to call data and information
- Availability of training materials and user guides in electronic, video, downloadable and printable formats as the materials are updated and revised to ensure cross organizational awareness and training

High-Level Service Requirements
The Selected Supplier(s) will:
- Provide predictable charges subject to specific limits with no unanticipated price increases over time, unless mutually agreed to by both parties;
- Provide renewable maintenance pricing based on purchase price, not listed sales price, where applicable;
- Provide expert services and world-class performance with respect to the Services;
- Provide market-competitive (or better) pricing with respect to all Services delivered to the City throughout the relationship;
- Enable the City to develop a larger knowledge base and pool of expertise while still maintaining overall subject matter expert skills;
- Deliver scalability (both upward and downward) in IT performance and associated pricing so as to conform to the City business requirements, as they may change and evolve over time;
- Deliver flexibility (e.g., support of the City affiliates as the City might grow in the future) in performance and associated pricing to conform to the City business requirements, as they may change and evolve during the relationship;
- Deliver consistently high levels of service for the life of the contract.
- Be an expert with respect to all services performed for the City;
• Provide consistency for end users with respect to all Services performed;
• Provide transition-in as well as disengagement processes that minimize risk and maximize predictability (including with respect to price) for the City; and
• Provide terms and conditions consistent with those obtained by premier customers in the marketplace and that facilitate the City’s operations now and in the future.

Pricing Requirements

The Selected Supplier(s) will provide pricing and a pricing methodology that:
• Deliver real, long-term operational savings to the City
• Ensure year over year maintenance cost increases do not exceed 2% or the CPI, whichever is lowest.
• Are meaningful, efficacious and not cumbersome for the City to administer and audit;
• Eliminate the need to renegotiate pricing;
• Provide correct incentives to the Selected Supplier(s’) organization to:
  • Use resources efficiently;
  • Implement new technology that will lower the City’s charges;
  • Continuously improve quality and service; and
  • Implement technology that facilitates rather than constrains the City’s decisions and strategy;
• Provide the City services at a charge that is the lesser of: (i) the lowest charge at which the Selected Supplier(s’) organization has provided similar services to other customers, or (ii) the lowest price available in the market;
• Legally minimize taxes to the City (including use, sales, excise and other similar taxes) to the extent possible (without any associated impacts to overall cost to the City); and

Technology Policies and Architecture Requirements

• The City will have sole authority for technology policies, practices, standards and architectures (including Managed Components), and the Selected Supplier(s) will comply with all such policies, practices, standards and architectures.
• During the relationship, the Selected Supplier(s) will propose improvements to standards, and architectures, in accordance with the change management process. Notwithstanding the foregoing, the City will have final approval as to that which will govern.
• To the extent the Selected Supplier(s) is (are) expected to follow any the City procedures, such procedures will be provided by or otherwise approved by the City.

Additionally, the future System selection will take into consideration the following criteria:
• Does the system align with the Technology Standards of the City?
• Are the Implementation Risks clear?
• Does the Financial Investment over 5 years meet City budget?
• Does the Vendor have a clear approach to achieve User Buy-In?
• Will the City see Business Process Improvement?
• Does the Vendor’s Financial Stability align to City expectations?
Disclaimer

This document contains information and instructions for the preparation of a proposal that will enable the Potential Supplier to address the City’s technical, financial, operational and legal requirements. It is not an offer to contract or otherwise enter into any type of agreement (express, implied or otherwise). Only the execution of a written agreement, and issuance of an associated City purchase order, will obligate the City in accordance with the terms and conditions contained in such agreement.

The information in the following documentation has been obtained from the City’s own records, published information and sources believed to be reliable, but it has not been independently verified. **The Potential Supplier should not rely upon this documentation, but must make the Potential Supplier’s own assessments of the information and satisfy itself as to the accuracy, completeness and reasonableness of the information.** In this way, the City makes no representations or warranties regarding the accuracy or completeness of the information contained in this documentation. No party has conducted or will conduct an audit in relation to the information contained in this documentation. Except where stated, the information relates to the City as of the date of the documentation.

All estimates, targets, projections and forecasts in this documentation are for illustrative purposes only and contain significant assumptions and subjective judgments by the management of the City that may or may not be correct. Actual results may be materially affected by changes in economic and other circumstances. Any reliance that the Potential Supplier may place upon the estimates is a matter for the Potential Supplier’s own commercial judgment. No representation or warranty is made that any estimates contained in this documentation should or will be achieved. The Potential Supplier should make the Potential Supplier’s own investigations and inquiries regarding the assumptions, uncertainties and contingencies that may affect the estimates in this documentation and the impact that a variation may have on such estimates. The Potential Supplier must notify the City promptly of any inaccurate or incomplete information discovered during the process contemplated by this documentation.

Any information or data provided to the Potential Supplier is deemed the City’s confidential information and must be treated as such subject to the KORA, as defined herein. Upon the City’s request, the Potential Supplier must destroy or cause to be destroyed all notes, files, memoranda, summaries or other writings (in any media (e.g., paper, electronic)) relating to this process prepared by the Potential Supplier or the Potential Supplier’s agents.

Subject to any law to the contrary, the City, its directors, employees, representatives and advisors:
- are not liable or responsible for the accuracy, completeness or reasonableness of the contents (including assumptions, opinions, advice or information) of this documentation;
- take no responsibility for any error or omission in this documentation or for any matter arising after the date of this documentation that may affect the information contained herein;
• do not make any representation or warranty (express or implied) in relation to the above matters; and
• are not liable for any loss or damage of whatever kind (whether foreseeable or not) arising in connection with this documentation or such assumptions, opinions, advice or information (including by reason of any negligence, default or lack of care) suffered or incurred by any person.

The Potential Supplier is responsible for all costs that the Potential Supplier incurs associated with the process contemplated by this documentation and the Potential Supplier’s participation in any negotiations, including those incurred in the course of providing preliminary guidance to the City team, communicating with the City, conducting due diligence and negotiating the business arrangement and legal documents. In addition to the usual costs of personnel, consultants and disbursements, this will include, for example, any costs of travel and accommodation for those personnel.

All proposals and materials submitted to the City in relation to the process contemplated by this documentation will become the property of the City. Even though the Potential Supplier’s proposal may be rejected, the City reserves the right to utilize any concept or idea contained therein, without incurring any liability.

The City reserves the right to share, with any consultant of its choosing, this documentation and any resultant proposals in order to secure an informed opinion. For purposes of the evaluation, the City reserves the right to make copies of the Potential Supplier’s proposal.

The City reserves the right to accept or reject any or all response(s) to this documentation, even if all of the stated requirements are met. There is no undertaking or commitment by the City that the City’s technology requirements will be externally sourced, pursuant to this or any other process. Further, even if such sourcing does occur, there is no commitment that it will be to any one or more of the participants in the process contemplated by this documentation. The City reserves the right to cancel the acquisition contemplated by this documentation at any time prior to the execution of an agreement, and issuance of an associated City purchase order, without any liability to City, financial or otherwise, if, in its sole determination, the City deems its best interest would be served by doing so. The City reserves the right to change or vary both this documentation as well as the process contemplated by this documentation in any way it deems appropriate, without notice.

**Current Environment & Background**

Current communications equipment used by the City is outdated and upgrading it is not cost effective (or in some cases, even possible). By replacing the equipment, the City intends to migrate to newer technologies such as IP Phones and SIP trunking and improve resiliency for disaster recovery. The City is looking for a long term solution that does not impose limitations on its future operations.
City buildings are connected via single mode fiber. A network diagram is located in Attachment E.

This Request for Proposal (RFP) is for a new communications solution, and will specify the requirements and functionality for the new solution.

City of Overland Park (Overland Park) expects to experience continued growth over the next few years. The system that Overland Park installs should be able to meet its needs for a minimum of five years without requiring a major upgrade or system overhaul.

Overland Park has a network of Fujitsu systems that are well past “End of Life” status. The systems are connected over the City’s fiber network (see Data Network Diagram in Attachment E and current Voice Network Diagram in Attachment F). These systems share a centralized AVST voice mail system that provides voice mail for all of the sites that have Fujitsu systems. Faxing is handled by a Fax Finder fax server. In addition, there are a significant number of analog stations on the Fujitsu systems, including multiple ring-down arrangements.

In addition to the Fujitsu systems located at the larger sites, many of the locations included as a part of this RFP are served by Norstar systems. Some have other systems or are served by POTS lines. All of these locations will be incorporated into the new solution.

The Overland Park data network is highly redundant (see Appendix E) for the larger sites.

**Technical Environment Overview**

<table>
<thead>
<tr>
<th>Technology</th>
<th>Current City Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wifi connectivity</td>
<td>802.11n</td>
</tr>
<tr>
<td>Network Connectivity</td>
<td>Gig capable at most locations, support Power over Ethernet (PoE), VLANs and QOS.</td>
</tr>
<tr>
<td>Server Operating System</td>
<td>Windows Server 2012</td>
</tr>
<tr>
<td>Desktop Operating System</td>
<td>Windows 7</td>
</tr>
<tr>
<td>Server Hardware</td>
<td>Dell</td>
</tr>
<tr>
<td>Personal Computer Hardware</td>
<td>Dell</td>
</tr>
<tr>
<td>Virtual Desktop</td>
<td>Citrix</td>
</tr>
<tr>
<td>Office Productivity</td>
<td>Google Apps for Government</td>
</tr>
<tr>
<td>Browser</td>
<td>Google Chrome and Internet Explorer</td>
</tr>
</tbody>
</table>
Proposal Requirements

Each Proposal submitted must include the following information in order, to be considered by the City. In addition to being available as attachments to this RFP, all documents and forms will also be available from the City’s website at [http://www.opkansas.org/Bids-And-Proposals](http://www.opkansas.org/Bids-And-Proposals) in Microsoft Word or Excel format for completion.

Section 1 - Company Overview
Section 2 - Solution Overview
Section 3 - System Requirements
Section 4 - Implementation, Acceptance and Ongoing Support
Section 5 - Solution Costs
Section 6 - Proposal and Contract Exceptions
Section 7 - Alternate Bids, Additional Features and Information
Section 8 - Other Required Forms

Bidders are expected to respond to all information requested. The completeness and simplicity of your response will be part of the evaluation process.

The small diamond symbol “✦” indicates that a response is required from the vendor. Vendors must respond to each item, in the order presented in this RFP. Vendors who do not respond to each point, in order, will be considered non-responsive. Boilerplate material and brochures are not considered adequate as a response to the specific items, but may be used to expand upon your answers. Statements that are not preceded by the diamond symbol are informational and do not require a response. However, if you wish to respond to such information, you are welcome to do so. All responses that are exceptions to the requirements specified shall be noted in the appropriate section of your proposal AND itemized in Section 6, Proposals and Contract Exceptions, in your response.

