

CITY OF POMONA
CALIFORNIA

**REQUEST FOR PROPOSAL
DIGITAL TELEPHONE SYSTEM UPGRADE
(for Police Department buildings and facilities)**

Specification # 310.6

SUBMISSION DEADLINE:

**DECEMBER 20, 2011
BY 3:00PM**

Submit To:
Purchasing Office
505 S. Garey Ave
P.O. Box 660
Pomona CA 91769

Subject: DIGITAL TELEPHONE SYSTEM UPGRADE (for Police Department Facilities)	Page No: 2
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Section A

Information to Vendors

1.0 Introduction

- A.** The City of Pomona (City) currently has an Intertel Digital PBX Hybrid Telephone system. The City wishes to upgrade a portion of the system, specifically all related phones and systems for the Pomona Police Department main building and all police satellite facilities. The successful bidder shall provide a digital phone system upgrade, including all hardware, related operating software, service, materials and maintenance, delivery, installation and facility preparation – the functional specifications which are defined in this request for proposal. In addition the successful company shall integrate the new system with the City's current Intertel system so both systems are interoperable.

- B.** The City's telephone services are now provided by Verizon and are 100% Centranet service. In many locations where there are large volumes of employees and telephones, Nortel key systems reside on groups of Centranet lines to give certain desktop functions in work groups. The key systems do not network or interface with one another. Our voicemail is central office based, as well as our call processing capabilities. We have approximately 750 Centranet lines of which we estimate that approximately 625 will be eliminated by installing shared trunks. We have approximately 330 voicemail boxes, but the number will grow with the acquisition of our own system.

1.1 Mandatory Pre-Bid Meeting:

A Mandatory Pre-Bid Meeting will be held at 2:00P.M. on December 13, 2011, at Administrative Board Room, Pomona City Hall, Second Floor, 505 S. Garey Ave, Pomona CA 91766. There will be no other job walks or conferences given at any time other than the time specified. Companies wishing to bid must have a representative present at the meeting.

1.2 Address or Deliver Proposals to (Due Date):

One signed original, four (4) copies of the proposal and attachments, and on copy on CD must be received in the Purchasing Office **before the time of 3:00pm, December 20, 2011**. Sealed proposals shall be marked "Phone System Upgrade" on the outside of the envelope and mailed or delivered to:

US Mail: City of Pomona
Purchasing Division
P.O. Box 660
Pomona, CA 91769

Hand delivery, Fedex, UPS: City of Pomona
Purchasing Division
505 South Garey Ave.
Pomona, CA 91766

The due date and time are fixed and extensions will not be granted. The City of Pomona does not recognize the U.S. Postal Service, Fedex, UPS, or any other organization as its agent for purposes of

receiving proposals. All proposals received after the deadline shown will not be considered. The City is under no obligation to return proposals.

Any questions regarding the Scope of Services should be referred to John Depolis, IT Director by e-mail: john_depolis@ci.pomona.ca.us with "Phone System Upgrade" in the "Subject" line of the e-mail. Any questions regarding the proposal process should be referred to Kennie Nicomede, Purchasing Manager at (909) 620-2381.

The contractor shall carefully examine this RFP and any addenda that may be posted on the City's website. The company shall seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all Company's via the City's website. All addenda will be numbered in sequence, dated as of the date of issue, and posted. It shall be the company's responsibility to check the City's website to determine if any addenda have been posted prior to the bid opening date.

Status of proposals is posted on the City website. No other letters or correspondence will be sent. Website address: <http://www.ci.pomona.ca.us>; Click on City Business, Click on Current Bids and RFP's.

1.3 Economy of Preparation

The proposals will consist of information provided in the format defined in Section C or this RFP. They should be prepared simply and economically, providing a straightforward and concise explanation of capabilities that will satisfy the requirements of this RFP. Technical literature, including photographs pertaining to the hardware, software and other elements of vendor support may be included in an optional third volume of the vendor's proposal. Emphasis in the proposal should be placed on completeness and clarity of content. Proposals should be prepared on standard 8-1/2 x 11-inch paper and placed in loose-leaf binders with tabs separating the major sections.

1.4 Format of Proposals

In order to expedite the evaluation of each proposal, it is mandatory that the instructions and proposal format contained in section C of this RFP is expressly followed. Any proposal that does not, in the sole opinion of the City, comply with the requirements as stated herein, may be judged non-responsive and rejected by the City from further consideration. The reply should follow the section and item structure and use the same headings.

1.5 Signed Proposals

Proposals must be signed in longhand by the bidder with his usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing proposals by corporations. Corporations must be signed with the legal name of the corporation followed by the state of incorporation and the signature of the president,

secretary or other person authorized to bind it in the matter. The name of each person signing shall be typed and printed below the signature.

1.6 Addendum to the RFP

If it becomes necessary to revise any part of this RFP, addenda to the RFP will be provided to all vendors via the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

2.1 Conditions for Request for Proposal

2.1.1 Late Proposals

Any proposal received after the due date and time specified in this RFP will not be considered and will be returned unopened.

