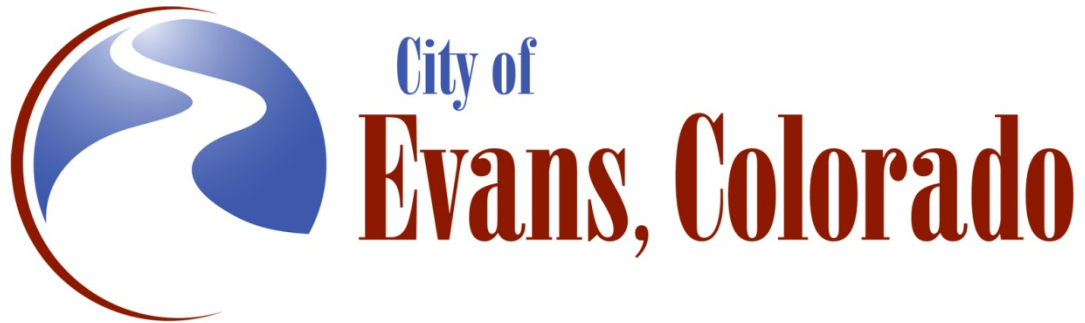




City of Evans
Information Technology Department

Request for Proposals
Phone System Upgrade

RFP Closing Date: September 20, 2013

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I. Introduction

Executive Summary

The City of Evans, Colorado is seeking proposals from qualified contractors to provide a new Telephone System for the City of Evans.

The City is anticipating replacement of approximately 80 – 100 telephones across 3 sites.

The project budget is \$75,000.00

Interested parties must submit a written proposal to perform the **Project Objectives and Scope of Services** as outlined below in **Section II**. Alternative methods proposed by the Consultant shall be clearly labeled as such with a description of the proposed alternative methodology and associated pricing.

The final date for submittal of a brief written proposal shall be **Friday, September 20, 2013 at 4:00 p.m. MST**, (Mountain Standard Time, our clock). Six (6) hard copies of proposal statements should be submitted as well as an email submission. The length of the proposal is limited to 30 pages.

The City of Evans has the right, in its sole and absolute discretion, to reject any proposals. The City of Evans has the right to modify any of the information provided with this request for proposal and the City has the right to provide the candidate firms with additional information at any time during the selection process.

The candidate firm shall review this Request for Proposal and all materials provided with this RFP, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the City of Evans shall in no event be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.

A standard formal agreement will be executed between the Consultant and the City. A copy of the City's standard professional services agreement is included in *Attachment A* for reference. By submitting a proposal, the Consultant agrees to sign and be bound by the terms of the attached agreement. The contract will be awarded on the basis of professional qualifications, experience with similar projects, price and other factors.

Current System

The City of Evans is currently running a Vodavi DVX Plus phone system with voicemail located in our main office at the city Community Center (1100 37th St, Evans, CO, 80620) and supports the main office as well as two remote sites. The two remote sites (Waste Water and Parks & Fleet Maintenance Facilities) are connected to the main office via point-to-point VPN over commercial internet connections and currently have independent commercial phone systems. Each site contains a simple class C subnet. Switches at each site are older HP Procurve or Dell PowerEdge switches. There is currently no power over Ethernet or VLANs at any site. Current equipment breakdown is detailed below.

Server and Controller Information

- Vodavi DVX Plus

Phone Set Information

- Vodavi infiniate

ACD Information

- 3 Queues
- 4 – 6 Agents

Phone Numbers and DID Information

- Main site – DylA PRI + 1.5 Mbps Data and 6 analog lines
- Waste Water – 3 analog lines
- Parks and Fleet Maintenance – 5 analog lines

II. Project Objectives and Scope of Services

System Design Requirements

The replacement system for the City of Evans must address the goals and expectations for feature, functionality, selection, implementation and on-going operation outlined in this section. In your proposal, please describe how your system can support the goals and needs for the City of Evans.

Telephone systems are sought that will support 3-4 sites based upon the same hardware, operating system and application software. All City of Evans users will have 4-digit dialing (with a uniform dial plan) between physical sites with shared access to all common system resources and a centralized and synchronized system database.

The City's voice systems must be configured for high reliability to protect against service outage. All equipment housed in the network computer room and telephone room within the Community Center is adequately backed by an emergency power generator.

The goals and expectations for the selection, implementation, and on-going operation of new telephone systems are identified and outlined in the following sections.