Bidders must note which features or capabilities are optional, and not included in the proposed configuration, in the section where such features are described or discussed in your proposal. These capabilities should be clearly marked as “Optional, additional cost will be $XX.” Failure to comply with this requirement could result in elimination.
Provide responses to questions in such a way that they are clearly differentiated from the questions themselves. A different typeface, bold or italic type, or different color ink are all acceptable methods for differentiating the responses from the questions.

A response must be provided for all questions to be considered a complete submittal.

**Section 1 - Company Overview**

*Response Page Limit - 10 pages*

✦ Provide an overview of your company (or companies if a teamed response). Include descriptions of company history, relevant experience, technical support approach, a proposed project team organizational chart, and resumes for key personnel including, at minimum, the project manager, technical, and functional leads for the project.

✦ Use Attachment D - References to provide at least three references that have similar products and/or services to those you are proposing. References that are in the Overland Park/Kansas City area are preferred, if available. Give a brief summary of your activity with each client, including the type of product/service you have provided, how long they have had it, and the number of locations served. References must include the name and phone number of a person at each company who is involved with the system and your company’s performance of the system installation as well as ongoing service.

✦ Provide a list of credentials and references for any subcontractors you intend to use on this project. The use of subcontractors may be limited or denied by Overland Park at its discretion. Subcontractors shall be bound by the same performance requirements and standards as the vendor and shall be supervised by the vendor project manager.

✦ Complete and include the following form in your response. No material modifications to this form will be allowed.

**Attachment C - Company Profile Form**

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 How many years has your company been in business and how long has the solution you are proposing been on the market?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>If any of your services will be sub-contracted to another party, provide name, contact information, and description of each service each subcontractor will perform.</td>
</tr>
<tr>
<td>5</td>
<td>How many clients does your company currently have using the product being proposed?</td>
</tr>
<tr>
<td>6</td>
<td>Describe how your company delivers product support. Will an account team be assigned to the city? How many customers does this account team handle?</td>
</tr>
<tr>
<td>7</td>
<td>During normal business hours, who would we contact for service? How would we make contact?</td>
</tr>
<tr>
<td>8</td>
<td>After normal business hours, who would we contact for service? How would we make contact?</td>
</tr>
<tr>
<td>9</td>
<td>What are your procedures for tracking and reporting status information and problem resolution timeframes to customers?</td>
</tr>
<tr>
<td>10</td>
<td>As a local municipality in the State of Kansas, the City is required by law to enter into agreements bound by the Laws of the State of Kansas only. Will your company be able to comply with this requirement?</td>
</tr>
</tbody>
</table>

*Note - if responding as a team comprised of multiple firms, this form must be completed by the primary/lead member of the responding team.*
Section 2 - Solution Overview

Response Page Limit - 10 pages

✦ Provide an overview of the proposed solution. Include descriptions of all modules, key capabilities, underlying technical platform, technical and functional differentiators, and any relevant near-term (next 18 months) product development plans.

✦ Your company must be an authorized distributor for the equipment you are proposing. Describe your company’s relationship with the equipment manufacturer.

✦ Provide all requirements your proposed configuration may have for electrical, grounding or miscellaneous power. This must include all ancillary equipment such as system terminals, printers, PCs, etc.

✦ State the name and model of the system(s) you are proposing.

✦ List the software versions and software options that are included in your system.

✦ Provide an analysis of the amount of system spare capacity for the equipped configuration.

✦ Complete and include the following form below, describing your support personnel, including the number of personnel that will be used for the actual system installation. No material modifications to this form will be allowed.

Attachment G - Support Profile Form

<table>
<thead>
<tr>
<th>How many working at cut over?</th>
<th>Tech/ Engineer Installation Support</th>
<th>Tech/ Engineer Ongoing Support</th>
<th>Software Designer Installation Support</th>
<th>Software Designer Ongoing Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>How many officed in the location providing support to Overland Park?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where is the location that will provide support to Overland Park?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many are trained on proposed system?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Who provided training?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VoIP Premise System Procurement & Implementation 26
Complete and include the following form below, describing the servers in your proposed system configuration.

**Attachment H - Server Profile Form**

<table>
<thead>
<tr>
<th>Server Function</th>
<th>Number of Servers</th>
<th>CPU Type</th>
<th>Operating System</th>
<th>Can be virtualized?</th>
<th>Who will provide?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephony Server(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voice Mail Server(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unified Messaging Server(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACD Server(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMDR/CDR/Call Accounting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference server (if needed)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Recording server (if needed)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other—please specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 3 - System Requirements

Response Page Limit - Not Applicable

This section will detail Overland Park’s requirements for the telephone system, as well as the system enhancements under consideration by Overland Park. These requirements will specify functionality rather than specific hardware wherever possible. This will allow the vendor to be as creative and flexible as possible in their efforts to provide Overland Park with the most cost-effective solution to its communications needs.

Proposed equipment must be new. The software must be the most current release available from the manufacturer. If a new software release becomes available between contract signature and cut over, it should be installed at the prices quoted by the vendor in the pricing section.

Configuration Requirements
The proposed systems must return dial tone to the station user within three (3) seconds after the station goes off-hook at least 99.9 percent of the time.

The required solution must be configured for two primary locations (Data Center 1 and Data Center 2). Both sites shall be configured for SIP trunking; the SIP trunking will provide failover capability. The desired configuration is to have a primary location and a failover location for the system and the SIP trunking.

Overland Park requires the successful bidder to perform a network assessment to ensure that their network is properly configured to support IP Telephony and VoIP, if IP telephones are proposed.

✦ Describe the scope of your network assessment and the deliverables to be provided by the study, as well as any activities or equipment that is required from Overland Park staff.

Survivability
Overland Park locations are listed in Attachment 1, Configuration Chart. They are divided into two tiers; each tier has different requirements for survivability.

Tier 1:
• Must allow for internal dialing when network connectivity is lost
• Must support PSTN connections when network connection is lost (we will keep one PRI in place for this)

Tier 2:
• Must allow for internal dialing when network connectivity is lost
• Must support PSTN connections when network connection is lost (support maximum of 4 simultaneous calls --POTS lines)
✦ Confirm that you understand and comply with the above requirements.

✦ Explain how your solution provides local survivability in the event of a network outage.

The solution must be equipped at a minimum, as shown in Attachment I, Configuration Chart. Vendor is responsible for configuring the proposed solution to meet the requirements outlined in this RFP, including all services, labor, materials, shipping, installation, overtime, training, post-cutover support, products, and services necessary to perform a turn-key solution as specified.

Phone Requirements

All phones must:

- Provide fixed or soft keys for the following features: transfer, conference, and hold
- Have features that are easy to use and intuitive for users
- Include a minimum of six foot (6’) handset cords.
- Include a user guide for each telephone. Any additional charges for the quantity of user guides needed shall be included in the quote pricing.

Cordless/Wireless Phones:

- Must function throughout the building, or identify range from base
- Display—must show caller ID/ANI of external callers (Name and Number, when provided by the carrier) and the name and extension number of internal callers
- Battery life to support use for at least 8 hours
- Include one charger per phone plus batteries
- Desired: Message Waiting key
- Desired: Features immediately available to all users on fixed or programmable feature keys: Transfer, Conference, Hold

Small/ Common Areas Telephone:

- Single extension
- Zero additional programmable feature keys
- Must be able to toll restrict these phones
- This model can be a 10/100 phone

Medium/ General User Telephone:

- Must allow for an extension number and rollover key (to allow a second call to come in).
- Message Waiting key
- Display—must show caller ID/ANI of external callers (Name and Number, when provided by the carrier) and the name and extension number of internal callers
- The following features, at a minimum, must be available on fixed or programmable feature keys for all users: Transfer, Conference, Hold
- Minimum of six Programmable feature keys: for features such as Page, Call Park, Call Pickup, Last Number Redial, and Do not Disturb with status (in a meeting, at lunch, etc.)
● The phone must have a full duplex, two-way speakerphone and a mute key
● Volume control
● It must NOT require local electrical power to operate.
● Must be gigabit
● Must support two switch ports (one to wall jack, one to computer)

Large/ Admin Telephone
● Must allow for an extension number and rollover key (to allow a second call to come in).
● Message Waiting key
● Display—must show caller ID/ANI of external callers (Name and Number, when provided by the carrier) and the name and extension number of internal callers
● The following features, at a minimum, must be available on fixed or programmable feature keys for all users: Transfer, Conference, Hold
● Minimum of 12 Programmable feature keys: for features such as line appearances for other users, Page, Call Park, Call Pickup, Last Number Redial, and Do not Disturb with status (in a meeting, at lunch, etc.)
● The phone must have a full duplex, two-way speakerphone and a mute key
● Volume control
● It must NOT require local electrical power to operate.
● Must be gigabit
● Must support two switch ports (one to wall jack, one to computer)

ACD Phone (if a different model)
● Must meet requirements of Medium/ General User Telephone
● Provide additional specialized ACD keys as needed

PC Based Attendant
● Must be able to provide busy/not busy status for all users, including users in other buildings
● Must provide easy transfer capability
● Unanswered calls must roll over to another user after a specified number of rings, and be accessible by a third user via call pickup
● Must be able to support multiple attendants

PC Based Call Control Client
● Must provide call control from the desktop, including the ability to drag and drop calls at the desktop (for example, to drag a third party into a conference call or to transfer a call by dragging it to a transfer icon)
● This client must be able to take the place of the current add-on modules. This functionality must be able to show the status of up to 54 different users.

PC Based Soft Phone
● A full-featured soft phone client that can be used instead of a telephone.
● Must emulate a wired medium or large telephone. Requires a USB headset or speakers on the PC for audio.
- Must provide call control from the desktop, including the ability to drag and drop calls at the desktop (for example, to drag the current call into a conference call or be able to transfer a call by dragging it to a transfer icon).

**Conference Phone**
- Must be full duplex, and designed for use in a conference room setting with 15 to 20 people present
- Must have ability to have additional microphones for use if desired

✦ State whether the proposed system has every Phone Requirement feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

✦ State your capabilities for providing the Call Control Client with the following operating systems:
  - Windows 7 and higher
  - Mac OS
  - Mac iOS tablets and Smartphones
  - Android OS tablets and Smartphones

✦ State the compatibility level of your Call Control Client and Soft Phone for both Citrix and VDI data terminal users.

✦ Fill in the chart below and specify the telephones proposed with your system.

**Attachment J - Phone Profile Form**

<table>
<thead>
<tr>
<th></th>
<th>Small</th>
<th>Medium</th>
<th>Large</th>
<th>Wireless</th>
<th>ACD</th>
<th>Conference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Which phone model are you proposing for each category?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many of the buttons, or keys, can be programmable as extension numbers?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are the keys labeled electronically?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many of the keys are fixed?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List the fixed key features</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of programmable keys on this phone (features and/or extensions)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the phone have a display? What size?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the phone have a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Does the phone have a backlit display?