2.1.2 Withdrawal of Proposal

Any vendor may withdraw his proposal either personally or by written request, at any time prior to the time set for the proposal opening. No proposal may be withdrawn or modified after the time set for the opening thereof, unless and until the award of the contract is delayed for a period exceeding one hundred twenty (120) days. Negligence on the part of the vendor in preparing his proposal confers no right of withdrawal or modification of this proposal after such proposal has been opened.

2.1.3 Letters of Objection

Any offeror believing that any part of the Request for Proposal, including the specifications and or the bidding and evaluation procedures, is discriminatory against the offeror or precludes the offeror from being given reasonable consideration in the procurement must submit a letter ten (10) days prior to the scheduled opening date specified in section 1.2 to the City's Purchasing Manager clearly stating the specific objection and the areas of concern to the offeror and including a proposed method of resolution of such objections. Offerors are cautioned that any such objections not timely raised in the manner specified herein shall not be considered. The City, upon timely receipt of any such letter of objection shall consider the offeror's objection and, when in the opinion of the City, a modification of the RFP shall serve the best interest of the City, revisions to this RFP, in the form of an addendum shall be issued to the offerors.

2.1.4 Rejection of Proposal

- A. The RFP does not commit the City of Pomona to award any contract. The City reserves the right at its sole discretion to reject any or all proposals without penalty, to waive irregularities in any proposals or in the bidding procedures, and to be the final judge in which is the best and lowest proposal. Any proposal which contains items not specified by this RFP and proposals received by telephone or telegraph may be considered non-responsive and may be rejected on that basis. Proposals offering less than one hundred twenty (120) days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.
- B. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed system or equipment was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Pomona or that no proposal was deemed acceptable.

2.1.5 Public Information

All Materials received relative to this RFP will become public information and be available for inspection. The City reserves the right to retain all proposals submitted whether or not the proposal was selected or judged to be responsive.

2.1.6 Vendor's Cost to Develop Proposal

Costs for developing proposals in response to this RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City of Pomona.

2.1.7 Proposed Validity Period

Submission of a proposal will signify the vendor's agreement that his proposal is valid for one hundred twenty (120) days from the date of opening.

2.1.8 News Releases

The vendor, without prior written approval of the City of Pomona, shall not make news releases pertaining to an award resulting from proposals made in response to this RFP. In addition, the successful bidder must agree to not release any advertising copy mentioning the City of Pomona or quoting the opinion of any City employee without written approval by the City of Pomona.

2.1.9 Proposed Equipment

Only new equipment currently being manufactured and which is part of the vendor's or manufacturer's standard product line will be considered. Equipment offered must be in accordance with all applicable OSHA and CAL OSHA standards. In addition, all equipment offered should be UL approved.

2.1.10 Right to Negotiate Proposals

The City of Pomona reserves the right to negotiate any price or provisions, accept any part or all parts of any and all proposals whenever in the best interest of the City and taxpaying public. Offerors are encouraged to submit their best prices in their proposals. The City intends to negotiate with the vendor deemed to be the lowest responsible bidder.

2.1.11 Pricing Consideration

Maintenance rate increases shall only be permitted upon written notice by January 15 to be effective July 1 of each year to assist the City in planning and preparing the budget for the next fiscal year. Vendors should stipulate in their proposal an upper limit percentage beyond which maintenance rates will not be increased in any fiscal year.

An estimate of maintenance costs for the first five years must be included with the proposal. Any proposals that do not address these maintenance costs may be considered non-responsive.

2.2 Payments

Payments shall not be made until after the successful completion of the acceptance test. The Date of Acceptance shall be the first day following the completion of successful acceptance test period. The initial twelve (12) month period of the term of the contract shall start on the "date of acceptance". All equipment rentals, all warranty periods, and license fees shall start on the date of acceptance. The maintenance service shall commence ninety (90) days from the date of acceptance.

All payments to the vendor shall be remitted by mail. California State sales tax (8.75%), where applicable shall be paid by the City and shall be included in cost sheets. Any other taxes, tariffs, or duties shall be the responsibility of the vendor.

2.3 References

The vendor shall submit with his proposal with a list of names, addresses, and telephone numbers of local users of systems similar to that proposed to the City of Pomona. A survey of vendor preferences will be made to determine among other things, the service availability for vendor equipment currently installed at referenced customer locations. If average system availability levels are found to be less than ninety-nine percent (99%) operational time, the proposal may be eliminated from further consideration.

2.4 Background information

As the vendor is required to integrate the new upgrade with the City's current Intertel phone system so both systems are interoperable, the vendor shall have prior experience installing and maintaining Intertel digital telephone systems. Vendors must submit three references of companies in which they are currently maintaining Intertel digital telephone systems, include company name, address, contact name, phone number, and number of years maintaining Intertel phone system.

2.5 Vendor Responsibility

The selected vendor will be required to assume responsibility for delivery, installation, facility modifications, and maintenance of all equipment, software, and support services proposed.

The vendor shall maintain full shipping and liability insurance coverage on the system and all its components until the vendor has successfully completed the acceptance test. The vendor shall be responsible for and pay all royalties and license fees.