System Features and Capabilities

In your proposal, please provide detailed information about your solution and describe the features and recommended use, to include:

- Telephone set models supported by your solution and recommended for use
- Features available (or not available) with supported phones
- How phones are programmed administratively and by the end user for use with your solution
- System capacity and scalability
 - Phone sets
 - Voicemail boxes
 - ACD Agents
 - ACD Queues
 - Simultaneous incoming & outgoing line capability
- Mobility solutions for teleworking staff, field staff, etc.

The replacement solution for the City of Evans must include the following system features. Please provide an overview of your system capabilities to include descriptions of how it supports the following requirements:

- Call pickup for a department or group
- Call pickup directed at a specific ringing extension
- Automatic callback (Camp On)
- Transfer to extension and voicemail
- Ability to forward calls to an internal or external number

- Automatic Call Distribution (ACD) group capability, including:
 - Ability to distribute calls evenly among group members
 - Ability for end-users to determine the number of calls waiting in a queue at all times (without pushing keys to bring forward statistics)
 - Allow for future expansion
 - ACD reporting and administration
- Four 4-digit, uniform dialing plan
- Simplified 4-digit pin-code account entries
- Simplified 4-digit pin-code account entries for long distance access and account tracking
- Support Toll Fraud security
- Analog support
- Ability for end-users to remotely forward a phone to another number both internally and externally
- Ability to Log-On/Off to multiple groups
- Call recording options
- Call reporting (i.e. number of calls, length of calls, etc.)
- Make busy
- Supervisor request, the ability to listen in on an existing phone conversation for quality assurance & coaching
- Ability for multiple music or information announcements (per queue or department) provided for callers in queue
- Ability for multiple queue wait time information announcements (per queue or department) provided for callers in queue, for example: Number of calls ahead of caller or expected wait time
- Ability to overflow agent groups
- The ability to track and/or report on task based processes, queue system, work order system
- The ability to monitor when someone is on their phone line

System Scope

The City is seeking a versatile system capable of easily expanding to adapt to the growing needs of the City. The City currently operates one (1) main site and two (2) field offices. Expected staffing levels and equipment requirements per site at the time of cutover are broken down and detailed below. **Note:** *Staffing levels and configuration change regularly, the following is subject to minor change prior to implementation of replacement system.*

- Community Center (main site)
 - Phone Extensions (total: 120)
 - Full-Time Employees (w/ Offices) (65)
 - Conference & Work Rooms (2)
 - Other
 - Polycom Sound Stations (2)
 - Voice Mail Only (50)
 - Emergency PD Phone (1)
 - ACD
 - Agents (4 - 6)
 - Queues (3)
 - Avg. Call Volume: Highly Variable
 - Analog Devices (fax, credit card, etc.) (total: 6)
 - Fax Machines (3)
 - Fire Alarms (1)
 - Elevator (1)
 - Other (1)
- Waste Water Facility (remote office)
 - Phone Extensions (total: 6)
 - Analog Devices (fax, credit card, etc.) (total: 1)
- Parks and Fleet Maintenance Facility (remote office)
 - Phone Extensions (total: 13)
 - Analog Devices (fax, credit card, etc.) (total:1)
- Additional remote staff (None Currently)

In the near future, there will be a third remote site which will support a Police Department sub-station and additional city offices. This expansion is expected to take place over the next year and may require additional phone extensions (quantity is unknown as this point as facility is in the design phase) as well as potential for additional analog devices, and ACD agents & queues. Please describe how your solution can be expanded to accommodate this new site or the expansion of one of the existing sites.

Voicemail and Automated Attendant System

The City is seeking a centralized voicemail and automated attendant solution that integrates with the phone system that will support each location's unique requirements. Many departments will benefit from information only mailboxes that will assist with high volume non-emergency calls as well as frequently and repetitively asked questions. The selected system will have the ability to support automated attendant for multiple departments independently.

Phone Number and Direct Dial Continuity

The City requires the retention of existing published numbers including toll free and staff assigned direct dial numbers. Please describe how your system can support the continuing use of these numbers.

Unified Messaging

The City seeks a system that provides Unified Messaging (UM) integration with Microsoft Exchange 2013. The UM system must support a graphical user interface (GUI) access. The system must have the capability to add options for more advanced voicemail productivity services such as fax on the desktop, XML message delivery, and voicemail to text. The unified messaging or IP network integration options should provide network compliance and interoperability with Windows Server 2012 and Exchange 2013. Desktop dialing from the Outlook address book must support logging of date, time, and status.