Does the phone support Bluetooth wireless headsets?

✦ Provide pictures of each of your proposed telephones, and a corresponding user guide for each type.

**License Requirements**

Overland Park requires the following types of licenses for the users:

**Analog:** For analog devices, such as faxes, alarms, modems, etc.

**Basic:** Provides an extension number and calling that can be limited to local only or internal only. No voice mail is needed.

**General:** Basic capabilities plus voice mail, desktop call control application, unified messaging (voice mail to email).

**General + Twinning:** General capabilities plus cell phone twinning

**Soft Phone:** General + Twinning capabilities for use with softphone

**Mobility:** Application that runs on a smartphone that makes it appear that the user is physically in the office, including directory access.

**Contact Center Agent:** General capabilities plus Contact Center agent capabilities (See Contact Center Requirements section)

**Contact Center Supervisor:** General capabilities plus Contact Center supervisor capabilities (See Contact Center Requirements section)

**Hot Desk/Hoteling:** General capabilities plus the ability for multiple users to share a single physical phone

✦ Provide an overview of your system’s licensing pricing, including:

**Attachment K - Licensing Profile Form**

<table>
<thead>
<tr>
<th>License Type</th>
<th>License Required?</th>
<th>License per named user or concurrent users?</th>
<th>Cost per license</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard phones (SIP and analog)</td>
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<tr>
<td>Voice Mailbox</td>
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<tr>
<td>Desktop Call Control client</td>
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<tr>
<td>Unified Messaging User (voice mail + email)</td>
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<tr>
<td>Trunk/SIP/Gateway</td>
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<tr>
<td>Contact Center agent</td>
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<tr>
<td>Contact Center supervisor</td>
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<tr>
<td>Mobile/remote users</td>
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<tr>
<td>Cell Phone Twinning</td>
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<tr>
<td>Hot Desking (Hoteling)</td>
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<tr>
<td>Other</td>
<td></td>
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</tbody>
</table>

**Compliance Requirements**

The proposed system should be compliant with the following standards:

- PCI
- HIPAA
- KCJIS

* State whether your system is compliant with the standards listed above. If not, note it here and also in Section 6, Proposal and Contract Exceptions.

**Feature and Software Requirements**

**Required 911 Features**

E-911 capability is not required today, but must be supported by the solution as proposed in the event that it is required in the future. The City understands that that additional services and/or software may be required to provide in-building location information if this is ever implemented. The system must provide the following capabilities:

- 911 calls must be routed so that the correct site address is displayed to the 911 PSAP operators in a networked environment with multiple locations sharing the same SIP trunks for outgoing calls.
- Callers must be able to dial either 911 or 9+911 and still reach the Public Safety Answering Point (PSAP)
- 911 calls may be made from telephones with non-DID extension numbers. These must provide the correct information to the 911 PSAP operators.
- 911 calls shall not be blocked.
- 911 calls from remote users (work at home or traveling users) must provide the correct address information for the user and be routed to the correct PSAP.
- 911 calls from wireless phone users must provide the correct address information for the user and be routed to the correct PSAP.
The system must be compliant with E-911 regulations, which require that a phone system transmit information that will allow a phone to be located to a specific floor in the building.
If a phone dials 911 or 9+911, the system must notify designated users that a 911 call was placed, and which phone made the call.

State whether your system has each Required 911 Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Explain how your solution will route 911 calls to the correct PSAP when all locations are networked together to give the appearance of one large phone system.

Explain how your system will keep track of the correct site if users unplug an IP phone in Building A and moves it to Building B.

Describe how your system will notify designated users that a 911 call was placed, and which phone made the call. Also indicate how many users can be notified, and how these users are notified.

Required Networking Features
The system must have the capability of networking the sites together, and supporting the following:
- The appearance of one large system, rather than many separate systems, to both internal and external callers. This includes display information such as the name and extension number of the calling party, and the status of the called party.
- Four or five digit dialing to all users on the network. The internal dialing plan will be determined during the implementation phase.
- The ability to transfer calls transparently to any location on the network.
- The ability of the display information (name, extension number, of the calling party, caller information, transfer information, busy status, etc.) to be carried from location to location with a transferred call.
- The ability to distinguish the class of service of a user from another location, and to block calls that are not allowed by that class of service from going out of any location.
- The ability to route calls out of PSTN trunks at any site, as determined by each system’s routing software.
- Anti-tromboning on calls transferred between locations (unused or duplicated calls paths between sites are dropped when a new call path is established between sites, or path is no longer needed due to a transfer or conference between sites).
- The ability to provide a centralized voice mail system, including the ability to light message waiting lights at each site.
- The ability to utilize all voice mail features among all users, such as appending and forwarding messages, independent of each user’s location.
- The ability to administer all systems from one, or any, location, including software changes.
- The 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, no matter where the phone exists in the network.
State whether your system has each Required Networking Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required System Features

- Hold
- Transfer
- Conference (6 party minimum)
- Uncompressed analog stations to support faxes, modem, etc. across the network.
- Ring-down operation: When a handset is lifted, a specific pre-programmed number is dialed. The City has 50+ locations where this capability is being used, typically as a phone outside a building or department to allow access into the area. While it is preferred that the dialing occur automatically, it is acceptable for the user to press a single key to initiate dialing.
- Auto Dial (press one button and phone dials preprogrammed number)
- Display phones must show phone number of outside callers (ANI); must stay with call when transferred
- Display phones must show name of outside callers (Caller ID); must stay with call when transferred
- Ability for phones to display the Caller ID for an inbound call for the entire duration of the call. Ability to keep call information (Caller ID and ANI) with the call, even when calls are transferred through the switchboard
- Display phones must show name and number of internal callers, and external callers, if available.
- Ability to have a “rollover line” on telephones that show the show the Caller ID/ANI information of outside callers (ANI) on the second (rollover) call to a user, allowing the user to determine whether to answer the call or allow it to roll to coverage.
- Speed Dial
- Last Number Redial
- Saved Number Redial
- Call Forward on busy
- Call Forward on no answer
- Call coverage paths—minimum of 2 hops (call comes to a specific phone and then can be routed to at least two more locations)
- Call forwarding to another phone, both internal and external (based on class of service allowed) that overrides programmed call coverage
- Call Pickup
- Call Park
- Call Log (a record of all calls, along with available Caller ID information, to or from an individual phone, whether or not they were answered by a user or voice mail)
- The ability to add a phone number that appears in the call log to the user’s contacts/directory with a click
- Do Not Disturb (DND)
- Allow the number of rings before forwarding to be programmable on a per station basis (not a system-wide setting)
Music on Hold
- Hunt groups
- Hands free two way speakerphone
- Mute key for speakerphone
- Independent volume adjustment for speakerphone, ringer, handset and headset
- Direct Inward Dial (DID)
- Privacy
- Toll restriction of specified phones
- Ability to have line appearances of other phones on a telephone
- Ability to program DSS/BLF keys on phones so that administrative assistants, who cover for many people, can see if others in their group are on the phone, and to quickly transfer callers to others
- Ability to distinguish held calls from other calls in progress or ringing
- Remote system administration for software changes and troubleshooting
- Electronic labeling of the keys on each phone, so that paper labels for line and feature keys are no longer needed. When a line appearance or feature key is changed on a phone by the system administrator, the display of the phone should change automatically to reflect the software change.
- Different ring patterns for internal and external calls
- At least 6 different ring tones options for each phone
- The ability to distinguish calls from certain stations inside the system from external calls, or other general internal calls. For example, a special ring for the supervisor as opposed to any other type of call.
- Attendant Console Backup Coverage (when a backup is needed for the switchboard, that person must be able to take switchboard calls without leaving her desk and moving to the switchboard position).
- Ability to control outgoing ANI information on per-station basis (some phones must display 10 digit DID number, while others must display a departmental number instead of the user’s DID number), including the ability to display ANIs that are not associated with the City (for the Police Department)
- Call Log (a record of all calls, along with available Caller ID information, to or from an individual phone, whether or not they were answered by a user or voice mail).
- Click to dial on phone numbers in web sites and from the Call Log
- Ability to recognize phone numbers in Gmail email and to click to dial the number
- Centralized employee directory that is shared by all users and administered in one place
- The ability to automatically have a call queue to a specific phone so that the switchboard does not have to babysit the calls. Users should be able to see that there is a call, and the ANI/Caller ID of the caller, and be able to notify the caller to wait if desired.
- Cell phone twinning (the ability to ring a user’s desk phone and cell phone simultaneously, allowing the user to determine which phone they will use to answer the call. Unanswered calls go to the voice mail on the telephone system instead of to the cell phone voice mail. Allows the user to switch between the desk phone and cell phone seamlessly, without the caller being aware of the change). This feature should be able to be activated remotely.
- Company directory on the phones or in the desktop client, so that users can scroll
through a list and place a call to anyone on the system

✦ Company directory on the phones, so that users can scroll through a list and place a call to anyone on the system
✦ Presence/Busy status indication: Indicates when a user is on a call, so that others know they are busy and can react appropriately (leave a voice mail or send an Instant Message, for example).
✦ Messaging on Hold: the ability to play messages to callers who are on hold. Our preference is to be able to import digital audio files onto the system to be played while callers are holding. Messages must be able to be different for individual site locations, campaigns (such as Parks and Rec), etc. These messages must be easily changed by end user locations.

✦ State whether your system has each Required System Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

✦ Describe the options for hunt group functionality provided by your solution, such as round robin, linear, etc.

✦ Explain how your system will support analog devices such as faxes, modems, Fire Alarms, Pool Pump communications (modems), Credit Card Terminals (Non-Ethernet), and Veeder Root (Fuel pump modems), across the network.

✦ Explain how your system will duplicate the existing use of BLF/DSS keys (Busy Lamp Field/Direct Station Selection) that allow users to know when others are on the phone and to dial them by pressing a single key.

Optional System Features

✦ Wireless handset that works over 802.11 wireless system.
✦ If available, provide pricing for these devices in Attachment R - Alternate Bid Itemized Pricing.
✦ Integration with Google Apps so that phone status (on-hook/off-hook) is displayed in the Google presence indicators.
✦ Describe your system’s integration with Google Apps. Does your system provide on-hook/off-hook status information that can be utilized by the presence indicators in Google Apps?

✦ State whether your system has the Optional System Features described above. If your system does not provide this capability, note it here and also in Section 6, Proposal and Contract Exceptions.

Required Paging Features

Overland Park requires the ability to utilize overhead paging with zones at the larger sites.

Overland Park also utilizes paging through the speakers on the phones at some sites. Today, to activate paging, a feature code is dialed, potentially followed by a “zone”. When paged, the telephones in that dialed area provide one-way communication through the speakers. There is also an “all call” function.
provided with the paging through the phones.