2.6 Performance Bond

The successful vendor shall be required to execute a surety bond with a California State Licensed surety company as surety in the following penal sum:

Performance Clause – 50% of contract sum

2.7 Permits and Licenses

The successful bidder and all of his employees or agents shall secure and maintain in force such licenses and law, including a City of Pomona business license as required. All operations and materials shall be fully in accordance with all applicable laws.

Subject: DIGITAL TELEPHONE SYSTEM UPGRADE (for Police Department Facilities)	Page No: 8
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2.8 Subcontractors

All proposals submitted shall include a listing of names and addresses of all subcontractors the bidder proposes to utilize in fulfilling his contract obligations. The listing shall include description of the work to be performed. The bidder understands that all work undertaken by a subcontractor shall be his responsibility and liability.

2.9 Allocation of fund

It is understood that the contract shall be deemed executory only to the extent of the funds available and approved by the Pomona City Council.

2.10 Evaluation Process

The City of Pomona will review and evaluate all proposals after formal receipt. To receive proper consideration the proposals should meet the minimum requirements of the RFP and should be presented in the prescribed format specified in Section C. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the vendor's written proposal. In other words, advantages, which are not stated, will not be considered in the evaluation process.

Award of contract shall be at the sole discretion of the City. It is the intent to make an award to one vendor for all requirements. Award will be made to the lowest responsible vendor whose proposal is determined to be the most advantageous to the City, taking into consideration the least total cost, and an analysis of vendor responsiveness to the RFP. In addition, the City will also review the company's ability to provide a recording application process (such as tracer) for the two Pri's in the Police Department.

Proposals meeting the requirements of the RFP will be evaluated principally in the following areas: Cost, degree of meeting system specifications, response time, total system reliability, maintenance support, past performance on installing similar systems, present user satisfaction, demonstrated capability for system expansion and upgrading, financial credibility of vendor, which system in the aggregate the City determines to be the most cost effective. The City reserves the right to accept any quantities less than those specified in the proposal at the prices offered, unless the vendor indicates otherwise in his proposal. The City may select, negotiate with, and enter into a contract with a vendor who is determined by the City to provide goods and/or services, which are in the best interest of the City. The City may agree to such terms and conditions as it may determine to be in its best interest.

The City's current carrier for local and long distance service, in addition to computer network circuits, is Verizon.

2.10.1 Oral Presentations

Presentations by the vendors in contention for award may be required. Purpose of the sessions will be to demonstrate capabilities of the system, and to clarify vendor's RFP responses.

2.10.2 Demonstration

A demonstration of a system comparable to the one proposed by the vendor may be required by the City to verify system performance or to compare offeror's system to those of other competitors. All transportation, meals and lodging costs for City employees associated with any demonstration or sales presentation shall be the sole responsibility of the City. Any attempt by any vendor to reimburse a City employee for any costs, the offering of any rebate or gift shall result in declaring such a vendor to be an irresponsible bidder and will result in the rejection of his proposal.

2.11 Warranty

The City will expect the vendor to warrant the system and all parts thereof and all goods and services to be free of defects in materials and workmanship for a minimum period of one (1) year following the acceptance of the system. The vendor shall include copies of all warranties.

2.12 Commitments and Representation

If a contract is awarded as a result of this procurement process, any verbal or written commitment, whether or not incorporated into a contract document made by the offeror (including offeror's authorized sales representative), shall be binding upon the offeror. A commitment shall include, but not necessarily be limited to:

- A. Any warranty or representation made by an offeror in his proposal as to hardware or software performance, any other physical design, functional characteristics or items described in any literature, descriptions, drawings or specifications accompanying or referred to in proposal.
- B. Any modification of, affirmation or representation as to the above, which is made by an offeror in or during a course of negotiations.
- C. Any representation by a contractor in a proposal supporting documentation or negotiations as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Award of the contract.

Award of any contract arising from any proposal submitted as a result of this RFP shall be made by the Pomona City Council as prescribed by City Ordinances and Codes.

2.14 The Contract

In order to be considered vendors must adhere to mandatory contractual provisions contained in Section D of this RFP. Pure form or standard vendor contracts will not be considered. In the event of a dispute of a contractual matter, this RFP will take precedence over a vendor's response, with the exception of instances wherein the vendor has specifically stated that he has no intention of providing that function.

3.0 Required Upgrade Equipment & Services

Existing System:

The Police Department building and satellite facilities currently have the Intertel Digital PBX with voice mail and recording capabilities. The Police Department Intertel Digital PBX Telephone System will be replaced, however the new system must integrate with the City Hall, Library, City and Park yard, etc. Intertel telephone systems.

Required Upgrade Equipment & Services:

Price proposals shall include a separate price for each police facility listed including equipment and services. Costs shall also include professional services for project coordination, programming, training and deployment of VOIP, and ensuring interoperability of the new system with the City's Intertel phone system currently servicing all other City facilities.

The following is a representation of the upgrade solution that will accomplish the City's goal. As Inter-Tel is no longer being manufactured, the City has provided "Shoretel" models and part numbers to provide an example of the quality and performance standards expected from the equipment. The City is open to all manufacturers that meet the same quality and performance standards as the Shoretel brand, however it must be compatible and interoperable with the InterTel system.

