

City of Everett
Request for Proposals



RFP 2011-004
Voice Messaging System

City of Everett
Purchasing Division
3200 Cedar Street
Everett WA 98201
(425) 257-8840

City of Everett
REQUEST FOR PROPOSALS
Proposal 2011-004
Voice Messaging System

Table of Contents

INTRODUCTION AND BACKGROUND.....	5
PROPOSAL DEADLINE	5
INTENT SUMMARY	5
VENDOR PROVIDED SERVICES.....	6
MINIMUM REQUIREMENTS	6
PROPOSED SOLUTION COSTS.....	7
PRELIMINARY CALENDAR	7
RFP COORDINATOR	8
PROPOSAL QUESTIONS.....	8
GENERAL CONDITIONS.....	9
PROPOSAL RESPONSE DATE AND LOCATION	9
TERM OF CONTRACT.....	9
PAYMENT	9
TAXABLE AND NON-TAXABLE ITEMS TO BE SEPARATED	9
PROPOSAL CERTIFICATION.....	10
USABILITY FEATURES	10
TECHNOLOGY FEATURES	10
TECHNOLOGY STANDARDS AND LAN/WAN ENVIRONMENT	11
EQUIPMENT	11
ADDITIONAL FEATURES	16
STANDARD COMMERCIAL PRODUCT	16
CONFIGURATION AND CUSTOMIZATION	16
SYSTEM AVAILABILITY	17
PERFORMANCE LEVELS	17
DATA MIGRATION.....	17
TRAINING AND INSTALLATION SUPPORT	17

IMPLEMENTATION APPROACH	17
CONFIGURATION ADJUSTMENT WITH CONTRACT	18
THIRD PARTY VENDOR.....	18
NECESSARY ANCILLARY SOFTWARE.....	18
MULTIPLE PROPOSALS	18
COOPERATIVE PURCHASING	18
WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES	19
SINGLE RESPONSE	19
PROPOSAL REJECTION.....	19
WITHDRAWAL OF PROPOSALS.....	19
NON-ENDORSEMENT.....	19
PROPRIETARY PROPOSAL MATERIAL	19
RESPONSE PROPERTY OF THE CITY OF EVERETT	20
NO OBLIGATION TO BUY	20
COST OF PREPARING PROPOSALS	20
NUMBER OF PROPOSAL COPIES REQUIRED.....	20
ERRORS IN PROPOSAL	20
INCORPORATION OF RFP AND PROPOSAL IN AGREEMENT.....	21
TIMELY EXECUTION OF AGREEMENT REQUIRED.....	21
LEGAL DISPUTES.....	21
INDEMNIFICATION.....	21
CITY-REQUESTING CLARIFICATIONS.....	21
PRODUCT DELIVERY TIME	22
ADDENDA.....	22
DELIVERY.....	22
CONTRACT AWARD AND EXECUTION	22
PROPOSAL OPENING	22
RFP EVALUATION PROCESS	24
GENERAL	24
EVALUATION COMMITTEE.....	24
SELECTION PROCESS	24
PROPOSAL REQUIREMENTS.....	25

SUBMITTAL REQUIREMENTS.....	25
NUMBER OF PROPOSAL COPIES REQUIRED.....	30
PROPOSER RESPONSIBILITY	30
EVALUATION CRITERIA	32
WEIGHTED CRITERIA	32
NO PROPOSAL FORM.....	34

RFP 2011-004 ATTACHMENTS

2011-004-ATTACHMENT A – CITY OF EVERETT NEEDS ANALYSIS AND SYSTEM REQUIREMENTS	
2011-004-ATTACHMENT B – PROJECT AND FUNCTIONAL REQUIREMENTS QUESTIONNAIRE	
2011-004-ATTACHMENT C – PRICE SHEET FORM	
2011-004-ATTACHMENT D – PROPOSAL FORMS	
2011-004-ATTACHMENT E – CITY OF EVERETT SAMPLE CONTRACT	

City of Everett REQUEST FOR PROPOSALS Proposal 2011-004 Voice Messaging System
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INTRODUCTION AND BACKGROUND

PROPOSAL DEADLINE

Sealed proposals will be received by the **City of Everett, City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 until 2:00 p.m., June 28, 2011.**

INTENT SUMMARY

This Request for Proposal (RFP) is to obtain a Vendor with the necessary experience and knowledge to provide and deploy an enterprise wide Voice Messaging System solution to replace the existing Octel Serenade/VMX system that no longer meets the needs of the City.

The City of Everett has a population of 101,000 with 1,100 full time employees working in 20+ departments and divisions. City of Everett departments include Police, Fire, Library, Parks, Streets, Everett Transit and Public Works.

Additional City departments and services provided by the City include Animal Services and an Animal Shelter, Senior Center, Arts and Culture, Finance and Budget, the City Clerk's Office, Economic Development, Human Resources, Information Technology, Legal and Prosecutor's Office, Everett Municipal Court, Purchasing and Streets Maintenance.

The City is not interested in developing a solution, but is requesting proposals for an "off-the-shelf" application that can be customized to meet the City's needs. The target procurement range is \$40,000 - \$100,000 including applicable tax for a complete voice messaging system as outlined in this RFP Document. The proposal shall provide for licensing to cover approximately 2,000 voice mailboxes.

The City's goal is to have implementation completed by November 1, 2011.

Responses should be based on features that actually exist in a product released and sold to the general public for a period of at least ninety (90) days prior to the Proposal Due Date. Changes to the manufacturer's base product required to meet the specifications should be clearly identified. Do not respond based on features or enhancements expected to be included in future versions of the product. You may, however, include information on anticipated future product developments as an attachment to your response.

Proposers should carefully review requirements and submit information on the system or systems that best meet the City's requirements.

The proposed system should be scalable, modular, and able to readily incorporate additional future enhancements.

Proposed systems should have a substantial history of adoption and use by municipal government entities. Proposals should demonstrate successful expertise and experience implementing; installing and maintaining a voice messaging system, including hardware and software.

VENDOR PROVIDED SERVICES

The Vendor will provide the following services:

- Attend project milestone meetings
 - o Conference calls or video conferencing is acceptable
- Provide progress reporting
- Project Schedule
- Implementation Planning
- Application requirements analysis
- Minimum specifications for Hardware and Software
- Technical support for implementation
- Documentation for use of application
- Training for end users and training for technical staff supporting application.
- Support of application through transition into production usage
- Future software maintenance and support

MINIMUM REQUIREMENTS

The following represent **minimum requirements** for the voice messaging system project. **Please see Attachment A – City of Everett Needs Analysis and System Requirements, Required Features section for specifics on each of these categories.**

- Current System Features and Functionalities
- System Integration
- System Reliability and Redundancy
- System Maintenance, Upgrades, Diagnostics Functionality

- System Management and Administration Functionality
- Security Features
- Search Capabilities
- Vendor Support and Maintenance Services
- Records Retention Capabilities
- Auto Attendant Features

PROPOSED SOLUTION COSTS

Vendors must itemize the unit and extended price for each product and service proposed as part of the proposed solution. Cost information must include all expected implementation and operating costs, both one-time and ongoing. Specific model numbers and capacities should be included. Information about license sizes must be provided. Vendors should describe and quote optional 'desirable' components as individual and separate items. Any upgrade to the base system needed for optional components must be included in the cost of those components.