Overland Park requires the following capabilities for paging through the phones:

- Zone paging (the ability to assign certain phones to specific paging zones)
- Pages that are played through the speakers on the phones in a one-way communication
- All call pages that page through all of the phones in a building
- The ability to page individuals or groups (zones) in other buildings
- The ability to page individuals, groups (zones), or in all buildings (one at a time and simultaneously).
- The paging through the phones must not interfere with users that are already on calls.

State whether your system has each Required Paging Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

The following paging equipment is in use by Overland Park:

- Overhead Paging: At the Fujitsu sites, the paging systems are Valcom with zone and All-zone capability. There is a single location that has a Bogen paging unit providing the same function.
  - Core Site 1: Valcom IP Valcom VIP-811; this uses an Enhanced Network Station (FXS) port at Core Site 1, version 2.18 which provides All Call and Zone paging functions to remote locations utilizing the IP Network for SIP based VoIP paging.
  - 9 sites: Valcom VIP 801, Enhanced Network Audio port, connected to location specific paging adapter / amplifier equipment, with relay control for Emergency Paging override.
  - 1 site: Bogen Amp model - TPU-250 and Bogen Model PCM-TIM
  - All other sites use a Valcom V-2003A with a Bogen TPU60B Amp.

State your compatibility with the systems listed above. If your system does not provide the capabilities required above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required Call Recording Features

Overland Park has a need for Call Recording. There are approximately 120 users that will utilize call recording.

- Explain how your system provides on demand recording capabilities.
- Where is the recording stored, and how is it accessed?
- If recordings are stored in the user’s voice mailbox, what happens when the mailbox is full?
- Can users initiate on-demand recording on behalf of other users? (A user hears someone else on a call that should be recorded and needs to initiate on-demand recording for the other user).
- Is there a limit to the allowed recording time per call?
- Can on-demand recordings can be “transcribed” for a user using speech to text technology?
**Required Call Accounting Features**

Your proposal must include Call Accounting (Station Message Detail Recording (SMDR/ Call Detail Recording (CDR)) capability. This capability must be able to be provided on the attendant console as well as other stations.

The system must have the ability to track outgoing, incoming, and internal calls, including:

- ANI/ Caller ID/ Calling number
- Extension number
- Trunk group and member
- Account code
- Authorization code
- Call date, time, and duration
- Call type (report on incoming and outgoing, internal)
- Dialed number (including trunk access code)

In addition, the system must provide the following report capabilities:

- Reports (summary and detail reports) at the following levels: individual users, departments, by site, and company wide
- Schedule reports to run automatically
- Ability to run ad-hoc reports and filter information to isolate calls that meet specific criteria such as date, time, dialed number, calling number, extension number, etc.
- Send regularly scheduled reports out via email
- Export reports into Excel or .PDF formats
- Have updates to user information made automatically when a user is added, deleted, or changed in the phone system

*State whether your system has each Required Call Accounting Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.*

**Required Voice Mail Features**

- The system must have the ability to record a primary greeting and an alternate greeting.
- The system must have the capability for a user to record an extended absence greeting which can be used for times when the user is out of town, on vacation, etc. This greeting must be separate from the primary and alternate greetings described above.
- The system must have a simple user interface that allows the user to quickly listen to messages, change greetings, etc. For example, changing a greeting should not require 3-4 levels of menus.
- Allow users to create a message and send it to a mailbox without calling the extension number of the person receiving the message
- Individual mailboxes must each be able to designate separate extensions as a "Dial 0" coverage position.
- The system must light a message waiting light on all sets, of any type, equipped with a mailbox and a message waiting light.
- The message-waiting indicator must light up even if the phone is in use.
- The system must allow messages to be saved in the mailbox.
• Messages must have a time and date stamp.
• The message envelope information (time and date, etc.) must include the caller’s phone number, if available from the caller ID.
• The message envelope information must stay with the message, even if the message is forwarded to another user.
• The system must allow for remote retrieval of messages via a standard touch-tone phone.
• The system must provide a dial-by-name directory
• The dial-by-name directory must allow certain users to not be listed in the directory
• The system must allow remote change of announcement, both for voice mailboxes and the automated attendant.
• The message waiting light must extinguish after a message is retrieved, regardless of whether the message is deleted or saved.
• The ability to forward messages to another user on the system, and append comments in front of the forwarded message, if desired.
• Mailboxes must require a password for access.
• Allow users to change their own passwords.
• Allow users to create and edit their own distribution lists.
• System prompts that help users activate features and manage messages.
• Users must be able to retrieve messages that were accidentally deleted, while still in a given mailbox session.
• Users must be able to skip to the next message without having to listen to the entire message.
• Mailbox capacity (storage space or number of messages allowed) must be configurable so that some mailboxes can be significantly larger than others (to support large mailbox usage in call center).
• Users must be able to easily access, listen to, and change their voice mail options and recordings from devices other than their telephone, such as a smartphone or tablet.
• The system must allow a user to be notified on a cell phone or pager that there is a voice mail message. This outcalling, or remote notification, must give the user the option of being notified of all messages, or only urgent messages. In addition, users must be able to set time of day and day of week parameters for the notification, so that they are not getting notification at 2 a.m. on Sunday morning that they have a message.

✦ State whether your system has each Required Voice Mail Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required Automated Attendant Features
• Ability to play a closed message based on time of day
• Ability to program holidays (start time/date and stop time/date) and play a special holiday message to callers
• Ability to play “special circumstances” messages such as inclement weather
• Ability to activate special circumstances status remotely
• Ability to transfer callers either inside the system, or externally
• Ability to keep the caller ID with the call that is transferred

✦ State whether your system has each Required Automated Attendant feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and
Contract Exceptions. If there is an additional cost for any of the capabilities listed above, indicate the cost of each.

Required Voice Mail System Administration Features
The system administrator must be able to perform the following functions:
- Add or modify a class of service
- Set the minimum password length for a mailbox
- Set the message retention period for a mailbox.
- Adjust the size of the mailbox for number of allowed messages or minutes of recording allowed, and the length of any single message.
- Set the number of failed login attempts allowed, in a single session and across sessions
- Reset mailboxes with a new password
- Add, delete, and modify users
- Program which phone the mailbox lights a message waiting light on
- Add, delete, and modify auto attendant menus
- Run reports on system and port utilization

✦ State whether your system has each Required Voice Mail System Administration Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required Unified Messaging Features
- The ability to interface with Overland Park’s Google Gmail platform.
- A single inbox which includes voice mail and email
- Ability to have some inboxes that include voice mail, email, and faxes.
- Integration between voice mail and email systems, so that when a message is read in either system, it is marked as read in the other system, and/or the message waiting light is extinguished. In addition, any message that is deleted by a user in one system will automatically be deleted in the other system.
- The system must allow voice mail messages to be saved and retrieved, similar to options available with email messages
- Voice mail messages must be able to be retrieved from any phone, by accessing the voice mail system and without going through the unified messaging inbox.
- The unified messaging inbox, including all message types, must be accessible to users who access the network remotely.
- The unified messaging system must not affect any remote notification (outcalling) options set up by a voice mail user.

✦ State whether your system has each Required Unified Messaging feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required Contact Center Features
Number of ACD agents: 57
Number of ACD supervisors: 7
Additional people who will need supervisor real time reporting capabilities: 5

Required Routing and System Capabilities
• Incoming calls must be able to be routed to different treatments, depending on the number dialed by the caller
• Routing treatments must be easily configurable by Overland Park staff
• Call Queuing
• Multiple queues
• Programmable, automatic after call wrap up time, programmable by queue
• Ability to route callers to a different group of agents when queue conditions warrant (up to 3 additional groups) while still queuing for the previous group(s)
• Priority queuing
• Call routing based on:
  ■ DNIS
  ■ Time of day, day of week
  ■ Holiday status
  ■ Customer input information
  ■ ANI of caller
  ■ Agent skills
  ■ Call center conditions and routing
  ■ Call in on a “Special” number for a particular class of client, i.e. Gold Member
• The ability of a queue to overflow to another queue, or location hunt group, if calls are not answered within a predetermined period of time
• The ability to program at least 10 holiday dates into the system to provide holiday treatment for callers.
• Multiple, customized announcements played to caller while in queue (messaging on hold customizable by queue)
• Music or messages while callers are in queue
• The ability to activate an inclement weather condition for a queue from off-site.
• The ability to force callers to listen to an entire announcement, even if an agent becomes available during the announcement. This would be programmable so that only certain announcements would have this requirement.
• Displays for the agents that show call duration, ANI, and DNIS of caller
• Queue status information for agents showing the number of calls in queue, the longest holding time, number of available agents, and abandon rates.
• Agents must be able to be members of multiple queues
• The ability for an agent to automatically be placed in a ‘make busy” or “not available” state when handling a non-ACD call
• The ability for the agent to be placed in a “make busy” or “not available” state when a call is presented to an agent who does not answers that call, while having the caller returned to queue with priority.
• The ability for the agents to log in from any location in the system (any building) or remotely.
• Announcements in queue that are customizable for each individual queue.
• Ability to easily change the announcements in the queue(s).

Optional Routing and System Features
• The ability to put a queue into a “meeting mode” where, during normal business hours, all agents are in a meeting and are not available to take calls. Callers would hear an announcement telling them the status and asking them to call back or to leave a message and their call will be returned.
• The ability to route multi-media messages as if they were regular voice calls. The system should be able to route email, fax and potentially web chat to agents in the same
manner as voice calls. These should be reported on in the same manner.

- Skills based routing

**Required Supervisor Capabilities**

- Supervisor observe
  - The supervisor must be able listen to agents who are on live calls
  - The supervisor must be able, when needed, to talk to both the agent and the caller while observing a call
  - The system must allow the supervisor to observe without the agent knowing that this is occurring (must be programmable)
  - The supervisor must be able to observe both ACD calls and personal calls
  - The supervisor must be able to hear the very beginning of the call (must be able to observe an agent before the call arrives)

**Historical Reporting Capabilities**

- The ability to group agents into teams or groups, and to obtain reports based on these groupings.
- The ability to schedule daily, weekly, and monthly reports so that they are run automatically.
- Historical Reports which shows call activity by queue, including:
  - number of calls
  - average hold time
  - number of calls which abandoned
  - length of time callers waited before abandoning
- Historical Reports which shows call activity by agent status, including:
  - Length of time logged in
  - Amount of time in Available, Not Ready, or After Call Work status for agents.
  - Number of ACD calls (inbound and outbound) and duration
  - Average call length
  - Number of calls on the agent’s personal line (inbound and outbound)
  - Number of calls that an agent transferred
  - Number of calls put on hold, and duration of the hold times
- Historical reports based on the “Special” numbers or campaigns
- Historical reports must be stored for at least thirteen months

**Real Time Reporting Capabilities**

- Real time status displays for supervisors, including
  - Agent status, such as the agent’s group, extension, name, current status and duration in that status, and the number of incoming and outgoing calls made by that agent
  - Group status—list of agents, state they are in, and how long in that state
  - Queue information, including as number of calls waiting, length that the longest call has been waiting, number of agents logged in, how many agents are busy on calls, in after call work, or in other states, the service level, number of abandoned calls (total today, and this hour), total calls today.
  - Individually programmable thresholds which, when exceeded, are indicated by a color change (green to yellow to red is preferred) and an audible indicator. These thresholds must be programmable individually by supervisor.