Police Department Main Building – 490 W. Mission Blvd

Line #	Qty	Model Number	Description
			HARDWARE:
1	2	A019.6823	Shoretel Shoregear 220A T1 and voice SW
2	2	A019.6810	Shoretel Shoregear 24A S/L Voice Switch
3	1	E019.6802	Shoretel Shoregear (k) T1/PRI 9.5 wide
4	2	W019.2001	Shoretel Rack Tray for 1/2 with switches
			SOFTWARE:
5	95	B019.6800	Shoretel Extension & Mailbox license
6	45	B019.6801	Shoretel Extension only license
7	95	B019.6805	Shoretel Personal Call Manager Software
8	1	B019.6806	Shoretel Operator Call Manager software
9	1	B810.1000	Vonetco Remote Administration Software and server monitoring
10	1	B810.1001	1 year subscription server security
			IP PHONE UPGRADE:
11	2	G019.6742	Shoretel Shorephone IP 265 Black color
12	93	G019.6775	Shoretel Shorephone IP 230 Black color
			PROFESSIONAL SERVICES AND PARTNER SUPPORT:
13			1 Year Gold + Partner Support per Master Warranty and Support Agreement
14			Days professional services to install, program system database and cross connect analog lines
15			Days Professional Services Onsite end user training
16			Days Project Management/ Conference Calls
17			Days Professional Services Onsite for Go-live and follow-up

Traffic Office – 100 W. Commercial

Line #	Qty	Model Number	Description
			HARDWARE:
1	1	A019.6803	Shoretel Shoregear 30 Voice Switch
2	1	W019.2001	Shoretel Rack Tray for 1/2 with switches
			SOFTWARE:
3	14	B019.6800	Shoretel Extension & Mailbox license
4	14	B019.6805	Shoretel Personal Call Manager Software
5	1	B019.9802	Shoretel Additional Site License
			IP PHONE UPGRADE:
6	14	G019.6775	Shoretel Shorephone IP 230 Black color
			PROFESSIONAL SERVICES AND PARTNER SUPPORT:
7			1 Year Gold + Partner Support per Master Warranty and Support Agreement
8			Days professional services to install, program system database

Training Center – 1702 East First

Line #	Qty	Model Number	Description
			HARDWARE:
1	1	A019.6803	Shoretel Shoregear 30 Voice Switch
2	1	W019.2001	Shoretel Rack Tray for 1/2 with switches
			SOFTWARE:
3	13	B019.6800	Shoretel Extension & Mailbox license
4	13	B019.6805	Shoretel Personal Call Manager Software
5	1	B019.9802	Shoretel Additional Site License
			IP PHONE UPGRADE:
6	13	G019.6775	Shoretel Shorephone IP 230 Black color
			PROFESSIONAL SERVICES AND PARTNER SUPPORT:
7			1 Year Gold + Partner Support per Master Warranty and Support Agreement
8			Days professional services to install, program system database

Ponderosa – “505 S. Garey Ave”

Line #	Qty	Model Number	Description
			HARDWARE:
1	1	A019.6803	Shoretel Shoregear 30 Voice Switch
2	1	W019.2001	Shoretel Rack Tray for 1/2 with switches
			SOFTWARE:
3	12	B019.6800	Shoretel Extension & Mailbox license
4	12	B019.6805	Shoretel Personal Call Manager Software
5	1	B019.9802	Shoretel Additional Site License
			IP PHONE UPGRADE:
6	12	G019.6775	Shoretel Shorephone IP 230 Black color
7	12	P019.6800	Shoretel IP Power Adapter
			PROFESSIONAL SERVICES AND PARTNER SUPPORT:
8			1 Year Gold + Partner Support per Master Warranty and Support Agreement
9			Days professional services to install, program system database

Narcotics – “100 West Commercial”

Line #	Qty	Model Number	Description
			SOFTWARE:
1	7	B019.6800	Shoretel Extension & Mailbox License
2	7	B019.6805	Shoretel Personal Call Manager Software
3	1	B019.9802	Shoretel Additional Site License
			IP PHONE UPGRADE:
4	7	G019.6775	Shoretel Shorephone IP 230 Black color
5	7	P019.6800	Shoretel IP Power Adapter
			PROFESSIONAL SERVICES AND PARTNER SUPPORT:
6			1 Year Gold + Partner Support per Master Warranty and Support Agreement
7			Days professional services to install, program system database

Tracer Upgrade

Line #	Qty	Model Number	Description
			OAISYS HARDWARE/ SOFTWARE:
1	1		Microsoft Windows OS: Provides optional Windows Server 2008 software for those installation sites preferring or requiring this server operating system. Please Note: Microsoft Windows Server 2003 OS software is mandatory to integrate Talkument or Tracer into certain communications environments. Includes VoIP Recording Engine, enabling IP call recording with any standards-based IP communications system and active recording services offered with the ShoreTel communications platform.
2	1		Standard Server Replacement Kit: Provides Standard server hardware, 1-year of server warranty, data transfer services, license transfer services and 1 additional year of OAISYS Diamond Support. Does not include software licenses.
			SHORTEL SOFTWARE:
3	1	B019.9870	Shoretel TAPI Application server license
			PROFESSIONAL SERVICES:
4			Upgrade Existing Tracer

Optional Maintenance Costs

Line #	Qty	Model Number	Description
1	1		Upon successful installation and integration of the new system into the existing InterTel system, City requests a proposal to provide 1 Year Gold + Partner Support per Master Warranty and Support Agreement for the Intertel System.