- Required hardware and software
- Professional Services for system implementation, including configuration, installation integration, and training
- Travel and reimbursable expenses for project (estimated)
- Standard license costs
- Annual maintenance and support costs

In addition to the breakdown of costs described above, the City of Everett would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) could be applied for the duration of the project (as described herein). They should include, but are not limited to: project management, programmer/analyst, and technical support analyst.

PRELIMINARY CALENDAR

Request for Proposals Issued By COE – May 16, 2011

Questions Due to RFP Coordinator - June 3, 2011

Proposals Due – 2:00 P.M., June 28, 2011

The City reserves the right to change any or all of the dates above.

RFP COORDINATOR

Upon release of this Request for Proposals (RFP), all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below:

Hope Hambridge, CPPB
City of Everett Purchasing
3200 Cedar Street
Everett WA 98201
Phone: (425) 257-8840
Fax: (425) 257-8864
ahambridge@ci.everett.wa.us

Unauthorized contact regarding the RFP with other City of Everett employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett.

Vendors should rely only on written statements issued by the RFP Coordinator.

PROPOSAL QUESTIONS

All questions must be submitted in writing to the RFP Coordinator named above. Questions must be received in writing by **10:00 a.m., June 3, 2011.**

GENERAL CONDITIONS

PROPOSAL RESPONSE DATE AND LOCATION

The City Clerk must receive the vendor's proposal, in its entirety, not later than 2:00 p.m., Pacific Time in Everett, Washington, on **June 28, 2011**. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City of Everett assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

TERM OF CONTRACT

The length of this agreement includes initial installation and maintenance for a twelve-month period commencing on the first day of "go live" use. The agreement may be extended annually by mutual agreement between the parties. The City will consider different contract durations if doing so would result in a more advantageous price to the City. Proposals should clearly state any alternate time periods and pricing.

PAYMENT

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments.

TAXABLE AND NON-TAXABLE ITEMS TO BE SEPARATED

Washington State retail sales tax may apply to portions of this project as provided for in Title 82 of the Revised Code of Washington. For clarifications of tax issues, contact:

Taxpayers Information & Education
Department of Revenue
PO Box 47478
Olympia WA 98504-7478
Phone: (800) 647-7706
Fax: (360) 705-6655
Web Site: <http://dor.wa.gov>

Vendors are encouraged to separate taxable elements from non-taxable elements. Bundling taxable items with non-taxable items may result in tax being assessed on the bundled price.

PROPOSAL CERTIFICATION

The vendor must certify in writing that all proposal terms, including prices, will remain in effect for a minimum of one hundred eighty (180) days after the Proposal Due Date, that all proposed software has been operational at a non-vendor owned customer site for a period of at least ninety (90) days prior to the Proposal Due Date, that all proposed capabilities can be demonstrated by the vendor, and that the proposed software is currently marketed and sold.

USABILITY FEATURES

The system should be designed and implemented to be easy to learn and easy to use. Efficiency, accuracy, and high productivity are important factors. The City intends to streamline operating procedures wherever possible, and the Vendor's capability to advise and assist in this effort during system implementation will be considered in evaluating proposals.

TECHNOLOGY FEATURES

The proposed system should be designed and programmed to operate effectively using the City's voice and computer architecture standards, which are based on the NEC NEAX 2400 PBX platform including the AimworX system management product line which will be transitioned to the MA4000 over the next 18 months, Microsoft 2003 and 2008 Server Operating Systems, VMware VSphere 4.0, Exchange 2003 and Microsoft SQL 2005 and 2008 database technology. Desktop and mobile computer standards include Microsoft XP, transitioning to Windows 7 over the next 18 months, Microsoft XP Tablet PC, Office 2003/2007, and Outlook 2003/2007. The City of Everett uses Intel based computers. The system must perform effectively in the City's voice and data LAN/WAN network environment. The new system must integrate with the NEC PBXs. The NEC 2400 PBXs located at City Hall and South Precinct will be the core and redundant systems. Other required technical features include the following:

- The City reserves the option to purchase its own hardware and OS/Database software when feasible. Vendors should describe with specificity the hardware and OS/Database software requirements for supporting their proposed software product and providing satisfactory performance in the City's environment. Vendors should propose servers and specialized equipment units that meet City standards but the City reserves the right to obtain such equipment from other sources. Any and all equipment proposed must be new equipment.

- Any remote access required by the vendor to provide maintenance or trouble shooting support must meet City security requirements and must be approved by the City Information Technology Director before implementation.

The preferred database is Microsoft SQL Server, but products based on Oracle will also be considered.

- Hardware required for system must be detailed in response including any server hardware requirements.

TECHNOLOGY STANDARDS AND LAN/WAN ENVIRONMENT

The City of Everett uses the NEC PBX platform and the NEC Management System. The NEC network includes 7 NEAX 2400 PBX, 9 SV8300 PBX, Global Navigator ACD, and AimworX System Manager, transitioning to MA4000 in the next 18 months. The system is built using CCIS, PRI's, T-1's, and OPS circuits. The VXM voicemail system that has been upgraded to the Octel Serenade platform completes the network.

The City of Everett uses Cisco Routers and Ethernet switches in the core network and HP Ethernet switches at the network edge. Our network is TCP/IP based with a class B IP address range with a Class C subnet mask.

The City of Everett owns and operates a Cisco 802.11G wireless network throughout the City. This network utilizes Cisco 1200 and 1300 wireless bridges and Cisco Mobile Access Routers (MAR3200 Series) providing wireless access to limited areas of the City for Fire & Police.

An extensive Windows 2003/2008 Server LAN/WAN infrastructure is maintained using TCP/IP over 10/100/1000 Mbps Ethernet, Fiber, T-1, and Fractional T-1 circuits. The City's workstations are connected to the City's network via 10/100 Mbps Ethernet.

Windows Based Application Server:	Hewlett Packard
Windows Based Network Server:	Hewlett Packard
Network:	TCP/IP, Ethernet
Application Database:	Microsoft SQL Server 2005 & 2008
Messaging Services:	MS Exchange 2003/Blackberry Enterprise Server 4.1.7
Workstations:	Windows XP, Windows 7
Query Tools:	Crystal Reports/Microsoft Access

EQUIPMENT

Hardware required by the standard and for the proposed system must be described in detail in the proposal, including, but not limited to servers. Equipment/hardware descriptions should include functional specifications as well as makes and models satisfying the functional specification.

The City expects to provide standard PC workstations and network communications equipment required for effective system operation. The City also reserves the option to purchase its own hardware, including servers, and OS/Database software. Any and all equipment proposed must be new equipment.