◆ State whether your system has each Required Contact Center feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and
Contract Exceptions.

Required Audio Conference Features
Overland Park has a desire to provide the audio conference capability to internal parties.

✦ Provide the cost for a conference system for 24 individual audio conference users.
✦ Provide the manufacturer of your solution.
✦ Provide a description of the solution.
✦ Describe the amount of bandwidth required per caller.
✦ State whether your system has each Required Audio Conference feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Optional Web Conference Features
Overland Park would like the option of providing a web conference and collaboration tool for their users. The solution should be capable of providing the following capabilities.

- Web conferencing with scheduling
- 24 users maximum, either as a single conference or as several smaller conferences
- Document sharing for any conference
- Screen sharing for any conference.

✦ State whether your system has each Optional Web Conference Feature described above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Required System Administration and Management Features
Overland Park prefers to utilize a single system management application for all components on the proposed system, including phones, trunks, gateways, voice mail, Unified Messaging, Unified Communications, system parameters, and features. However, we recognize that this may not be possible.

✦ Complete the following form.

Attachment L - Administration and Management Profile Form

<table>
<thead>
<tr>
<th>Admin Function</th>
<th>Application Utilized</th>
<th>Browser based or client?</th>
<th>Remote Access/ Admin supported?</th>
<th>Provide Alarm Notification via email?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Admin</td>
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<tr>
<td>Trunk/PRI/Routing Admin</td>
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<tr>
<td>Gateway Admin</td>
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<tr>
<td>Voice Mail Admin</td>
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</tbody>
</table>
How many management tools are required to support the system and applications, as proposed? Include all systems and applications, such as the telephony system, voice mail, ACD, Unified Messaging, etc.

The system must have the following capabilities:

**General Admin and Management Capabilities**
- Remote Monitoring by vendor
- Remote access and system administration for software changes and troubleshooting
- Traffic Studies on trunks that show peg counts and utilization on all trunks
- Testing and diagnostic capability that allows administrator to do troubleshooting remotely
- Diagnostic capability that allows administrator to determine if problem is with system or with SIP/PRI trunk/POTS lines
- Status information to show if problem has been resolved

**System Administration**
- Station administration
- ACD administration (agent, scripting, etc.)
- Voice mailbox administration
- Unified messaging administration
- Trunk and routing administration
- Gateway administration
- Ability to busy out trunks, trunk groups, T-1s, etc.
- Ability to determine status (working, not working, in alarm state) of stations, trunks, and gateways
- Support for open standards, such as LDAP and SNMP

**Traffic/IP Telephony Management**
- Reporting on utilization by trunk group (attempts, seizures, busies, overflows)
- The ability to determine PRI status, and alarm conditions
- Exception reports indication conditions where delay, jitter, packet loss, etc. exceed preset thresholds
- The ability to monitor(track) individual calls for troubleshooting and quality monitoring purposes.
- System resources utilization reports
● Support for open standards, such as LDAP and SNMP

State whether your system can provide each Required System Administration and Management Feature listed above. If your system does not provide a feature listed above, note it here and also in Section 6, Proposal and Contract Exceptions.

Describe any auto-configuration that will be done by your system, as proposed.

Is a system or server re-boot required for updates to applications or users?

Do the IP telephones require any manual, local configuration during deployment or after a power reset?

When a change is made to a phone, is the phone information automatically updated on other appearances of that phone in the system? For example, if a person leaves and is replaced, the name on the phone would be changed. If that phone has appearances on other telephones, will the other telephones be updated automatically with the name change?

Is there any part of the system that this program cannot make changes to? Are there any system components that are only accessed by a command line interface (CLI)?

Does the system administration package automate the updating of various databases? For example, if a station is deleted from the system database, can the system administration software also delete the station from the voice mail, unified messaging, and other applicable databases? Explain your capabilities in this area.

Can all systems (phone system, voice mail, unified messaging, unified communications, etc.) be accessed remotely through one interface? If so, what is the interface?

If the system allows remote access capabilities, how is it secured?

Does your system allow multiple passwords to access the administration application? How many simultaneous users are allowed?

Does your system allow different capabilities to be assigned to each password? If so, what levels are available to a password?

Does the system track the commands performed by each password?

Can moves and changes be scheduled, so they are performed at a specific date and time in the future?

Does the application have an on-line help?
✦ What tools are available for troubleshooting problems with voice calls? Can a system administrator monitor VoIP calls in real-time and obtain statistical information in real time?

✦ Specifically, address the program/system’s ability to produce easily understandable reports on trunk utilization, and blockage by trunk group. Non-working trunks should be identified.

✦ Can the system administrator see alarms and alerts on all systems in the network, including the voice mail system, unified messaging, ACD system, and the IP telephony system?

Patches and Upgrades
✦ Explain how the manufacturer defines software revisions versus software upgrades.

✦ Explain if both revisions and upgrades are included under the proposed maintenance service agreement.

✦ What is the average cost of an upgrade to a new release?

✦ How are software upgrades performed? Does an upgrade require the system to be shut down?

✦ When software patches or new releases for the system become available, describe your policies for notifying Overland Park that these are available, and for providing them to Overland Park.

✦ Does your company have a policy regarding customer notification of security issues and/or patches that affect system security?

✦ What charges will be billed to Overland Park for patch installation?

Security
✦ What security capabilities are provided by your system, over and above those provided by the data network? Explain what capabilities are included in the system as proposed, and what optional capabilities your system provides. Include pricing for optional capabilities. Include information on the following:
  ● virus protection capabilities
  ● intrusion detection
  ● password protection capabilities
  ● procedures for updating profiles
  ● securing IP Telephony signaling to prevent loss of confidentiality
  ● prevention of phone Denial of Service (DoS) attacks
  ● prevention of malicious client manipulation
  ● secure remote management access
  ● prevention of unauthorized modifications to the system servers, gateways, and phones

✦ Can the system be configured to generate email and log entries upon detection of an intrusion or attack?
✦ What are the options available for tracing internal and external calls?

✦ Describe the proposed system’s capability for tracking log-in attempts.

✦ What does the system do if it detects incorrect or illegal log-in attempts (shut down access ports, notification options, etc.)? How does the system determine when to take action?

✦ Do any of the basic call functions of any of the IP Telephony devices require anything other than IP and/or MAC addresses? (i.e.: DNS, WINS, etc.)

✦ Are IP addresses static or dynamic?

Reliability/Redundancy/High Availability
Telecommunications is critical to the operation of Overland Park; therefore, a redundant/highly available system is required. The City plans to install SIP trunks to both data centers (Data Center 1 and Data Center 2) with failover capability, to provide resiliency. The system must be configured with one set of servers in Data Center 1 and redundant servers in Data Center 2 with automatic failover to the other location.

✦ Fully describe your solution’s redundant/highly available configuration and capability. Do your servers support automated fail-over? If so, does the fail-over server have to reside on the same subnet?

✦ List all portions of the proposed systems that are redundant, such as the CPU, system memory, power supplies, disk, network connections, etc.

✦ Explain all points of single device failure that will still exist with a redundant system.

✦ Explain how your licensing works in a redundant environment. Is dual licensing required? Are licenses moved when the system fails over?

Quality of Service
✦ Does your IP telephony system have a mechanism for ensuring QoS for telephone calls, or does it rely on the underlying data network to provide QoS?

✦ If call quality on the IP network degrades, is your system able to put calls through on the PSTN?

✦ Can you setup bandwidth management zones and select different codecs for each bandwidth management zone?

SIP Support
✦ In the system, as proposed, is SIP the primary communications protocol?
✦ If not, what is the primary protocol?

✦ When SIP is implemented on your system, does it conform to the IETF SIP specifications, or is it a proprietary version?

**Overview of City Technical Operating Environment**

The City operates out of 21 different facilities throughout Overland Park. Each building is connected to the City-owned and maintained fiber network. The vast majority of PC’s within each facility are connected to the network via 1 Gbps connections with a small number of PC’s operating on a 100 Mbps connection. The City maintains two redundant internet service provider connections with configuration to support failover during any unplanned network outages. Each City facility is also wired with non-ubiquitous 802.11n wireless access with both a secure and public wireless network access.

Desktop computing to devices is provided via desktop PC’s, laptop computers, and a virtual desktop infrastructure (VDI) using Wyse terminals and Citrix XEN Server. Of the approximate 1200 PC’s within the City, approximately 150 are of the VDI variety.

The City has standardized on a desktop PC operating system environment of, at a minimum, Windows 7. Supported internet browsers are Internet Explorer (version 9 or higher), Firefox (version 28.0 or higher), or Google Chrome (version 31.0 or higher). The City does not require nor mandate a default browser as varying applications within use in the City require different browsers. For email, calendaring and contacts the City has standardized on Google Apps for Government (Gmail) and for office productivity, the city uses Google Docs (Drive, Docs, Spreadsheets and Presentations) along with a small install base of Microsoft Word and Excel where Criminal Justice Information Systems (CIIS) regulations and core business practices require.

All server environments within the City operate on a virtualized server infrastructure based on VMware. The VMware host infrastructure is redundant across the two main city datacenters. Preferred server operating system environment is Windows Server 2008 R2 at a minimum.

From a mobile perspective, the City supports both iOS and Android tablet and smartphones.

✦ State whether your system is compatible with the environment as outlined above. If your system is not compatible, note it here and also in Section 6, Proposal and Contract Exceptions.

**Required System & Data Security Features**

The future system must provide a completely secure tool with logging and audit capabilities. Along with the security, audit reports must be able to be generated to determine what a specific user inquired on
or updated, as well as the reverse, staff touching certain data records. Proper security should be implemented to ensure safekeeping of financial and personnel data.

Security Requirements:

- Secure user login tied to the City’s Active Directory (AD) setup.
- Role-based security to allow for users to be assigned one or more roles. Security is granted based on these roles. Roles must be fully manageable in the system along with a name and description describing the roles purpose.
- Restricted access to specific modules, screens, records, and fields.
- Allow for continuous upgrades of technology to support current and future core functional needs.

*State whether your system is compatible with the above Required System & Data Security Features. If your system is not compatible, note it here and also in Section 6, Proposal and Contract Exceptions.*
Section 4 - Implementation, Acceptance and Ongoing Support

Page limit - 20 pages

It is the intent of the City to utilize industry best practices, standard software development lifecycle procedures and business process standardization to implement and maintain a comprehensive VoIP system to City functions.