Pomona Police Department: The proposed system will need to interface with our 911 system. In addition to the 911 lines, the current system has eight (8) additional Centranet analog lines in rotary that ring on the 911 system's Vesta Consoles for non-emergency calls. The proposed system must account for these eight (8) lines, and provide for them in the proposal. In the interest of public safety, special consideration will be given to a vendor that has established experience working with a 911 interface. Such experience should be outlined within the proposal.

The proposed system will interface with the Police Department's current call recording equipment. Our current equipment is an Audiolog Voice Recorder manufactured by Stancil. The equipment records all calls to each of the 8 positions in the Dispatch Center (Vesta 911 Consoles) as well as 12 designated

extensions. In addition, the current equipment records all traffic on 6 radio frequencies, for a total of 26 channels of recording capability.

If new equipment is proposed, please specify if all current recording can be handled on new equipment, including radio frequencies. Describe necessary interfaces to each of the existing systems (radio and 911 systems). Include storage capacity, procedure for reviewing/retrieving call information, and archiving old information.

4.1 Installation

Unless otherwise stipulated, the vendor shall provide for all materials, labor, tools, equipment, transportation, and other services necessary for the performance and completion of the work. The vendor shall verify conditions at the buildings, particularly door openings and passages, to advise the City of any equipment which may be too bulky for existing facilities and to arrange for proper handling for installation. All items of equipment, including wire and cable shall be designed by the contractor to operate as a complete system. All work and materials must comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction. In the event that any conditions or these specifications violate any applicable code, law or ordinance, then such code law or ordinance shall prevail.

All equipment installed shall be firmly held in place by fastening and or supports, which are adequate to support their loads with ample safety factor. Distribution terminals, key equipment, power supplies etc. shall be installed in protected areas or closets.

Cut Over from old system to new system must be in phases which will allow the Police Department to operate in normal business mode, while 911 systems cannot be compromised.

4.1.2 Vendor Personnel and Supervision

The vendor shall keep a competent installation supervisor at the job site during installation of the system. The contractor will be responsible to see that all his personnel abide by the City of Pomona's building security regulations, safety standard; shall conduct their work operations in such a way as to safeguard the City's personnel equipment and property. The City of Pomona reserves the right to demand the removal of any vendor employee who is deemed unacceptable. Personnel may be subject to background checks.

4.1.3 Changes in scope of work, increase/decrease

No changes shall be made, alterations, modifications, deviations, nor extra orders be recognized or paid for except upon the written order of the City of Pomona Telecommunications Coordinator and the City of Pomona Purchasing Manager.

4.1.4 Vendor Responsibility

The vendor shall be responsible for any damage to the floors, ceilings, walls etc., which is caused by his personnel or equipment during the installation and will also be responsible for the removal of all his debris (daily). This will include subcontractors, if any hired by the vendor to work on the City's premises.

4.1.5 Inspection

All work, materials, supplies, and equipment shall be subject to inspection at any time by representatives of the City. All materials and work not conforming to the City requirements shall be subject to rejection. All rejected work or materials shall be immediately replaced to conform to the City requirements, without additional cost to the City.

4.2 Acceptance Test

Prior to final acceptance of the system by the City, the vendor shall perform a complete systems test under the supervision of the City. The vendor shall furnish all necessary test equipment and perform all work required to determine or modify the performance of the system to meet the specified functions. This work shall include but not be limited to the following:

- A. Complete test of all functions at each station location
- B. Adjustment of all equipment components for optimum quality of operation
- C. A running ongoing test of the complete system under high traffic loads, and period power failures will be required for a thirty (30) day period before final acceptance of the system will be given. No

system failures will be allowed during the test period. In the event of a failure of the system, the system shall be repaired and the thirty (30) day test period will start over.

Subject: DIGITAL TELEPHONE SYSTEM UPGRADE (for Police Department Facilities)	Page No: 16
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- D Provide City personnel with complete instructions in the proper operation of the system, by qualified representatives of the installer at a time suitable to the City of Pomona. Such instruction shall include training of station users and console attendants.

4.3 Maintenance

Maintenance services (preventative and remedial) shall be provided as part of any contract resulting from this RFP for all components (hardware and software) purchased by the City. The maintenance/service agreement shall be for a period of twelve (12) months, from July 1st to June 30th to correspond with the beginning and end of the City's fiscal cycle. Such a maintenance agreement shall not start until the initial installation warranty is exhausted. In the event that there is a lapse in time from the end of the installation warranty, and the beginning of the next fiscal cycle, the vendor shall charge the City a monthly rate for maintenance based on the annualized cost of the maintenance agreement.

In the event that the vendor sees the need to increase the maintenance contract rates, the City must be notified in writing of such an increase by January 15th, prior to the renewal of the maintenance agreement. This notification is necessary to allow the increase to be planned for in our budgeting process.