End User Devices

City Standard Desk Phone

All desk sets are NEC Dterm Series

- Series III 16-button
- Series E 32-button
- Series I 32-button

City Standard Smart Phone

- Blackberry 8830
- Blackberry Bold
- Treo

City Standard Issue PC

Dell OptiPlex 960 Minitower

- Intel® Core™ 2 Duo E8400 with VT (3.0GHz, 6M, 1333MHz FSB)
- 4GB DDR2 Non-ECC SDRAM, 800MHz, (4DIMM)
- Video Cards 256MB ATI RADEON HD 3450 (Dual DVI/ VGA /1 TV-out), full height
- 160GB 7,200 RPM 3.5" SATA, 3.0Gb/s Hard Drive with NCQ and 8MB Cache
- 19 in 1 Media Card Reader
- Systems Management Mode vPro Secure Advanced Hardware Enabled Systems Management
- CD ROM/DVD ROM 16X DVD+/-RW SATA, Roxio Creator™ Cyberlink PowerDVD™
- Internal Dell Business Audio Speaker
- Energy Efficiency Options Dell Energy Smart Power Management Settings Enabled
- 3 Year Basic Limited Warranty and 3 Year NBD Onsite Service

City Standard Issue Office Laptop:

Dell Latitude E6410

- Genuine Windows® XP Professional SP3*
- Intel Core i5-540M (2.53GHz, 3M cache) with Turbo Boost Technology
- 14.1" WXGA (1280X800) Anti-Glare LED
- 4.0 GB, DDR3-1066MHz SDRAM, 2 DIMMS
- 160GB 5400rpm Hard Drive
- Intel Centrino Advanced-N 6200 802.11a/b/g/n Half Mini Card
- 8x DVD+/-RW

City Standard Issue Tablet

Fujitsu T2020 Convertible Tablet

- Intel® Core TM 2 Duo Processor ULV SU9300 (1.2 GHz, 3 MB L2 Cache, 800 MHz FSB)
- 12.1" WXGA indoor/outdoor display with Active Digitizer and wide viewing angles
- 2GB DDR3 800 MHz memory (2 GB + empty slot)
- 120 GB (5400 rpm)
- Atheros XSPAN® Wireless LAN (802.11a/b/g/draft-n) with Bluetooth wireless v2.1
- High-capacity Main Lithium ion battery (9-cell, 8700 mAh, 10.8 V)

Special Configurations

Field Laptop – First Responders (Fire/Police)

Dell Latitude E6410 ATG

- Intel Dual Core vPro i7-620M, 2.66GHz, 1066MHz 4M L2 Cache
- 4.0GB, DDR3-1333 SDRAM, 2 DIMM for Latitude
- Internal Backlit English Keyboard for Latitude E
- Mobile Intel Graphics Media Accelerator 4500MHD With PC-Card
- 160GB Hard Drive 9.5MM, 5400RPM
- 14.1" WXGA (1280x800) Wide View LED (Outdoor Viewable) with Touch Function and Prem Panel
- Dell Wireless 375 Bluetooth Module
- 8X DVD+/-RW for Latitude E-Family
- 90W 3-Pin, AC Adapter for Latitude E-Family
- Light Sensitive Webcam and Noise Cancelling Digital Array Mic
- Intel Wi-Fi Link 6200 (802.11 a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision
- 6-Cell/60 WHr Primary Battery for Latitude

Field Laptop – Public Works

Panasonic Toughbook Model# CF-31GT2AX2M

- Intel Core i3-350M 2.26GHz
- 13.1" Touch XGA
- DVD/CD-RW MULTI DRIVE FOR CF-31
- 4GB DDR3 RAM
- 160GB Hard Drive
- Intel Wi-Fi b/g/n
- Bluetooth
- Stylus Pen with Tether
- 120 WATT 12-32 VOLT INPUT CAR ADAPTER
- 3 Year Warranty Toughbook Preferred

- 1 Year Ext. Warranty TOUGHBOOK Preferred Warranty Ext (Year 4)

High Performance Desktop (AutoCAD, Forensics, Heavy Analysis)

Dell Precision T3500

- Quad Core Intel Xeon W3530 2.80GHz,8M L3,4.8GT/s Dell Precision T3500
- 12GB, DDR3 ECC SDRAM Memory 1333MHz, 3X4GB Dell Precision T3500
- 768MB PCIe x16 NVIDIA Quadro FX 1800 Dual Monitor DVI + 2DP Dell Precision TX500
- 300GB SATA,10K RPM Hard Drive with 16MB DataBurst Cache Dell Precision TX500
- No Floppy Drive
- 16X DVD+/-RW Data Only Dell Precision TX500
- Integrated Intel chipset SATA 3.0Gb/s
- ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended
- ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial

File Servers

Stand Alone - HP ProLiant DL360 G6 Server

- 2- Quad-Core Intel® Xeon® Processor L5520 (2.26GHz, 8M Cache, 60 Watts, 1066MHz)
- 8GB PC3-10600R 4x2GB 2Rank Memory
- Embedded P410i (SAS Array Controller)
- HP 4-Bay Small Form Factor Drive Cage
- 3 - HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drives
- RAID 5 drive set
- HP 256MB P-Series Cache with Battery
- 2 - Embedded HP NC382T Multifunction Gigabit Server Adapter
- HP NC522SFP+ Dual Port 10GbE Server Adapter
- HP 12.7mm SATA DVD-RW Drive
- 2 HP 750W HE Hot Plug Power Supplies
- HP iLO Advanced 1 Server License with 1yr 24x7
- Microsoft Server 2008R2 Standard Edition

Blade Servers - HP ProLiant BL460c G6 Server Blade

- 2 - Quad-Core Intel® Xeon® Processor X5560 (2.80GHz, 8M Cache, 95 Watts, 1333MHz)
- HP 8GB PC3-10600E 4x2GB 2Rank Memory
- Quad-Core Intel® Xeon® Processor X5560 (2.80GHz, 8M Cache, 95 Watts, 1333MHz)
- Microsoft® Windows® Server 2008 R2 Standard Edition Not Pre-installed Software

- Storage controller Embedded P410i (SAS Array Controller)
- 2 - HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive
- RAID 1 drive set (requires matching 2 hard drives)
- 2 - Network cards embedded 1Gb/10Gb Multifunction Network Adapters
- HP iLO Advanced Blade 1 Server License with 1yr 24x7 Technical Support and Updates
- Integrated Lights-Out 2 (iLO2) Standard Blade Edition (integrated on motherboard)

Virtual Servers – VMware Vsphere 4

Software

- VMware vSphere 4.0.0, Build 208111
- vSphere 4 Enterprise Plus: Licensed for 8 CPUs (4 Hosts)
- VMware vMotion
- VMware Storage vMotion
- VMware High Availability (HA)
- VMware Fault Tolerance (FT)
- VMware Data Recovery
- VMware vShield Zones
- VMware VMsafe API
- VMware Distributed Resource Scheduler (DRS)
- VMware vCenter Agent
- Host profiles
- VMware vCenter Update Manager
- VMware vCenter Converter
- VCenter Server 4 Standard: 1 Server License
- VCenter Server is a required element of a complete vSphere implementation and is licensed separately on a per-instance basis.