The UM system must support multiple location system integration via the WAN and delivery of messages to remote office users through an Outlook client. It is desired that certain mailboxes be capable of delivering broadcast messages to all system users or select subsets of users.

The City would prefer that it not be necessary to install client on workstations. Please describe your systems unified messaging capabilities and general categories of system administration tasks and capabilities that internal IT staff is able to support and perform.

Support Requirements

The City of Evans will enter a maintenance contract with the chosen vendor. The length of the contract and exact terms are negotiable but shall include:

- System monitoring options
- 4-hour on-site response for all major service impacting alarms & outages
 - The City of Evans defines a major system failure as: **At least 20% of the incoming trunks or at least 20% of the extensions are inoperable.**
- Full replacement of all failing hardware and software (replacement equipment must be new or refurbished with warranty)
- Routine preventative maintenance for all systems included in the proposal (excluding handsets)
- Training will be given during and after install to all personnel that will be working with it
- The system must be updated with the latest software releases free-of-charge during the term of the initial contract for all furnished software
- Troubleshooting and Advanced Remote Diagnostics
- Direct escalation of unresolved problems to the manufacturer(s)

- Engineering & Technical Support for City of Evans and Field Technicians
- Management of Line and Network trouble on the City of Evans's behalf
- Traffic Engineering and Analysis (as requested)

System Administration

A secure, centralized point of administration (access terminal) is desired to administer all City of Evans sites. The desired system will allow the IT Department to manage most of the required system administration functions for all locations from the Community Center main site and include:

- Secure administration for all sites on the network available on the City's LAN with system administrative authorization
- Ability to run basic diagnostic checks and backup as well as restore data to include site telecom database, voicemail database, end user data and voicemail/email messages
- Ability to support remote administration at all sites (terminal services, VPN)
- Ability to program off site from high speed internet access
- Ability to perform standard software changes (moves, adds, changes)
- Ability to build/modify stations and ACD groups from a Graphical User Interface (GUI)
- The system must provide reporting that allows the system administrator to determine traffic requirements, processor busy levels and service quality
- Additional traffic measurement tools with the ability to determine call volume by department would be very useful for determining staffing and scheduling
- Ability to execute program changes without rebooting the system
- Training for City's system administrators
- Written manual for procedures for system administration
- Complete documentation of network implementation
- Training for end users
- Web based access tools
- Simple GUI
- Remote change of greetings

Project Planning

Vendors are required to plan the implementation in such a manner as to provide **NO** downtime to the City of Evans Business, and Emergency service operations. This will include a phased approach to implementation, with cutover of all sites in a closely managed migration. Information of any event or sequence your company deems necessary for the completion of a successful implementation should be included. Include information such as:

- Plan for facilitation of "Hot" cutover in limited computer/server room space environment
- User interviews to design the database (all systems)
- Design and build new telephone system, voicemail and port fields
- Pre-cutover meetings
- An installation phasing schedule for City Hall and remote sites

- Testing of each phased location
- Network order processing and coordination
- Coordination with all service providers connecting to the system for correct provisioning and cutover
- Identification of Directory Number, DID's and extensions for cutover planning
- Staged end-user training on all applicable systems before, during and after cutover
- Provision for "Help Desk" staffing throughout the first week of each installation cutover
- Terminate all system cables on VoIP systems, voicemail, call accounting, and other ancillary equipment requested and/or installed
- All network changes/modifications are required to be approved and coordinated with the City's network personnel
- The chosen vendor must be responsible for immediate response of vendor created outages
- Provide complete implementation documentation including:
 - Network changes
 - Network design
 - Installation of all hardware and software systems purchased by the City from the selected vendor.
- Extensive pre-testing of all systems connected to include but not limited to:
 - Main VoIP system
 - All remote site systems
 - Voicemail
 - Call accounting
 - All trunks
 - System administration
 - All stations (IP, cordless, wireless, headsets)
 - Third party hardware and software attached to any system(s) purchased through the selected vendor

Documentation

Documentation of the following is required as part of the system(s) installation. This requirement includes on-going updates to reflect changes as performed.

- Database information to include detailed Automated Attendant Tree and ACD queue
- System administration manuals
- A quick reference guide for each user for each system and application with access to comprehensive user guides via the City's intranet.
- As-built drawings to include:
 - One line schematic drawing of the voice application servers, network equipment and connectivity
 - Logical and numerical identification of extensions, jacks, patch panels, etc. for each site.
 - All circuit types connected to each installed site's system and any connections between sites.