The maintenance agreement shall allow for twenty-four (24) hours a day, seven (7) days per week service. The vendor shall make available the necessary service and parts to maintain the equipment in good operating condition during the contract period. All components must be updated with the latest engineering changes and modifications required for the system performance, safety, and reliability at no additional charge to the City through the term of the contract, providing that the City has had continuous maintenance agreement for the equipment.

4.3.1 Preventative Maintenance

Preventative maintenance shall be performed and scheduled during working hours, Monday through Thursday unless otherwise determined by mutual agreement of the City and the contractor. The frequency and duration of the preventative maintenance shall be in accordance with the contractor's current published policy for such equipment.

4.3.2 Remedial On-Call Maintenance- Emergency Response Time

Required on-call maintenance shall be available (7) days a week, twenty four (24) hours per day. All requests for such on-call maintenance shall be the contractor's first priority, and shall be responded to by the contractor with in one (1) hour from the initial request for maintenance.

4.3.3 On Site Maintenance Equipment

All necessary equipment for maintenance of the system on site, (i.e. hardware/software etc) must be included in the proposal.

4.3.4 Maintenance Area and Facilities

The City shall provide at its expense for use by the contractor's maintenance personnel, reasonable accessibility to the equipment, adequate working and storage space and facilities as may be needed by the contractor in order to provide proper maintenance service equipment.

4.3.5 Maintenance Replacement Parts

Maintenance replacement parts shall be new or used parts which are warranted to be equivalent to "new" in performance. Parts replaced shall become the property of the City.

Section C

Proposal Format

5.1.1 Cover Letter

A letter of introduction, approximately one page in length, including the name, address, and telephone number of the person(s) to contact who will be authorized to represent your firm. This letter shall be signed by an officer of the vendor firm authorized to bind the firm in all commitments made in the proposal.

5.1.1 Proposed Equipment & Services, and Prices

The format for equipment and services prices shall conform with the equipment and services listed on page 15-17 of this RFP.

Equipment Listing- Provide a complete listing of all equipment necessary to meet the specification for the proposed system. The listing shall include, but not be limited to, all items necessary for maintenance, cost allocation, system redundancy, and remote access. In addition, the electrical power requirement for each item must be specified.

Integration and Maintenance Services- The City of Pomona will require system integration of the new Police Department Telephone system to be completely Integrated with the other City facilities (City Hall, Library, Park and City yards. This includes voice mail, Telephone station functions, and as many Station functions as deemed acceptable.

Telephone Maintenance service includes periodic preventative maintenance (including testing, cleaning, lubricating, replacement of maintenance parts and adjusting), based on specific needs of the individual machines as determined by the contractor who agrees to keep the equipment in good working order, and unscheduled maintenance and repair when the equipment is not functioning properly.

Contractor will provide and bear all cost of labor and parts under this agreement. Maintenance will include replacement of parts deemed necessary by the contractor or the City of Pomona. All parts will be new standard parts or parts of equal quality.

The contractor agrees to provide maintenance service to the City twenty-four (24) hours per day seven (7) days per week.

Service Response- The contractor agrees that a qualified service engineer will respond within one (1) hour of notification by the City of equipment malfunction.

The contractor further agrees that a qualified engineer shall appear at the City's communications center to repair any malfunctioning equipment within two (2) contracted maintenance hours of the original telephone call notifying the contractor of the problem.

The contractor further agrees that if the malfunctioning equipment is not repaired within four (4) hours of the original telephone notification of the problem by the City, it shall either provide other equipment, or some other method to provide phone service to the City until the malfunctioning equipment can be either repaired or replaced.

5.1.2 References

The vendor shall supply the name, address, contact name and telephone number of local user of systems similar to that proposed for the City of Pomona.

5.1.3 Background information

a) Please supply a financial statement and corporate background information.

b) Please describe your company's experience maintaining an Intertel digital phone system. The vendor shall supply the name, address, contact name, telephone number, and years of service of Intertel customers currently under maintenance for their digital phone system.

5.1.4 Provide a Delivery & Implementation Schedule

5.1.5 Form: Minority Business Questionnaire

5.1.6 Form: Statement of Non-Collusion by CONTRACTOR

5.1.7 Form: Agreement For Indemnification By CONTRACTOR/Vendor And Acceptance And Acknowledgment Of Procurement Practices Of The City Of Pomona

5.1.8 Subcontractors - Supply a listing of all subcontractors your firm may utilize.

5.1.9 Warranty - Supply a detailed explanation of warranties and guarantees of systems proposed. Include copies of all applicable warranties.

City of Pomona - MINORITY BUSINESS QUESTIONNAIRE

Date _____

Name of Business _____

Division or Subsidiary, if applicable

Business Address

Telephone No.

Contact Person _____

Title

Type of Business:

Non Profit	[	]
Sole Proprietorship	[	]
Partnership - General	[	]
- Limited	[	]
Corporation	[	]

Is the business 51% or more owned by:

American Indian	[	]
Asian	[	]
Black	[	]
Hispanic	[	]
Female	[	]
Other _____	[	]
(Please specify)		

Prepared By: _____

Title: _____

For more information, contact Purchasing Division, City of Pomona, (909) 620-2381.