Hardware

ESX Host Servers

- HP DL380 G6 Server: Intel based processors
- (2) Quad-Core Intel® Xeon® Processor L5550
- (4) 1 GB NIC's
- (2) 10 GB NIC's
- (3) HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drives
- 32 GB RAM
- Snap Manager Virtual Infrastructure (SMVI)

Network Resources

Network Appliance FAS3140 (NFS & iSCSI Storage)

- Four 1 GB/s Ethernet and one 10 GB/s Ethernet network interfaces

Cisco Powered Network Core

- Cisco Nexus 10 GBps Network Infrastructure
- Cisco Nexus 5000 1 GBps Network Infrastructure
- Cisco 6509 Switch
- Cisco 7206 Vxe WAN Router
- Cisco 4507 Switch
- Cisco ASA5520 Firewall

ADDITIONAL FEATURES

It may be useful for the City if additional features beyond these specifications are included in the proposed system. Vendors may propose additional features as options if in their judgment and experience the additional features would add value beyond any associated additional startup and ongoing costs.

STANDARD COMMERCIAL PRODUCT

The City desires and expects to purchase a complete comprehensive system that has been developed and is being continuously maintained as a Commercial Off-The-Shelf software product that is installed at and used by multiple customers. Vendors should provide references to other customers where the proposed system has been installed. The practical experience of other customers is an important factor in evaluating competing proposals.

CONFIGURATION AND CUSTOMIZATION

The City expects that proposed system will need to be configured and customized to work in the City's specific environment. Additional customizations may be required from time to time as the City's requirements change. Ideally, such customization should not require software redevelopment or modifications to program source-language code. Proposed system should be designed and constructed to allow substantial customization through the manipulation of configuration tables, or similar external data structures.

SYSTEM AVAILABILITY

A survey of vendor references will be made to determine the availability of vendor software and/or hardware currently installed at those sites. If availability levels are found to be less than those contracted for at any of the sites, the proposal may be eliminated from further consideration.

PERFORMANCE LEVELS

The vendor must contractually agree to maintain software to minimum performance levels, such as response time, to be negotiated between the parties. A survey of vendor references will be made to determine the quality levels at those sites

DATA MIGRATION

It is desired that vendors provide a complete and accurate data migration path that will ease re-creating mailboxes, automated attendants and bulletin boards from our existing voicemail system. The current system supports approximately 2000 mailboxes.

TRAINING AND INSTALLATION SUPPORT

Vendors will be expected to provide training and installation support at time of implementation. Training shall be provided to end users on application functionality, as well as technical and system administration skills for City staff supporting the application. Vendors should describe all training available, and propose selected training modules that will ensure smooth, successful implementation and operation in the City of Everett. Training costs must be included in the proposal. Specific training curriculum decisions will be subject to negotiation between the parties.

Installation support should include initial software installation and operational demonstration, system configuration and customization services, functional testing, performance testing, initial operational support, and post-operational system tuning. Customer engineering support must be available on-site locally in Everett for all hardware and software packages acquired from the vendor.

IMPLEMENTATION APPROACH

The City contemplates a phased approach to implementation.

- Install basic system on-site and demonstrate baseline operation.
- Test and demonstrate planned functionality using completed system installation.
- Test and verify acceptable performance levels.
- Begin operational use of new system.

- After implementation, tune system as needed.

CONFIGURATION ADJUSTMENT WITH CONTRACT

The City of Everett reserves the right to select and exclude any equipment or software for the actual acquisition regardless of the configuration proposed by the vendor. The vendor will be consulted on any such adjustments to determine that the configuration adjustment will not adversely impact the system performance.

THIRD PARTY VENDOR

The City of Everett will accept proposals that include third party software only if the proposing vendor agrees to act as prime contractor and guarantor for all proposed equipment and software. Vendors must disclose the use of any third party vendor software, indicate willingness to assume prime contractor responsibility, and be authorized to sublicense such third party software.

NECESSARY ANCILLARY SOFTWARE

Unless specifically accepted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently required to make the proposed software product a complete functioning system shall be furnished by the vendor, at no additional cost to the City of Everett.

MULTIPLE PROPOSALS

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP. In the event that a proposer provides more than one proposal that meets requirements, provide a separate submittal package for each proposal. Do not provide information on different proposals within the same submittal package.

COOPERATIVE PURCHASING

RCW Chap. 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett and which are actively participating may purchase from City of Everett contracts, provided that the Vendor has agreed to such participation. Each proposer shall indicate in its proposal whether it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for orders issued by other public agencies.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

PROPOSAL REJECTION

The City of Everett reserves the right to reject any or all proposals at any time without penalty.

WITHDRAWAL OF PROPOSALS

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the City Clerk. The vendor may submit another proposal at any time up to the proposal closing date and time.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

PROPRIETARY PROPOSAL MATERIAL

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a firm's proposal, the City will comply according to the Public Records Act, Chapter 42.56 RCW. If any information is marked as proprietary in the proposal, the City shall make reasonable efforts to provide the affected firm with 10 days' notice before releasing the

records to allow the affected firm to seek a court injunction against the requested disclosure, but in no event will the City have any liability to the affected firm for any failure of the City to provide such notice.

RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City of Everett to purchase.

COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

NUMBER OF PROPOSAL COPIES REQUIRED

Vendors should submit (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD. The electronic copy must be either MS Office (e.g. Word or Excel) or Adobe Acrobat PDF file format is required. Do not send generic or superficial brochures or marketing materials.

ERRORS IN PROPOSAL

The City of Everett will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in proposals by the City of Everett or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

When, after the opening and tabulation of proposals, a Proposer claims error and requests to be relieved of award, he will be required to promptly present certified work sheets. The buyer will review the work sheets and if the buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Proposer may be relieved of his proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any proposal item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City.

INCORPORATION OF RFP AND PROPOSAL IN AGREEMENT

The RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful Proposal shall be binding and shall become obligations of an agreement between the successful Proposer and the City.

TIMELY EXECUTION OF AGREEMENT REQUIRED

The successful Proposer must execute an agreement with the City for the provision of services subject to and incorporating the material terms of this RFP and successful Proposal within ten (10) business days after receipt of the final form of the agreement.

LEGAL DISPUTES

In submitting a proposal, The Proposer agrees that in the event of litigation concerning or arising out of the above-referenced agreement or this RFP, proposals in response to this RFP or related process, the sole venue of any legal action shall be Snohomish County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.

INDEMNIFICATION

In submitting a proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including but not limited to, the rejection of any or all proposals.

CITY-REQUESTING CLARIFICATIONS

The City reserves the right to request clarification of information submitted and to request additional information from any Proposer.

PRODUCT DELIVERY TIME

Vendors must certify that the proposed software can be delivered, installed, and operationally ready within the stated number of days on their RFP submission.

ADDENDA

Proposers are responsible to check the City of Everett website for the issuance of any addenda prior to submitting a proposal. The address is <http://www.ci.everett.wa.us>

DELIVERY

The vendor assumes responsibility for the delivery, installation, maintenance, and initial adjustment of all vendor supplied equipment, software, and support services proposed.

CONTRACT AWARD AND EXECUTION

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specifications may be altered by the City of Everett based on the vendor's proposal and an increase or reduction of services with the proposer may be negotiated before contract signing, award, and execution or purchase order issuance.

PROPOSAL OPENING

The (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD must be submitted to the City Clerk.

All proposals must be submitted to the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 no later than 2:00 p.m., Tuesday, June 28, 2011, and must be clearly marked:

PROPOSAL FOR Voice Messaging System NO. 2011-004

At the appointed time a register of proposals shall be prepared containing the name of each offeror and a description sufficient to identify the item offered.