A phased implementation schedule is expected for 2016 and 2017. It is anticipated that each of the main locations will occur on separate schedules and shall be handled, from a user perspective, as complete conversions. Unless otherwise recommended and agreed upon, it is anticipated that the main servers, including primary and redundant, will be implemented first, with the users at individual locations brought on line as the schedule permits. A total of six phases (after installation of the core equipment) is anticipated to fully complete the deployment. The phases are estimated to be as follows, but are subject to final review with selected provider:

1. Information Technology and Locations 9, 12, 16, 17, 19, 20, 22, 23 (See location numbers on the Configuration Chart, Attachment I).
2. Locations 1, 2, 3, 4, 5, 6, 7, 8, 10, 18, 21
3. Core Site 4, 5, and Locations 11, 13, 14, 15
4. Core Site 1, 2 and Datacenter 2
5. Datacenter 1
6. Core Site 3

During the conversion process, users must be able to use four or five digit dialing to reach other City locations, requiring the solution to tie into the existing Fujitsu network. The Fujitsu systems are older systems and are limited in the protocols that can be used. The Fujitsu systems will support TDM tie lines, PRIs, and QSIG, but not SIP. The proposed solution must include the hardware necessary (gateways, SBCs, etc.) to support 46 simultaneous conversations between the old and new systems.

Vendor is responsible for removal of all old equipment from the premise. Disposal should be in accordance with all applicable laws.

◆ Explain briefly how your solution will provide connectivity outlined above.

◆ Identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Respondent and those performed by the City. The response should be reflective of the City’s timeline, approach for implementation and should clearly indicate the City resource requirements to meet the vendor proposed schedule.

Note that successful respondents should endeavor to incorporate knowledge sharing/transfer into the implementation. The City’s goal is to be as self-sufficient as possible in the future configuration, training, and maintenance of the proposed solution following go-live and not dependent upon consultant or
implementer support.

- **Describe your project management methodology and approach to ensure a successful implementation.** Project management tasks will include but may not be limited to status reporting, invoicing, issue identification and risk management, change management, and overall project planning and scheduling.

- **Provide a list of key staff who will be assigned to the project and their respective roles and responsibilities.**

- **Describe the communication plan in alignment with a project repository capability accessible by project team for all project documents and deliverables.**

- **Provide a sample implementation plan for a project of similar size and scope.**

- **Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources.** The City is requiring a phased delivery & would welcome recommendations of industry best practices.

- **Describe the roles and responsibilities of the City Staff during implementation, and provide an estimated number of City resources, expected role and level of effort during each phase of the project.**

- **Describe the integration strategy to ensure successful implementation of interfaces with other systems.**

- **Describe your organizational change management strategy.**

- **Provide a project deliverables list with your responsibilities versus the City’s.**

- **Describe the go-live plan and checklist.**

- **Describe ongoing maintenance, release / upgrade, and support services.** At a minimum, Proposers should address the following items:
  - Help desk processes and procedures.
  - Hours of support (stated in Central Standard Time).
  - Escalation procedures.
  - Response time commitments.

- **Provide hardware and database specifications for the Future System.**

- **Describe the frequency that application patches and releases have been made available within the past two years.** In addition, clearly identify the roles and responsibilities of the City to complete
Requirements for Database Gathering by Vendor
Vendor is required to provide personnel for gathering specific database information for programming of the system, including, but not limited to, dial plan recommendations, station number, pick-up groups, hunt groups, voice mail capabilities, hunt groups, automated attendant capabilities, etc. required to make the system fully functional to customer specifications. Although Overland Park personnel will be involved in providing this information, they will not be responsible for filling out forms or creating the database. Vendor personnel must be trained in feature operation and applications in order to explain and help Overland Park set up their telephones. Available existing user and station information will be provided to the vendor.

System Database Documentation Requirements
Vendor must provide complete, accurate documentation for the system and all peripheral equipment installed. This must include at a minimum the following information in electronic format:

- system Database, including:
  - station and trunk programming
  - class of service definitions, including toll restriction tables
  - dial plan overview
  - call pick-up groups
  - speed call listings
  - a complete list of trunks (with associated circuit IDs)
  - voice mail programming and set up
  - all system passwords
  - cut Sheets including station information, IP addresses, MAC addresses, etc.
  - training documents
  - system manuals

Help Desk
The successful bidder must staff an on-site help desk for the phases of the installation beginning the first working day after four major location conversions. The Help Desk must be staffed for a minimum of one morning. If problems are still being reported after one day, the Help Desk must remain in operation until all known problems are cleared.

Minor moves and changes shall be provided for a minimum of five (5) business days after cut over at no additional charge.

Installation and Testing
The selected bidder shall update the firmware, configure the phones, and test for out-of-box failures. The vendor shall be required to make each telephone operational, download any necessary firmware, test the instrument, label, apply the name, extension number and make the set ready for deployment. The phones will be delivered to Overland Park staff in a condition ready for placement on the user desks for use.
Overland Park expects the system to be thoroughly tested prior to cutover. Each telephone must be tested to ensure that it is operating correctly. The testing shall include not only the main solution, but all peripheral items such as call center, paging, and proper interaction with voice mail and email.

Testing must include a thorough evaluation of the performance of the software as well as the hardware. This includes testing of the individual features as well as the base software.

The Overland Park staff will be responsible for placing and activating the telephones at each end user location.

**Training**

Training is required for a “train the trainer” type environment. There will also need to be training for Overland Park designated high-application activity station users. One training class per phase should be provided with a maximum of 12-15 users. Training must be conducted on-site with working telephones and desktops at Overland Park facilities.

The selected bidder shall also provide ACD training (agent and supervisor training) for 20 people and Operator training (6 people including backups).

Prior to training Overland Park users, the vendor must provide a review of the planned training class to Overland Park project manager and other strategic personnel. Copies of the actual user guides and all handouts to be used during the training class are to be provided for evaluation by Overland Park project manager. This review will be used to fine tune the information provided by the class for the specific needs of Overland Park users.

During the first week following the cut over, there must be at least one (1) make-up training class offered for users at the City’s facility.

Each telephone station set must have a user guide. Each must also have a quick reference guide for commonly used features. The quick reference guide may be a “cheat sheet” designed by the vendor, or provided by the manufacturer.

Electronic copies of each type of training documentation such as user guides, phone templates, etc. that have been modified with the information discovered in the trial training session, shall be provided to the City. The City will be responsible for providing any necessary hard copies of these documents.

All expenses for training and user guides must be included with your proposal, including any cabling that is needed to set up the training phones.

In addition, optional pricing for training on system administration must be provided for five (5) Overland Park employees. This training shall be extensive enough to allow Overland Park to perform their own adds, moves, and changes on all installed systems. Provide pricing for this training on Attachment M, Pricing Summary Form.

◆ Describe your training methodology and how you ensure users and administrators are prepared...
to use the future system.

Acceptance

Before acceptance, all system components shall be tested according to the test requirements above. Results must be provided to Overland Park project manager no later than one day prior to system cutover for all common equipment components. Station testing documentation shall be provided prior to the first day of system use.

All user training must be adequately completed prior to Acceptance.

During the acceptance period there should not be a major failure in the system. A major failure is described as the failure of any CPU/server, memory, disk drive or any other hardware component that takes the entire system out of service or denies service to more than 10% of the stations or trunks.

Should a major failure occur during the acceptance period, the vendor will have five (5) working days to completely correct the situation and provide Overland Park’s project manager with multiple test results of the new component proving its reliability.

If, at the end of five days, the vendor cannot reliably prove the integrity of the system, Overland Park will require the vendor to provide a manufacturer’s engineer on-site within 48 hours, at no cost to Overland Park, to evaluate the problem and provide solutions.

If, at the end of fifteen days of the major failure, the integrity cannot be ensured, the vendor must provide to Overland Park a plan for complete replacement of the hardware, again, at no cost to Overland Park. Overland Park will decide if complete replacement is warranted and inform the vendor within 48 hours of receipt of the plan. The intent of the requirement for complete replacement of the system is to ensure that Overland Park does not receive a "lemon" system, rather than to place any undue burden on the vendor.

Should no major failures occur or, if they are satisfactorily remedied prior to 30 days after cutover, the system will be accepted. Acceptance will not be withheld provided the system is performing to the manufacturer's written specifications and as described in vendor’s response to this RFI.

The following must be provided to Overland Park prior to system acceptance. All documentation shall be included and provided electronically, including:

1. A complete set of cut sheets, cable records and floor plans.
2. A copy all system programming.
3. An inventory of all system hardware and telephones, plus spares.
4. All system passwords. This includes the system administration password and all maintenance passwords, as well as instructions for changing them.
5. An escalation list that provides telephone numbers for supervisors, day to day support personnel, and upper management.
6. A list of telephone numbers and procedures for obtaining repair, MAC, and other support. This should include any customer numbers assigned to our account.
7. Instructions for obtaining after hours support.
8. A complete set of system documentation and manuals.
9. Electronic copies of user guides for system features, and phones.
10. Completion of all required training.
11. All applicable software installation disks, for the system and all peripheral equipment, shall be on-site.
12. All system documentation as required in System Database Documentation Requirements section of this RFP.

Written acceptance will be provided to the vendor when the Acceptance items have been completed to Overland Park’s satisfaction.

**System Warranty**
Your proposal must include at minimum a one-year warranty, including all parts and labor for the system itself and all peripheral equipment purchased from vendor. The warranty period shall begin upon written acceptance of the systems from Overland Park.

Warranty and ongoing maintenance service must include the following response times, from the time the problem is reported by Overland Park to the vendor:

✦ Provide a proposal and pricing, in the price sheets, for second through fifth year maintenance for Overland Park. The City expects this contract to provide the same level of service as required above.

Pricing for ongoing support for years 2 through 5 must be supplied on the pricing pages. Your pricing for ongoing support must include:

- Software maintenance and support, including maintenance and security patches
- Software updates/upgrades/Software subscription costs
- Hardware maintenance and support

**Ongoing Support**

**Major Outage:**
Remote response required within 30 minutes. Technician arrival on site within 4 working hours. This response interval is required 24/7/365 for areas deemed critical by Overland Park and 8:00 am to 5:00 pm, Monday through Friday and 8:00 am to 12:00 pm, Saturday for non-critical areas.

A major outage is defined as:

1) the inability for any console to make or receive calls;
2) any T-1/PRI/SIP circuit being inoperable;
3) the failure of 20% of any of the stations or trunks;
4) the failure of voice mail

**Minor Outage:**
Technician arrival on site within 8 working hours (next business day).

A minor outage is any outage that does not fall in the Major category.
✦ Provide a copy of your Service Level Agreement.