City of Pomona - Statement of Non-Collusion by Contractor

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or any thing of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona either currently or within the last two (2) years; or is related to any officer or employee of the City by blood or marriage within the third degree.
- j. That no offer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on _____ at _____ California.

(Date)

(Location)

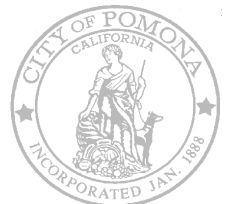
Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____



**AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR AND ACCEPTANCE AND
ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE CITY OF POMONA**

The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and hold the City of Pomona harmless for claims or losses arising from or connection with the contracting party's work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim or lawsuit, the City of Pomona is requiring that contracting parties who perform services for the City sign this letter. This letter will act as and become a part of each Contract/Purchase Order between the City of Pomona and the contracting parties signing the letter for the period of _____ to _____.

In consideration of the opportunity of doing work for the City of Pomona and benefits to be received thereby, the contracting party to this agreement agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a contract, this Letter Agreement is to be considered part of that contract.
2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of Pomona, and any officer, employee or agent, there of harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officer, employees and agents of the City of Pomona), and for injury or damage to or destruction of property (including property of the City of Pomona), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides: "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of Pomona to the contracting party to this letter while this Agreement is in force.
4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bid the contractor/vendor to all terms and conditions of this Agreement.
5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of Pomona and contracting party agree to advise its successors or assignees of this agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin, such assignment shall not be effective without the written consent of the City of Pomona.
6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this Agreement is in force.
7. In the event that this Agreement, contract or purchase order is entered into with the Pomona Community Redevelopment Agency, wherever the term "City of Pomona" is indicated it shall also be applicable to the Pomona Community Redevelopment Agency.

This letter Agreement cannot be modified or changed without the express written consent of the City of Attorney of the City of Pomona.

On behalf of _____
(Name of Contractor or Vendor)

(Address)

I agree to the terms of this Letter Agreement

Name _____ Title _____
(Manager, Owner, or Officer of Company)

This Agreement is to be returned to: City of Pomona Purchasing Department, P. O. Box 660, Pomona, CA 91769

Section D

Exhibit I

City of Pomona Digital PBX Upgrade Project (for Police facilities), Spec No. 310.6				
Feature Summary				
<i>(Answer Yes or No in the space indicated if the proposed system contains the feature listed. Also provide the cost for each feature.)</i>				
Letter	Feature	Cost for Feature	Yes	No
Voicemail System				
A	One mailbox per Station			
B	User Assigned Password			
C	3 Minute Messages			
D	Messages Saved/Erased			
E	User Define Distribution Lists			
F	Pause, Forward, Rewind during message retrieval			
G	Cascade notification of messages waiting			
H	Allow Un-Delete of Messages			
I	Allow cancel/recall of unheard voicemail messages			
J	Change Playback Sequence			
K	Capture Caller ID in message			
L	Drive visual Message waiting indicator			
Telephone System Administrator Functions				
A	Day/Night Mode			
B	Set System Time			
C	Program System Speed Dial			
D	Receive and Clear Alarms			
E	Program User Names			
F	Program Station Extensions			
G	Program Do Not Disturb Messages			
H	Program Station Toll Restriction			
I	Program Trunk Access and Ring in			
J	Create Voicemail Boxes			
K	Created Forwarding to Voice Mail			
L	Create System Distribution Lists			
M	Create and Change Call Processing Trees			
Telephone Station Features				
A	Direct Outward Dial			
B	Direct Inward Dial			
C	Call Transfer			
D	Transfer to Hold			
E	Call Pickup, Directed			
E.1	Call Pickup, Group			
F	Call Forwarding			
G	System Speed Dial			
H	Station Speed Dial			
I	Conference Calls			
J	Station Queuing			
K	Trunk Queuing			
L	Station Hunting			
M	Station Toll Restriction			

City of Pomona Digital PBX Upgrade Project (for Police facilities), Spec No. 310.6				
Feature Summary				
<i>(Answer Yes or No in the space indicated if the proposed system contains the feature listed. Also provide the cost for each feature.)</i>				
Letter	Feature	Cost for Feature		Yes / No
N	Paging			
O	Directories			
P	Background Music			
Q	Music/Message on Hold			
R	Change Language			
S	Do not Disturb			
T	Do not Disturb Messages			
U	Mute Key			
V	Last Number Redial			
W	Selectable Ring Tones			
X	Remote Feature Programming			
Y	Group Listen			
Z	Call Park/Park Orbit			
AA	Intercom Groups			
BB	Camp on			
Telephone System Features				
A	Flexible Numbering Plan			
B	Caller ID			
C	Direct Inward Dialing			
D	Power Failure Backup			
E	Open Architecture Interface			
F	Desktop Computer Interface			
G	Database Battery Backup			
H	ANI/DNIS Support			
I	ACD Capability			
J	ACD Place in Queue			
K	Primary Rate Interface Capability			
L	Toll Restriction, by Area Code and Number Dialed			
M	Multi-Level Class of Service			
N	Station Hunting			
O	Automatic Ring Down Service			
P	CPU Failure Transfer			
Q	Remote Access For Maintenance			
Networking				
A	BLF/DSS Support at remote locations			
B	Passing Caller ID, ANI/DNIS/ DID information to remote locations			
C	Handsfree Answer for Intercom at remote locations			
D	Camp on			
E	Automatic Route Selection			
F	Integrated Extension Directories			
G	Network Optimization			
H	Centralized Voicemail/ Unified Messaging			
I	Distributed Voicemail Units			
J	Built In SMDR Output			
K	Centralized CTI Applications			