Only firm proposals will be accepted and the City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City. No proposer may withdraw his proposal after the hour set for the opening thereof unless the award is delayed for a period exceeding 180 days. The City further reserves the right to make awards to the responsible offeror whose proposal is determined to be the most advantageous to the City of Everett.

RFP EVALUATION PROCESS

GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP.

Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the proposer's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

EVALUATION COMMITTEE

The City will evaluate proposals using an evaluation committee. This evaluation committee will consist of City of Everett employees.

SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specifications may be altered by the City of Everett based on the vendor's proposal and an increase or reduction of services with the proposer may be negotiated before contract signing, award, and execution.

The team will score each proposal, and may invite the top 1-3 firms for a semi-final interview / demonstration. The semi-finalist interview / demonstration will be scripted by the evaluation team to allow firms to demonstrate how typical City of Everett functions are performed. In addition to the demonstration, the evaluation team will query customers and may make site visits to evaluate vendor performance, congruence with stated capacities, and conversion plans.

PROPOSAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided, and in order requested, may result in rejection as non-responsive. Special bindings, colored displays, promotional material, etc. are not desired.

- Proposals must be typed and as concise as possible
- Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing exhibits are permissible.
- Each page must be single sided; a minimum 11 point font.
- The pages must be placed with tabs separating the major sections of the proposal.

Tab 1. Table of Contents.

Tab 2. Executive Summary. An overview of your proposal and strategy. The purpose of the executive summary is to help the evaluation committee determine the proposal's distinguishing characteristics compared to other proposals.

Tab 3. Vendor Information.

- a) Name and address of legal entity submitting the proposal. Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company.
 - i. **Legal Name.** Many companies use a "Doing Business As" name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington. See <http://www.secstate.wa.gov/corps/>
- b) Legal status of proposer organization, i.e., corporation, partnership, sole proprietorship.
- c) Description of proposing organization including but not limited to size, years of operation, areas of specialization, current credit rating and name of the rating service, and any other pertinent information. The purpose of this description is to help the evaluation committee formulate an opinion regarding the stability and financial strength of the proposer.
- d) Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or

stability of the proposing organization; or warrant that no such condition is known to exist.

Tab 4. Contract Performance.

- a) If the proposer has had a contract terminated during the past five years, all such incidents must be described. Submit full details of all terminations experienced by the proposer during the last five years including the terminating party's name, address, and telephone number. Present the proposers position on the matter.
- b) If no such terminations for default have been experienced by the proposer in the past five years, the proposer must warrant such.

Tab 5. Customer References.

- a) The vendor must submit a minimum of five customer references presently using the proposed voice messaging system for at least ninety days prior to the release of this RFP.
 - i. If the software company and integrator are not the same, the vendor must submit a minimum of three integrator voice messaging system customer references.
 - ii. Customer references from Washington State are preferred but not required.
- b) References are to include a minimum of:
 - i. Customer name,
 - ii. business address,
 - iii. name of contact,
 - iv. title of contact,
 - v. telephone number of contact,
 - vi. description of installation,
 - vii. date installed.
 - viii. Brief description of similarities of reference site to the City of Everett and why this customer reference is relevant to the City of Everett.
- c) Vendor shall disclose all sites where proposed system was initially installed and subsequently discontinued from operation within the past five years. Please explain what happened and provide a contact reference.

Tab 6 Project Team. This section should identify the project team members who will be assigned to this project. Include the following detailed information for each project team member. At a minimum this should include proposed key software and integration company executives, integration and implementation team members as well as the proposed technical lead, trainer and project implementation lead:

- a) Specific area of responsibility or role on this project;
- b) Resume (brief version);

- c) Specific experience related to the implementation of voice messaging system, particularly for a governmental entity;
- d) Also identify any subcontractors who will be assigned to this project in the delivery of products or services. Attach any subcontractor agreement for each subcontractor who will perform any work on this project.
- e) Copies of System Certifications are required for each member of the installation/maintenance team including sub-contractors. System certifications must be current and include both the hardware and software of the system that is being proposed.

Tab 7 **Product Descriptions.** Describe how your company meets the minimum requirements as described in the Minimum Requirements section of this RFP.

- a) The proposal should describe fully the proposed products, their features and components. The use of standard product documentation, including user manuals and technical maintenance manuals, is encouraged. Demonstration software and sample help files may be included.
- b) System capabilities should be described with specificity, and illustrated with examples and/or cross-referenced to user and technical manuals where appropriate. However, for any examples or cross references; proposer must provide the original and the number of copies as outlined in the section “number of proposal copies required”. Reliance on generic or superficial brochures is not satisfactory.
- c) The vendor shall describe in detail the hardware and operating system software configuration requirements for successful operation of the proposed voice messaging system at the City of Everett. Proposed server equipment and operating system software that meets City of Everett standards may be acquired through vendor or from alternative sources. The City will be responsible for the reliable operation of hardware and software it provides.
- d) Include a project timeline from a completed project of similar size & scope.

Tab 8. **Responses to Attachment B – Project and Functional Requirements Questionnaire.** Vendors must respond to every question contained in “Attachment B”. Proposer responses to those questions must be recorded in the provided Attachment B using the criteria listed. Attachment B can be found on the City’s web site Bids Page or by contacting the RFP Coordinator. If a feature, function, product, or service is not available, an explanation of how the functional requirement might otherwise be met using alternative features, functions, products, or services available from the Vendor is encouraged, as this section is a large part of the scoring process.

Tab 9. **Security.** Describe how security is set for the system: whether security is table, field, or form level, the levels of security provided. Also if security can be set up at an individual and group level.

Tab 10. **Support and Maintenance.** Describe ongoing system support and maintenance, including:

a) Support

- i. Describe the vendor's ability to provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period
- ii. Describe the vendor's escalation path.
- iii. The City requires 24/7 availability for major alarm/trouble with a maximum one (1) hour response time and 8/5 availability for a minor alarm/trouble with a maximum four (4) hour response time. Help desk availability for trouble shooting system issues will be a priority for this installation. Provide documentation of this capacity.
- iv. Does the vendor provide onsite services to support the requirements listed in paragraph iii. above?
- v. Provide the hours of Customer Service/Help Desk (Pacific Time Zone).
- vi. Describe the vendor's spare parts and supply inventory.

b) Maintenance

- i. Describe what is included in annual maintenance such as, system configuration support for example mailbox M/A/C, assistance with design and development of Automated Attendants, Bulletin Boards, software and firmware upgrades, etc.
- ii. Describe if there are additional costs based on major and minor versions of software and firmware upgrades or if all software and firmware upgrades are included in annual maintenance.
- iii. Does the vendor continue to provide support if upgrades are not implemented?
- iv. At what intervals are upgrades released for this system?
- v. Describe the vendor's process for receiving M/A/C work that requires vendor assistance.
- vi. Describe how the vendor provides information to keep clients informed of outstanding problems and fixes for the proposed system.
- vii. Describe the vendor's process for receiving, evaluating, and implementing requests for enhancements to the proposed system after it is installed and in use.