✦ Provide optional pricing for service that provides next business day parts for major outages.

✦ If your company offers managed support options, provide a description of the options available and the pricing.

✦ Identify your company’s hourly labor rate.

✦ If you have any exceptions to the requirements in the Acceptance Section, note them here and also in Section 6, Proposal and Contract Exceptions.
Section 5 - Solution Costs

Page Limit - Not Applicable

Include completed Attachments M - Q. Note that no material modifications to these forms will be allowed unless specified and submittals without these forms will be deemed incomplete. Pricing forms must be submitted in Excel format. Pricing forms submitted in another format may be disqualified.

It is the intent of the City to pay incrementally during the life of the implementation, with a portion of forty percent (40%) of project costs paid upon final acceptance for each phase. Respondents are encouraged to align pay schedules accordingly. Payment and pricing responses will be considered in the analysis of determining the best solution.

Pricing Instructions

In order to assist Vendors in the preparation of their price proposal and to comply with the requirements of this RFP, Pricing Instructions and Pricing Forms have been prepared. Vendors shall submit their price proposal on the forms in accordance with the instructions on each form and as specified herein. Do not alter the forms except for where noted, or the price proposal may be rejected. Forms are to be signed and dated where requested, by an individual who is authorized to bind the Respondent to all proposed prices. The Pricing Summary form is used to calculate the Respondent’s total firm, fixed fee price for the proposed solution and implementation Services described in the Proposal.

A. All prices must be clearly entered in dollars and cents, e.g., $24.15
B. All prices must be the actual price the City shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
C. All calculations shall be rounded to the nearest cent, i.e. .344 shall be .34 and .345 shall be .35.
D. All goods or services required or requested by the City and proposed by the Vendor at No Cost to the City must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.
E. Every blank in the pricing form shall be filled in.
F. Except as instructed on the form, nothing shall be entered on the pricing form that alters or proposes conditions or contingencies on the prices.

Attachment M - Pricing Summary Form

The Pricing Summary Form provides an overview of the proposed system pricing and ongoing maintenance costs. List all hardware and software and associated costs, including but not limited to labor, materials, shipping, installation, overtime, training, post-cutover support, and any products, and services necessary to perform a turnkey installation as specified. Overland Park shall not be liable for
additional charges that are not stated in your proposal as part of the system cost. Add lines as necessary to meet City functional and technical requirements.

The Pricing Summary Form is to be signed and dated, by an individual who is authorized to bind the Respondent to all proposed prices. The Pricing Summary form is used to calculate the Respondent’s total firm, fixed fee price for the proposed solution and implementation Services described in the Proposal.
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<td>End User Training</td>
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<td>System Administration Training</td>
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<td>Installation, Warranty, and Removal of old equipment</td>
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### Attachment N - Itemized Pricing Form - General

Provide pricing for individual proposed parts along with their respective prices, not covered by Itemized Pricing per Site forms. All items that are included as part of a package should be itemized and priced so that we can adjust our configuration as necessary and calculate the new price after adjustments. Note that it is not the City’s intent to negotiate a contract without further refining a detailed scope of work and final costs with the selected vendor. This form may be modified to meet the respective implementation plan as recommended by the Respondent to further define phased delivery and associated milestones.

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<td>$0.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Cost</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Attachment O - Itemized Pricing By Site
This document contains individual itemized pricing forms for each site found on Attachment I, Configuration Chart. On each respective site’s form, list all hardware and software and associated costs including but not limited to labor, materials, installation, overtime, post-cutover support, and any products, and services necessary to perform a turnkey installation as specified. Overland Park shall not be liable for additional charges that are not stated in your proposal as part of the system cost. Add lines as necessary to meet City functional and technical requirements.

Attachment P - Itemized Post-Cut Unit Pricing
Provide unit prices for all items listed. Items are listed as a generic type; responder should customize the list to include various models being proposed under the same general heading (switches, gateways, etc.). The items listed are not meant to be all inclusive, responder is encouraged to add items as necessary. Pricing shall be valid for one year beginning __________________________ (date of agreement execution).

The installation of a telephone must include labor to program, set and test the phone, and to patch the station and cable run. Do not include labor for providing the cable and jack associated with the phones. Installation pricing of switches, gateways, etc. should include the cost of installing and configuring the device, but not programming of individual ports.

<table>
<thead>
<tr>
<th>Item</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Install Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Switch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Gateway</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>ISDN PRI Interface Card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Attendant Console</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Telephones:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost - $0.00
The Alternate Bid Pricing Summary Form provides an overview and explanation of the proposed system pricing and ongoing maintenance costs for an alternative proposal. List all hardware and software and associated costs, including but not limited to labor, materials, shipping, installation, overtime, training, post-cutover support, and any products, and services necessary to perform a turnkey installation as specified. Overland Park shall not be liable for additional charges that are not stated in your proposal as part of the system cost. Add lines as necessary to meet City functional and technical requirements.

The Alternate Bid Pricing Summary Form is to be signed and dated, by an individual who is authorized to bind the Respondent to all proposed prices. The Pricing Summary form is used to calculate the Respondent’s total firm, fixed fee price for the proposed solution and implementation Services described in the Proposal.

<table>
<thead>
<tr>
<th>Item</th>
<th>CATEGORY</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Voice System Hardware and Software per RFP requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Voice Mail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Unified Messaging</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Call Accounting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Network Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>End User Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>System Administration Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Installation, Warranty, and Removal of old equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

**System Options**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Wireless (802.11) phone</td>
</tr>
<tr>
<td>10</td>
<td>Integration with Google Apps</td>
</tr>
<tr>
<td>11</td>
<td>Web Conferencing</td>
</tr>
<tr>
<td>12</td>
<td>Hourly Labor Rate</td>
</tr>
<tr>
<td>13</td>
<td>100' Station Cable Run - Cat 6 Plenum</td>
</tr>
<tr>
<td>14</td>
<td>150' Station Cable Run - Cat 6 Plenum</td>
</tr>
</tbody>
</table>

**Maintenance**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Annual Maintenance, Yr. 2</td>
</tr>
<tr>
<td>16</td>
<td>Software maintenance and security patches</td>
</tr>
<tr>
<td>17</td>
<td>Software updates/upgrades/Software subscription costs</td>
</tr>
<tr>
<td>18</td>
<td>Hardware maintenance and support</td>
</tr>
<tr>
<td>19</td>
<td>Other</td>
</tr>
<tr>
<td>20</td>
<td>Annual Maintenance, Yr. 3</td>
</tr>
<tr>
<td>21</td>
<td>Software maintenance and security patches</td>
</tr>
<tr>
<td>22</td>
<td>Software updates/upgrades/Software subscription costs</td>
</tr>
<tr>
<td>23</td>
<td>Hardware maintenance and support</td>
</tr>
<tr>
<td>24</td>
<td>Other</td>
</tr>
<tr>
<td>25</td>
<td>Annual Maintenance, Yr. 4</td>
</tr>
<tr>
<td>26</td>
<td>Software maintenance and security patches</td>
</tr>
<tr>
<td>27</td>
<td>Software updates/upgrades/Software subscription costs</td>
</tr>
<tr>
<td>28</td>
<td>Hardware maintenance and support</td>
</tr>
<tr>
<td>29</td>
<td>Other</td>
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<td>30</td>
<td>Annual Maintenance, Yr. 5</td>
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<tr>
<td>31</td>
<td>Software maintenance and security patches</td>
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<td>32</td>
<td>Software updates/upgrades/Software subscription costs</td>
</tr>
<tr>
<td>33</td>
<td>Hardware maintenance and support</td>
</tr>
<tr>
<td>34</td>
<td>Other</td>
</tr>
<tr>
<td>35</td>
<td>Annual Maintenance, Other Options</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>$0.00</th>
</tr>
</thead>
</table>

Describe the alternate proposal(s):
Attachment R - Alternate Bid Itemized Pricing Form

List all hardware and software and associated costs for alternate solution, including but not limited to labor, materials, installation, overtime, post-cutover support, and any products, and services necessary to perform a turnkey installation as specified. Overland Park shall not be liable for additional charges that are not stated in your proposal as part of the system cost. Add lines as necessary to meet City functional and technical requirements.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Part No.</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td>11</td>
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<td>12</td>
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<td>13</td>
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<td>14</td>
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<td>15</td>
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<td>16</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>-</td>
<td><strong>$0.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 6 - Proposal and Contract Exceptions

Page Limit - not applicable

Exceptions that the Respondent might have to any of the requirements found in this RFP or terms and conditions provided in Attachment T - Agreement for Hardware, Software and Services Purchase must be fully explained here. Exceptions noted in the body of your proposal MUST be repeated in this section. Include any features that will not operate as specified, in addition to other exceptions you may have.
Section 7 - Alternate Bids, Additional Features and Information

Page Limit - 10 pages

This section is available for Respondents to propose any other configuration, product, or service that will benefit Overland Park. If Respondent has a plan for managing future growth, or plans for future products and/or services, include that information in this section.

Pricing for any alternative proposals shall be included on Attachments Q and R Alternate Bid Pricing Forms. The format and price sheets should remain the same, standardized for easy comparison. If various options are cost effective for serving Overland Park, present them in detail in this section.

If Respondent feels there is other additional information that further differentiates your proposed solution, that information may be included in this section.

Section 8 - Other Required Forms

Page Limit - Not Applicable

Include completed copies of the following:
- Attachment A - Proposer Contact Form
- Attachment B - Proposer Signature Form
- Attachment D - References
- Attachment S - Supplier’s Certification and Authority Statement
- Attachment U - Due Diligence Questions
- Any Supplier proposed contractual documentation, including but not limited to, End User License Agreement, Software as a Service Agreement and/or Maintenance Agreement
- Proposed Project Schedule (Gantt chart view) in PDF format

Attachment A - Proposer Contact Form

The following serves to provide the primary contact person for any notifications, questions, or clarifications related to RFP response.

<table>
<thead>
<tr>
<th>Vendor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
</tbody>
</table>
Attachment B - Proposer Signature Form

I have reviewed all of the general information and specifications in the RFP, I have contacted the City regarding any needed clarifications, and have submitted this Proposal with a full understanding of the specifications.

If selected by the City as the Vendor, I agree to abide by the terms and conditions specified in this RFP.

<table>
<thead>
<tr>
<th>Company Officer Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
</tbody>
</table>

Note - if responding as a team comprised of multiple firms, this form must be completed by the primary / lead member of the responding team.

Attachment D - References

Provide a minimum of 3 references of customers using your product and implementation services. Additional references may be provided if desired.