III. Required Qualifications

The Consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

The successful proposing Consultant and its employees will operate independently and will not be considered an employee of the City of Evans.

IV. Form of Proposal

The candidate's proposal must include a scope of work the company believes is appropriate to achieve the purposes of the project as stated above. **Please limit proposals to 30 pages or less.**

The proposal shall include the following items in the order listed herein:

- A. **Cover letter** indicating interest in the project.
- B. **Experience of the Firm / Statement of Qualifications.** The Consultant may include up to three (3) pages of information on recent, relevant similar projects, specifically targeted to projects on which key staff have worked, particularly projects completed for public agencies. The Consultant shall specify which key individuals worked on each project and their respective roles in the project. This information shall also include a reference list of a minimum of five (5) clients for whom the company has completed similar projects for including contact names and telephone numbers.
- C. **Detailed Project Approach.** The selection team will review the Consultant's project approach to ascertain the Consultant's understanding of the project and issues, to assure that a proper effort will be devoted to the project, and to entertain the Consultant's special perspectives on approach, techniques, and work efforts.
- D. **Detailed description and list of deliverables to be provided.** In general, the City typically requires a description of all services, tasks, and deliverables (including those listed as optional in the RFP), potential cost calculations, recommendations and estimated time lines, and copies of all correspondence.
- E. **Staffing.** The company shall prepare an organizational staffing chart, and shall list major staff assignments to the project. Brief resumes or experience summaries of key individuals shall be included, with emphasis on previous experience on similar projects in similar roles.
- F. **Fee.** The Consultant shall submit an estimated "not to exceed" amount of the total fees within their proposal for the project, including production and other expenses. The proposal shall include the time and cost of the work described in the RFP.
- G. **Project Schedule.** Specifically, the Consultant will indicate their requirements in calendar days to perform the various aspects of the install and training.

H. **Standard Contract.** The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Evans Standard Contract." Specific statements must be made concerning contract issues. General statements such as "... in general agrees with all of contractual provisions...", "... have identified some minor items to resolve...", "...do not anticipate any difficulty in negotiating these issues..." are not considered acceptable responses to paragraph V.H. All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract will be modified to reflect the project specific scope of services arrived at by the City and the Consultant.

V. Contracting / Selection Process

A. Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for the review of the written proposals and, if necessary, interview session. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Factor	Qualification	Standard
5.0	Scope of Proposal	Does the proposal show an understanding of the project objectives, methodology to be used and the results that are desired from this project?
3.0	Availability	- Can the work be completed in a timely manner? - Can target start and completion dates be achieved? - Are other qualified personnel available to assist in meeting schedules if required? - Is the team available to attend meetings as required by the scope of work?
3.0	Motivation	- Is the firm interested and enthusiastic about working with the City of Evans? - Does quality and attention to detail show up in their proposal and the questions they ask?
5.0	Firm Capability	- Does the firm have the support capabilities the assigned personnel require? - Has the firm done previous work of this nature with adequate results?
3.0	Cost & Work Hours	- Do the proposed cost and work hours compare favorably with the available budget? - Are the work hours presented reasonable for the effort required in each task or phase?

B. Reference Evaluation (Top Ranked Firm)

The project manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	• Would you hire this professional firm again? • Did they show the skills required for this project?
Timetable	• Was the original scope of work completed within the specified time? • Were interim deadlines met in a timely manner?
Completeness	• Was the professional firm responsive to client needs? • Did they anticipate problems? • Were problems resolved quickly and effectively?
Budget	• Was the original scope of work completed within the project budget?

VI. RFP Submission

Proposals shall be submitted by email and in hard copy form, with six (6) identical copies each. All copies shall be submitted to:

City of Evans - IT Department
Attn: Jessica Gonifas
1100 37th Street
Evans, CO 80620
RE: RFP - City of Evans, Phone System Upgrade

Submittals must be received prior to **4:00 p.m. MST on Friday, September 20, 2013**. No faxes will be accepted. All proposals submitted shall become the property of the City of Evans and will become public record. For questions regarding the RFP, you may contact Steve Hawker at (970) 218-5357 or administrator@evanscolorado.gov by September 11, 2013 and responses will be emailed to all interested parties (who have registered prior with Mr. Hawker) by September 16, 2013.