Tab 11. **Responses to Attachment C – Price Sheet Form.** Submit the itemized unit and extended price for each product and service proposed as part of the proposed solution on Attachment C - Pricing Sheet Form. Attachment C can be found on the City's web site Bids Page or by contacting the RFP Coordinator. Refer to Attachment A - City of Everett Needs Analysis and System Requirements for detailed information. This section must include a breakdown of all costs associated with the proposal, including all software, software licensing, hardware, training, configuration, customization, consulting and yearly maintenance for the first through fifth year of operation after installation. All

recurring license fees and costs associated with receiving software enhancements must be presented in Attachment C – Price Sheet Form.

Our intent is to have an accurate five-year total cost of ownership figure. Costs analysis should contain sufficient detail so as to make clear the costs of options we may or may not include in our final purchase.

Tab 12. **Professional Services.** In addition to the breakdown of costs described in Attachment C – Price Sheet Form, the City of Everett would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) could be applied for the duration of the project (as described herein). They should include, but are not limited to: project management, programmer/analyst, and technical support analyst.

Tab 13. **Responses to Attachment D - Proposal Forms.** Attachment D – Proposal Forms is available on the City’s website Bid Page at www.ci.everett.wa.us under current bids or by contacting the RFP coordinator.

a) 2011-004-Attachment D – Proposal Forms

Includes the following forms:

- Certification Form
- Non-Collusion Form
- Vendor Questionnaire
- City Non Disclosure Request

b) Proof of general liability insurance as outlined in the Request for Proposal.

Tab 14. **Note exceptions on Attachment E - City of Everett Sample Contract.** Vendor must identify any objections it has to the City’s standard contract, and/or any terms it desires included in the contract, software licenses, project time-line, and ongoing support.

a) **Exceptions/changes must be done using the Track Changes feature in Microsoft Word on Attachment E – City of Everett Sample Contract.**

b) Exhibit A and Exhibit B of the Sample Contract document are not completed until we are to the contracting phase. The City of Everett reserves the right to negotiate the terms of any proposed agreement.

c) By submitting a proposal and by not objecting to terms of the City’s contract, vendor offers to sign the contract as is, and this offer shall be binding and vendor will execute such an agreement without further addition of costs or terms.

Tab 15. **Documentation.** Identify all documentation included with the proposed system. This includes online help, training materials or manuals, user manuals, installation procedures, configuration and maintenance procedures, and operations manuals for all elements within the proposed system.

Tab 16. **Other Information.** Vendors are encouraged to provide additional descriptive information on the proposed system software, hardware, services, etc., following

these required sections. Do not send generic or superficial brochures or marketing materials.

NUMBER OF PROPOSAL COPIES REQUIRED

Vendors should submit (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD. The electronic copy must be either MS Office (e.g. Word or Excel) or Adobe Acrobat PDF file format is required. Do not send generic or superficial brochures or marketing materials.

PROPOSER RESPONSIBILITY

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposers failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a proposer shall be deemed to be such a failure.
- The previous and existing compliance by the proposer with laws relating to the contract or services.
- Evidence of collusion with any other proposer, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future tenders.
- The proposer is not qualified for the work or to the full extent of the proposal.
- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work proposed.
- The proposer failed to settle bills for labor or materials on past or current public or private contracts.
- The proposer has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposers shall affirmatively disclose to the City all such convictions, especially of management personnel or the proposer as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.

- More likely than not, the proposer will be unable, financially or otherwise, to perform the work.
- At the time of proposal opening, the proposer is not authorized to do business in Washington, or otherwise lacks a necessary license, registration or permit.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City

EVALUATION CRITERIA

WEIGHTED CRITERIA

The City will form an evaluation committee to evaluate all proposals based on the following criteria. Each criterion will be weighted as shown.

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose the vendor capable of providing quality vendor services that will help the City achieve the goals and objectives of the requested services within a reasonable budget. In addition to the vendor's overall technical and functional competence, the City of Everett wishes to form a partnership with a financially stable, well-managed business organization that it can count on for continued support throughout the period of the contract and the life of the system.

Understanding of the Project (15%)

An assessment of the Vendor's thorough understanding of the City's needs.

Functionality (35%)

Ability to deploy an application with the Core Functionality defined in the RFP.

Record of Performance (15%)

The Vendor's work experience and history of successful completion of similar projects and its record of completing projects within originally allocated time frames and budgets will be considered under this category.

Specific evaluation criteria under this section include:

- Demonstrated ability to successfully provide products and services required to municipalities or other organizations with projects similar in size and scope to this project.
- Overall assessment of references.
- Demonstrated ability to meet the requirements and services of this RFP.

Qualifications and Experience (15%)

The qualifications and demonstrated experience of the firm and the proposed project team will be evaluated in this category.

Schedule (10%)

A timeline for implementation with clearly defined project activities and associated milestones. This category will be evaluated by review of the submitted project schedule.

Price Proposal (10%)

Responses to this RFP should include a detailed description of the voice messaging system including, but not limited to, software, licensing, hardware, training, configuration,

customization, consulting and yearly maintenance and application functionality needed to fully implement a voice messaging system solution for the City.

City of Everett
REQUEST FOR PROPOSALS
Proposal **2011-004**
Voice Message System

NO PROPOSAL FORM

Dear Prospective Proposer:

If you determine not to submit a proposal in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a proposal in response to this solicitation:

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

Thank you for your assistance. Please mail or fax to:

City of Everett Purchasing Division
3200 Cedar Street
Everett WA 98201
Fax: (425) 257-8864



CITY OF EVERETT

VOICE MESSAGING SYSTEM

NEEDS ANALYSIS AND SYSTEM REQUIREMENTS

TABLE OF CONTENTS

SECTION	PAGE
1. Needs Analysis Overview	3
2. Needs Analysis Methodology	3
3. Current Voice Mail System Background	3
4. System Requirements and Desired Features	3
4. User Issues Summary Table	8
5. Auto Attendant Findings	13
6. Current System Features and Functionality	16
7. NEC System Integration List.....	18
8. Current User Interface Codes (TUI).....	20

1. Needs Analysis Overview

The City of Everett is soliciting proposals for a new voice messaging solution to replace the existing VMX Octel system that is approaching its “end of life” and has limited support options. The City hired COMgroup, Inc. to assist in preparing a Voice Messaging System Upgrade Needs Analysis and developing a System Requirements document. The results of that effort are incorporated into this document.

2. Needs Analysis Methodology

COMgroup conducted a series of twenty-two interviews with representatives from City departments to determine their messaging requirements. COMgroup then conducted a design meeting with the City’s Information Technology core team to validate the findings, discuss options, and gain input from the City’s project team. The results of this needs analysis are summarized in the following Requirements section and in the User Issues Summary Table and the Auto Attendant Findings Table.

3. Current Voice Mail System Background

The current telecommunications environment at the City of Everett includes 16 NEC PBX’s networked using a combination of T-1 circuits and City-owned copper and fiber. Voice Mail is provided by a centralized VMX Octel using a Serenade Telephone User Interface (TUI). The City deploys Microsoft Exchange 2003 with plans to upgrade to 2010 within twelve to eighteen months. Outlook clients are a combination of 2003 and 2007. The new system must integrate with the two core NEC 2400 PBX’s located at City Hall and South Precinct.