Note - if responding as a team comprised of multiple firms, provide at least one reference for each team member and at least 3 references for the primary / lead team member. Repeat the reference table as many times as necessary based on team composition.
### Reference 1

<table>
<thead>
<tr>
<th>Reference Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Description of Products or Services Provided:</td>
<td></td>
</tr>
</tbody>
</table>

### Reference 2

<table>
<thead>
<tr>
<th>Reference Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
</tbody>
</table>
Attachment S - Supplier’s Certification and Authority Statement

The signatory party representing Respondent certifies that he/she is authorized to act as agent for: Respondent, who is tendering this Proposal in response to the City’s RFP for the VoIP Premise System Procurement & Implementation.

The prices stated in the Proposal were determined independently without consultation, communication or agreement with any non-authorized City representative, any other Respondent, or with any competitor, or for the purpose of restricting competition. Additionally, the Respondent hereby
represents and agrees as follows:

Respondent and its undersigned representatives agree that they have read the RFP for which this Proposal is being submitted, that they understand such RFP, and that this Proposal is responsive to, and complies with the instructions and conditions to the RFP.

Respondent understands and agrees that this Proposal (including any and all attachments, exhibits, and documents of Respondent referred to herein), or such parts as the City determines, in its sole discretion, to be pertinent to the agreements reached by the parties, may be included in any contract between Selected Supplier and the City covering the acquisition specified in this Proposal.

Respondent agrees to be bound by the representations, terms and conditions contained in its Proposal.

Respondent agrees that the contract provision incorporating its Proposal (or any part thereof) into the Agreement, if any, between the City and Selected Supplier shall state as follows: Contractor hereby agrees that its Proposal(s) dated ________, including any and all attachments and exhibits thereto and exhibits referred to therein, (or such parts of said Proposal which have been designated for inclusion) shall be and hereby are incorporated into this Agreement. Contractor and the City agree that any provision of this Agreement or any such Proposal (or included portion thereof) that conflicts with the preceding sentence, or seeks to exclude any portion of such Proposal (or portion thereof) from this Agreement or from any express warranty or any warranty provided by statute or implied at law, shall be void and of no force or effect.

Supplier:___________________________________________________________

By (signature):_____________________________________________________

Name (please print or type):___________________________________________

Title:________________________________________________________________

Date:______________________________________________________________

**Agreement Provisions**

**Negotiations**

The City will negotiate an agreement with the Selected Supplier proposing the solution that provides a combination of the best value and match to the City’s functional/technical requirements for an ERP Solution. The City will require that the Agreement be in substantially the form set out in [Attachment T - Agreement for Hardware, Software and Services Purchase](#). If an agreement cannot be successfully negotiated between the City and the Vendor within a reasonable time as determined by the City, the City will then attempt to negotiate an agreement with the qualified Vendor providing the next best solution. This process will continue with other Vendors until an agreement has been successfully
negotiated or the City terminates efforts to negotiate an agreement.

**Contract Language**

The Selected Supplier shall agree to the contract terms specified in *Attachment T* as a precondition to contract execution. The Selected Supplier and the City will work together to develop Exhibit A, reference in “Section I - Scope and Order of Precedence” of the Agreement, and Exhibit B, reference in “Section II - Compensation” of the Agreement. All other contract language must be substantially as shown in the Agreement template in *Attachment T* of this RFP.

**Tax Exempt**

The City is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision and proposals should be based accordingly.

**Proof of Insurance**

The Selected Supplier shall provide proof of insurance in the form, coverage, and amounts specified in *Attachment T* as a precondition to contract execution.

**Agreement Review**

Review *Attachment T - Agreement for Hardware, Software and Services Purchase*. List any exceptions to the terms and conditions contained therein. Exceptions may be considered by the City but are not guaranteed. However, for any exceptions provided following notice of intent to award, the City reserves the right to decline to consider and may elect to begin negotiating with alternate Respondents.
Attachment T - Agreement for Hardware, Software and Services Purchase

The following template shall be the basis of the Agreement between the City and the Selected Vendor.

AGREEMENT FOR HARDWARE, SOFTWARE
AND SERVICES PURCHASE

THIS AGREEMENT is made and entered into this ______ day of ______________, 201__, by and between the City of Overland Park, Kansas, hereinafter referred to as “City,” and ______________ ____________________, hereinafter referred to as “Contractor.”

SECTION I - SCOPE AND ORDER OF PRECEDENCE

Contractor shall provide to the City certain products and services as outlined in Exhibit C, a copy of which is attached hereto and incorporated by reference herein to the City’s complete satisfaction and in compliance with the Request for Proposal (RFP) in Exhibit A.

If there is a conflict among any of the Exhibits referenced above, the following order of precedence shall apply:

1. This Agreement, excluding exhibits
2. The Scope of Work (Exhibit C)
3. The RFP (Exhibit A)
4. The RFP Response (Exhibit B)

SECTION II - COMPENSATION

The City agrees to pay Contractor for all products and services as outlined in Exhibit G, a copy of which is attached hereto and incorporated by reference herein, $__________________ . The Compensation will be paid to Contractor as follows:

(Section to be completed per negotiation)

SECTION III - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties’ express written consent.
SECTION IV - TERMINATION

A. Contractor shall have the right without further obligation or liability to City:

1. to terminate the license to any product to which the applicable license fee or any portion thereof has not been paid within thirty (30) days after receipt by City of written notice from Contractor that such payment is past due; or,

2. to terminate the license for any product to which City is in material breach of its obligations under this Agreement, if City fails to remedy such breach within ninety (90) days after receipt of written notice from Contractor of such breach; or,

3. to terminate the maintenance and support services to any product to which the applicable maintenance and support fee or any portion thereof has not been paid within thirty (30) days after receipt by City of written notice from Contractor that such payment is past due. In no event shall termination of the maintenance and support services prevent the City from continuing to use, access, and benefit from the licensed products.

B. City shall have the right, at any time and without further obligation or liability to Contractor, to immediately terminate this Agreement or any part hereof as to any Product. Upon termination of this Agreement by City as to any product due to Contractor’s breach of any warranty or obligation hereunder with respect to such product, and in addition to any other remedies at law or equity available to City, City may withhold any unpaid amounts due hereunder and Contractor shall return to City all payments previously received by it with respect to such product.

SECTION V - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.

SECTION VI - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City’s administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

SECTION VII - INDEPENDENT CONTRACTOR
Contractor is an independent contractor, and as such, neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.

SECTION VIII - HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death that are caused by the Contractor and within its control and/or those that arise out of Contractor’s or any of its agents, servants and/or employees’ negligent or intentional acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work, payment therefore or termination or expiration of this Agreement shall release Contractor of its obligation under this paragraph.

In the event of any proceeding (suit, claim, or action) against City arising from allegations that the hardware, software, or services, or part thereof, furnished by Contractor (hereinafter “Product”) infringes on a U.S. patent, copyright, trade secret, intellectual property, or other proprietary right of any third-party, Contractor will, if such a proceeding does not result from modifications to the Product made by City use of any Product in combination with other products not furnished by Contractor, defend City’s right, title, or interest in the Product, at Contractor’s expense, provided City promptly notifies Contractor in writing of the allegation. Contractor shall make such defense by counsel of its own choosing, and City shall cooperate with said counsel.

In the event any Product furnished hereunder is, in Contractor’s opinion, likely to or does become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary right of a third-party, Contractor may at its option and expense, procure for City the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.

SECTION IX - NON-DISCRIMINATION AND OTHER LAWS

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry or age;

2. In all solicitations or advertisements for employees, Contractor shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by the Kansas Human Rights Commission (the “Commission”);

3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments
thereof, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The provisions of this section shall not apply if:
   a. Contractor employs fewer than four employees during the term of such contract; or
   b. If Contractor contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION X - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement for the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION XI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XII – AGREEMENT TERM
The term of this Agreement shall commence on the date above first written and shall continue in force through the two (2) year period required by the RFP (the Initial Term). Thereupon, the Agreement will renew automatically for an additional term of ________ (__) year(s) unless either party gives written notice of intent to terminate thirty (30) days prior to the date the term expires.

Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement in whole or in part, with or without cause, at any time, subject to written notice to Contractor. Upon termination, the City shall compensate Contractor for all work satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

**SECTION XIII – SUBCONTRACTORS**

Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as Contractor is for the acts and omissions of the persons it directly employs.

**SECTION XIV - INSURANCE REQUIREMENTS**

Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City and shall name the City as an additional insured on the general liability, automobile liability and cyber liability. The City shall be notified by receipt of written notice at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

A. **General Liability**
   
   General Aggregate: $2,000,000
   
   Products Completed Operations Aggregate: $2,000,000
   
   Personal & Advertising Injury: $1,000,000
   
   Each Occurrence: $1,000,000

B. **Automobile Liability**: Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than $500,000 Each Accident, Combined Single Limits, Bodily Injury, and Property Damage.

C. **Worker’s Compensation and Employer’s Liability**: This insurance shall protect Contractor against all claims under applicable state workers’ compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers’ compensation law. The policy limits shall not be less than the following:

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Workers’ Compensation: Statutory
Employer’s Liability:
- Bodily Injury by Accident: $100,000 each accident
- Bodily Injury by Disease: $500,000 policy limit
- Bodily Injury by Disease: $100,000 each employee

D. Professional Liability: Contractor shall maintain throughout the duration of this Agreement plus a minimum of three additional years, Professional Liability Insurance in an amount not less than Two Million Dollars ($2,000,000) and shall provide the City with certification thereof.

E. Cyber Liability: $1,000,000 Per Loss Including
- Information Security & Privacy Liability
- Privacy Breach Response
- PCI Costs and Fines

F. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:
1. Is authorized to do business in the State of Kansas;
2. Carries a Best’s policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating; or
4. Is a company mutually agreed upon by the City and Contractor

G. Subcontractors Insurance –

If a part of the Agreement is to be sublet, the Contractor shall either:
1. Cover all subcontractors in its insurance policies if allowed to by Contractor’s insurance carrier, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney’s fees, for bodily injury, physical property damage and/or death that arises out of a subcontractor’s or any of its agents, servants, and/or employees’ negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors.

SECTION XV – ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

SECTION XVI – CASH BASIS LAW

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The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City’s current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XVII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

(Remainder of the Page Intentionally Left Blank)
SECTION XVIII - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

________________________
Name: _______________________
Title: ________________________

____________________________________
Carl Gerlach, Mayor

____________________________________
Date

____________________________________
Date

ATTEST:

____________________________________
Marian Cook
City Clerk

APPROVED AS TO FORM:

____________________________________
Michael Koss
Assistant City Attorney II
CORPORATE ACKNOWLEDGMENT

STATE OF ___________________ )
                        ) ss.
COUNTY OF ___________________ )

BE IT REMEMBERED, That on this _____ day of _________________, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _________________________________, the ______________________________ of (Contractor), a corporation duly organized, incorporated and existing under and by virtue of the laws of ___________ who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

____________________________________________
Notary Public

My Commission Expires:

______________________________