VII. Project Process and Schedule

Event	Date
RFP Issued	Wednesday, September 4, 2013
Deadline for Questions	Monday, September 9, 2013
Question Responses Emailed	Thursday, September 12, 2013
Proposals Due	Friday, September 20, 2013, 4:00 PM MST
Review Team Completes Evaluation of Proposals	Friday, October 4, 2013
Award of Contract by Evans City Council (tentative)	Tuesday, October 15, 2013
Project Completion	Friday, November 29, 2013

VIII. Progress Reports

The Consultant and the City's project manager shall hold progress meetings as often as necessary, but in no case less than once per month until the Phone System is acceptable to staff.

As a minimum, the Consultant shall hold one orientation meeting with City staff to outline the project and time line.

IX. Scope of Services

As a part of the contract negotiations, the final candidate company shall prepare a Scope of Services that will become a part of the contract agreement between the City of Evans and the company. This Scope of Services shall include the aforementioned aspects of this RFP as well as any other items that are proposed in the successful candidate's proposal.

X. Signature Page

The undersigned Proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set incidental costs all in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

Telephone Number: _____

Name of Agent (print/type): _____

Title: _____

Authorized Signature: _____

Date: _____

Attachment A: Standard Professional Services Agreement

City of Evans, Colorado

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services for the design of the _____ (hereinafter referred to as "Project").
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ (\$_____). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.
- B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.
- C. The City has the right to require clarification on any Consultant invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services unless this Agreement has been terminated.

- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and with all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or in addition to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.
- B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse

the City for construction costs it would not have otherwise incurred caused by errors and omissions which fall below the standard of professional practice.

- D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

- A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Concerning claims,

demands, suits, actions or proceedings of any kind which are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.
- B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: For claims caused by or

arising out of the negligent acts, errors or omissions of the Consultant, its employees,

agents or subconsultants, or others for whom the Consultant is legally liable, the

Consultant shall indemnify and hold harmless the City, its Mayor and City Council, and

any of its officials, officers, directors, and employees from and against damages, liability,

losses, cost and expenses, including reasonable attorney's fees, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

- C. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraphs A. and B., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

- B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
 2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
 3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
 4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
 5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and

effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans

1100 37th Street

Evans, Colorado 80620-2036

Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A, B and C is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans

Attn: <Public Works Director>

1100 37th Street

Evans, Colorado 80620-2036

Consultant: _____

XIX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____

<Mayor>, Mayor

ATTEST:

<City Clerk>, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

<City Attorney>, City Attorney

APPROVED AS TO CONTENT:

<City Manager>, City Manager

CONSULTANT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Attachment B: Functionality Checklists

The following checklists will be utilized while evaluating proposed systems and solutions.

Feature	Support	Comments / Limitations
Telephone / Solution Features		
Alphanumeric display		
Headset capability		
Access voice mailbox		
Access multiple voice mailboxes		
Voice mailbox message indicator		
Voice mailbox access from outside line		
Automatic Outside Line Answer/Hold		
Built-in full duplex speakerphone		
Delayed Ringing		
Distinctive Ringing tones		
Call Forwarding		
Call Forwarding (setup from outside line)		
Call Transfer		
Call Park / Swap		
Call Pick-Up		
Call Recording		
Caller ID		
Do Not Disturb / Make busy capability		
Intercom capability		
Last number redial		
Call History		
Multi-party conferencing capability		
Extension monitoring		
Mute Function		
Paging accessible to all stations or groups		
Station and system speed dialing		
Monitor multiple extensions		
User programmable keys		
Volume Control		
Agent Availability Status		
Extension look-up / directory access		
Voice Mailboxes		
Change voicemail settings from outside line		
Message-only mailboxes		
Retrieve deleted messages		
Voicemail forwarding		
Voicemail caller ID		
Voicemail timestamp		

Voicemail to text (E-Mail)		
E-Mail to Voicemail		
Remote access to voice mailboxes		
Automatic Call Distribution		
Distribute calls evenly among group		
Multi-language call tree management		
Dial '0' to reach an operator		
Prioritization of agents by queue		
Real-time activity by queue status/report		
Real-time activity by agent status/report		
Configurable settings for each queue for main greetings for regular and non-regular hours		
Controllable greetings for regular and non-regular hours (including custom greetings, special announcements, etc.)		
Queue wait time information (position in queue)		
Queue wait time information (configurable current wait time)		
Customize hold music / announcements		
Reporting: Queue Activity		
Reporting: Agent Activity		
Reporting: Call source		
Reporting: Agent Availability		
Reporting: Call durations		
Reporting: Missed calls		