4. System Requirements and Desired Features

REQUIRED FEATURES

The following list of required features for a new system was developed based on the user findings and core team input:

- **Current System Features and Functionalities**
 - The new system must provide the features and functionality of the City’s existing VMX Octel Voice Mail System See Section 6 for details.
- **System Integration**
 - The new system must integrate with the City’s existing NEC voice network and the NEC product line See Section 7 for details.

- **System Reliability and Redundancy**
 - The system should be based on a design that avoids loss of service due to system failures or the need for regular system reboots.
 - The system architecture should be redundant to provide hot standby functionality, such that the design provides for:
 - Redundant server to be located in a second site
 - System must operate in an active failover mode, not as a standby server.
 - Dual logic card, redundant power supplies, etc.
- **System Maintenance, Upgrades, Diagnostics**
 - The system must be designed so that routine maintenance procedures, troubleshooting, loading hardware and software revisions, etc., may be performed without the necessity of taking the system out of service.
 - The system shall use self-diagnosing software for error detection, alarm initiation, and logging of component failures.
 - Diagnostic reports and software programming shall be available remotely (via modem access or via a browser and VPN).
- **System Management and Administration**
 - The system must provide a Windows based graphical user interface that trained City of Everett personnel can use to perform standard software changes (Moves, Adds, and Changes; or M/A/C) and run diagnostic checks to the system(s).
 - The system must support pre-programming of tasks that can be scheduled to execute at a later time (typically off-hours).
 - The proposal must include the equipment, software, and training required, along with a description of the software used for administration.
 - The system must provide the ability to create and run reports on an ad-hoc and scheduled basis. Reporting capabilities will include, but not be limited to the following:
 - Summary reports - monthly performance, system statistics, Class of Service, auto-copy, automated attendant, and system alarms.
 - Detailed reports will include time, date, length of message, call frequency, Class of Service, and the ability to trace a mailbox's step-by-step activity.
 - Utilization Reports by user or department.
 - The system must provide a method of creating backups of system configuration, user database information and the voice messaging store.
 - The proposed system must provide a method for automating these backups.
 - Auto purge of Voice Messages based on date of Voice Message and designated purge schedule, for example 30 days from date of voice message received.
- **Security**
 - The system must provide a security scheme that allows users to access only their own voice messages.

- The system must provide administrative login access that allows assigned personnel to administer the system, such as reset passwords and access all voice messages.
 - The system must provide a method for auditing and logging system events including voice message activity, security events, such as unauthorized login attempts and, system updates.
- **Search Capabilities**
 - Proposed system must provide a method for the system administrator to search by date, time, mailbox number.
- **Vendor Support and Maintenance Services**
 - It is required that the Service Agency provide the following:
 - A help desk for system repairs that incorporates the following: ability to prioritize critical calls, procedures for handling said calls, ability to respond to calls within the designated time period, and an escalation path.
 - Repair –requires 24/7 availability for major alarm/trouble with a maximum one (1) hour response time and 8/5 availability for a minor alarm/trouble with a maximum four (4) hour response time. Help desk availability for trouble shooting system issues will be a priority for this installation.
 - Maintenance – Annual maintenance will include but not be limited to all software and firmware upgrades, system configuration support as requested for mailbox M/A/C, assistance with design and development of Automated Attendants, Bulletin Boards, and other support as needed.
- **Records Retention**
 - The system must provide options for meeting the State of Washington records retention requirements RCW 40.14.070, including, but not limited to:
 - Ability for users to mark messages so as to associate them with retention schedules (examples: 1 Year, 2 Year, Lifetime, or legal hold)
 - Ability for system to provide a method to purge messages when the retention requirement has expired.
 - Ability to change retention disposition date due to a legal hold.
 - Archived messages must be indexed and searchable.
- **Auto Attendant**
 - The system must provide an easy to use interface
 - The system must provide authorized users the ability to implement sophisticated auto attendant designs.
 - Ability to update a configured Auto Attendant
 - Ability for auto attendant flows to be recorded in advance, tested, and then activated and deactivated as necessary
 - Ability to activate an automated attendant in stages.
 - The system must provide an easy means to troubleshoot an Automated Attendant as a whole or in sections

DESIRED FEATURES

The following list of desired, but not required, features was developed based on user findings and core team input:

- **Voice Messaging System Platform**
 - It is desired that the new voice message system be based on an appliance-like device
 - It is desired that the new voice message system be based on a design that minimizes the need to manage the underlying operating system.
- **System Administration**
 - System Administration via the NEC MA4000
 - Migration path to ease re-creating existing mailboxes, automated attendants and bulletin boards
- **Unified Messaging (UM)**
 - It is desired the proposed system include Unified Messaging capabilities to allow users to access their voice messages via their phone or email.
 - It is desired that the system have the ability to deploy Voice Messaging with or without Unified Messaging selectively – based on user requirements.
- **Outlook Web Access (OWA)**
 - It is desired that users licensed for Unified Messaging have the ability to access their voice messages via OWA.
- **Telephone User Interface (TUI)**
 - It is desired that the new system offers the same TUI as the existing VMX Octel System (Serenade) to minimize user training and potential user confusion. See section 8 for details.
- **Speech Capabilities**
 - Text to Speech (to listen to emails)
 - Speech recognition user interface to allow the ability to use a voice command instead of a TUI, such as: save this message, delete this message, the name of the person, or department that you are calling
- **Search**
 - Additional desired search criteria, such as originating external caller ID, internal station caller ID
- **Voice Messaging Features**
 - Easy method for users to change their voicemail greetings.

- o Ability to pre-record and store multiple formal (external calls) and personal (internal calls) greetings; for future use such as holiday, office closures, inclement weather, out-of-office messages (lunch, meetings, vacation), etc.
 - Can the system integrate with subscriber's Outlook Calendar and the incoming route to determine greeting or call delivery rules?
- o Ability for users to organize and track their voice messages; examples: identify appropriate messages as citizen complaints, prioritize messages based on call type.
- o While listening to voice messages, ability to pause, slow down or speed up the message at the individual employee level.
- o Ability to "unsend" a voice message, internally and/or externally.
- o Ability for caller to prioritize a message as urgent.
- **Ability to integrate with applications such as IVR.**
 - o Describe how the system is able to support 3rd party applications.
 - o Provide a list of applications that you have installed and how the system has integrated with successfully.
- **Auto Attendant**
 - o The ability to design and document using a flow chart method
 - Describe if your system has the means to design an automated attendant and create a printed flow chart of that design