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT (hereinafter referred to as AGREEMENT) by and between the CITY OF POMONA, hereinafter referred to as the "CITY," and _____, a _____ Corporation, hereinafter referred to as "CONSULTANT", is entered into this ____ day of _____, 2011.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to perform consulting services for CITY.

WHEREAS, CONSULTANT represents that the principal representative is authorized to enter into this agreement on behalf of CONSULTANT and CONSULTANT is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.** The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
(909) 620-_____

B. The principal representative of the CONSULTANT shall be:

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

2. **RETENTION.** The CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated.

3. **SCOPE OF SERVICES.** The scope of such services is set forth in the attached Scope of Work, which is made Exhibit "A" to this Agreement.

4. **COMPENSATION.** The CITY agrees to pay CONSULTANT for the above-stated services, as set forth in the aforementioned attached Scope of Work. CONSULTANT agrees that fees for services shall not exceed the authorized amount of \$XXXXX.XX as set forth in the fee schedule, Exhibit "B" attached hereto, unless the CITY has given specific advance approval in writing.

5. **TERM.** The term of this Agreement shall commence on the date first mentioned above and shall continue until (either: "until the scope of work is completed" or a specific date).

6. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. As such, CONSULTANT shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.

7. **PERS ELIGIBILITY INDEMNITY.** In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

8. **ECONOMIC INTEREST STATEMENT.** CONSULTANT hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by CITY hereunder, CONSULTANT is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work. The extent of CONSULTANTS disclosure requirements is set forth in the written determination of the City Manager of CITY, attached hereto as Exhibit "C."

9. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder.

B. **INSURANCE.** CONSULTANT shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "D" attached hereto.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents or other written material developed by CONSULTANT in the performance of this AGREEMENT shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such Material shall not be the subject of a copyright application by CONSULTANT. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONSULTANT for such use.

11. **CONFIDENTIALITY.** Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination

of this AGREEMENT. CONSULTANT's covenant under this Section shall survive the termination of this AGREEMENT.

12. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONSULTANT may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT shall be paid only the total amount equal to the service CONSULTANT has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service CONSULTANT has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **STANDARD.** CONSULTANT agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are the CONSULTANT'S entire responsibilities and the CITY'S exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. **RESOLUTION OF DISPUTES.**

- A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **FORCE MAJEURE.** The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex,

marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

21. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits "A," "B," "C" and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF this Agreement is entered into by the parties hereto on the date first above written.

ATTEST:

THE CITY OF POMONA

City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

CONSULTANT

City Attorney

By: _____
Its

Date: _____

Approved by City Council on _____

EXHIBIT "C"

WRITTEN DETERMINATION

I, Linda Lowry, City Manager of CITY has made the following determination with regard to CONTRACTOR'S requirements to disclose economic interest pursuant to the Conflict of Interest Code adopted by CITY:

- ☐ CONTRACTOR shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I)

I have determined that CONTRACTOR has been hired to perform a range of duties that are limited in scope and thus CONTRACTOR is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, I have determined that CONTRACTOR need only provide economic interest disclosure under the following categories:

- ☐ CATEGORY II: Business interests and Investments

- ☐ CATEGORY III: Supply Sources

- ☐ CATEGORY IV: Contractors

- ☐ CATEGORY V: Financial Institutions

- ☐ CATEGORY VI: Geographic location

A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

- ☒ Disclosure requirements are not applicable to CONTRACTOR.

Date: _____

Linda Lowry, City Manager

DESIGNATED EMPLOYEES CATEGORIES

CATEGORY I	Must report all investments, interests in real property and income from real property located within the City of Pomona.
CATEGORY II	Must report all investments, interests and income in any business entity in which the person is a director, officer, partner, trustee, employee, or hold any position of management. Financial interests are reportable only if located within or subject to the jurisdiction at any time during the two years prior to the filing of the statement.
CATEGORY III	(Supply Sources) Includes investments and income included in Category II in business entities which manufacture or sell supplies, machinery or equipment of the type utilized by the City.
CATEGORY IV	(Contractors) Includes investments and income included in Category II in business entities described therein, if such business entities are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City.
CATEGORY V	(Financial Institutions) Includes investments and income included in Category II in business entities described therein, if such business entities constitute banks, savings and loan associations, insurance companies, investment companies, title companies, financial consultants or data processing firms.
CATEGORY VI	Includes disclosure of property interests and income of Categories I and II, but limited to the jurisdiction of the respective board or commission and five-hundred feet contiguous thereto.

EXHIBIT D

The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTOR's shall be non-contributory.

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
----	------------------------------------	-------------

The CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.