4. User Issues Summary Table

Group Interviewed	Comments	Issues with Current Voice Mail System	Wish List	Requirements
Finance	- Accounting and Finance - "no concerns" - Purchasing	- Purchasing - AA needs to be updated - Cannot dial ahead when forwarding a message; Cannot speed up/slow down	- Purchasing: Now gets his email on Blackberry - UM would be very helpful - All: Would like the ability to pre-record different greetings - new VM easy to use	Unified Messaging Multiple Greetings
Admin/ Mayors Office	Every message from a citizen is transcribed (typed on a form) and saved electronically	The number used for Concerned Citizens Calls is the same as the staff's extension. Because they use the same # and mailbox, they cannot tell which message for her or one from a concerned citizen	- Ability to differentiate/manage messages - Many staff have Blackberries - VM in email would be very beneficial - Ability to store and activate different greetings - Ability to track Citizen calls and messages	Unified Messaging Multiple Greetings
Facilities	Today have a very simple Auto Attendant	No issues, just some things could be better with new options	- Would like to know how many voice mails he has; ability to prioritize - VM in email good...even if they don't have Blackberries - Save and use "generic" greetings, such as "out of office"	Unified Messaging (selectively within department) Multiple Greetings
Fire Dept	Blackberries for Emergency Management & Fire Administration Staff	- Menu tree - many options "Cumbersome to change" - have to re-record whole menu - Needs to be simplified - Old options still on AA, not updated for awhile (ex: CPR) - No MW indication for VM on secondary line-PBX issue	- Easier caller access to menu - Enter menu choice at any time - Name select by first letter - UM would work very well for most staff - Good for media contacts - provide timely receipt of VM to Blackberry - UM also good for those who get VM on secondary line (today without Message Light)	Unified Messaging AA that is easy to administer
Municipal Court	- Judges use email more than VM - Daytime AA Menu - passes calls to UCD	At lunch, issues forwarding calls to recorder for messages - calls get caught in loop. Need better way	- Time and date stamp on messages without having to push buttons - Easier to access and manage for judges	Unified Messaging- must be able to play over phone and computer

Group Interviewed	Comments	Issues with Current Voice Mail System	Wish List	Requirements
	No Voice Mail - calls must be answered within the UCD		- Easier to record alternate messages - Better ability to trace threatening messages (do not get Caller ID when call transferred from Phone Tree) - Retention is a recurring theme	Keep same VM TUI
Cultural Arts	High volume of calls all day long	- Too many numbers to enter - Problems deleting messages	- Would love to get VM in email - had at another job and it was very effective - For AA, ability to record event info in advance and set date to activate and expire as dates come up	Unified Messaging
Motor Vehicle Division		Problems with the current system –Need additional training	- Keep changes to a minimum! - Would be nice to have an afterhours emergency menu option to get callers to the shop	Only one person sees UM as a benefit Simple AA menu
Planning	No AA - strong feeling calls should be answered by live person	Have to listen to some messages 2 or 3 times - no ability to pause or slow down-	Think VM in email would be good for everybody in the dept. (concern about deleting on phone or on PC...which overrides?)	Unified Messaging Multiple Greetings
Human Resources		Phone Tree very "cumbersome"	- Improve phone tree - Ability for live person to forward caller to FAQ info mailbox - Send alert to cell phone (not Blackberry) when have a message - UM would be a great asset.	Unified Messaging
Legal		Forwards VM or has to write down message - cumbersome	- Would like UM - Ability to record and save emails – within retention rules	Unified Messaging
Parks and Rec	- AA Menu - UCD hub for answering many types of calls - Agreement to respond to VM within 24-48 hours	AA needs to be updated-in progress	Would like "computer and phones to come together"	UM for many, not all
Community Services	Blackberries for Animal Svcs & Neighborhoods	- Animal Svcs: - High call volume	Animal Svcs: - Simplify AA script	

Group Interviewed	Comments	Issues with Current Voice Mail System	Wish List	Requirements
		- o Lengthy calls - o Current AA drops calls • Sr Ctr – Current system is OK	• Review ACD options • Ability to slow down/speed up messages	
City Council	• Elected Officials - are part time; some very seldom come into office • Administrative Assistant has City issued Blackberry	• Members want live answer • Admin Assist. forwards VM to members , group distribution feature does not always work as many messages are specific for one or more members •	• UM would be very useful for Admin. Assist.	UM for Admin Assist. VM must have simple prompts
Transit	• Blackberries for Administrative staff • Customer Comment Line - only takes messages • Customer Service - high volume, small staff	• Current system does not show how many messages you have • AA needs to be updated - many voices, not easy for customers to navigate	• Directory for Admin (internal callers only) • Better way to handle and archive Customer Comment Line messages • Update Customer Svc Center Phone Tree (high volume queue and limited staff) • Ability to change menu without impacting entire greeting - i.e. add rider alerts) • Easy to remotely change message - react to external situations - text to speech would be great • Easier for customers to use	UM for all staff Alternate Greetings Find Me feature for call in line - must find shift supervisor
Para Transit	• Implementing new IVR (Trapeze) - for automated reminders		• Automated or canned changes - i.e. holiday message scheduling that includes drivers different days off • Ability to manage and prioritize messages	
Police Dept.	• Blackberries for Administrative Officers • Patrol officers forget to check VM...carry laptop and check email	• AA needs to be updated, many complaints from callers - callers do not know what they want, press buttons until get someone • Too many steps to change voice mail greeting • Current voice mail is	• #1 wish - live person answer • UM would be big benefit (email is checked before voice mail) • Manage messages from one device • Ability for caller to indicate high priority • Interest in converting VM to text and	Unified Messaging for all Auto Attendant that is simple for callers

Group Interviewed	Comments	Issues with Current Voice Mail System	Wish List	Requirements
		cumbersome, but it works	- deliver as email - Handset display of how many messages	
Prosecutors Office	Office Assist. check VM in morning and forward to appropriate person	Date stamp is changed when VM is forwarded	- Blackberries with UM to get messages when in court - Easier to update Witness Line	UM
Public Works	- Answer City main # and Public Works Heavy reliance on switchboard operators who know how and where to send calls - After hours AA Building Dept - high volume to VM - she writes down and doles out to inspectors	- Shared extensions at WFP - do not use VM as don't know who message is for - Complaints about phone tree in other depts., so very reluctant to use here	- WFP: helpful if could re-direct calls to announcement with emergency info...i.e. need to boil water, etc - In future, would be open to some up front AA, but would have to assure callers could get live person - UM good for some, need ability to still listen over headset on phone	UM for some Multiple VM greetings
EPAC	- AA used as backup - Cell number on business card - uses OWA (they are a contractor)	- AA is long and cumbersome - takes long time to record - Hard to forward VM messages	VM in email would help very much	Unified Messaging
IT	Help desk is internal number only	No way to selectively retrieve a VM - have to listen to all	- Bulletin board front end for helpdesk - alert callers to problems - Ability for caller to mark message urgent - Ability to NOT allow callers to bypass greeting (for vacation messages, etc.) - Automate default retention for VM archiving same as email archiving - Ability to "un-send" voice mail message - Multiple greeting would be great for this group	Unified Messaging Multiple Greetings Easy to use
Library	- Only 1 AA option...takes to automated renewal system (Polaris) - Small AA for after-hours calls at both branches	- Not easy to use/ not intuitive - Have to listen to instructions every time – prompts are for the 1st 3 times a user listens and then fades away. If VM is not used for a period of time, prompts return.	Easier system to use	UM for Supervisors and some others
Telecom	Aware there has not been	As users, they know the system	Desire to keep same Serenade TUI	

Group Interviewed	Comments	Issues with Current Voice Mail System	Wish List	Requirements
	enough pro-active AA updating by many departments	commands better than most.	• Administer via MA4000 if possible • Concerns about retention	

5. Auto Attendant Findings

Department	Auto Attendant – Current	Comments -Recommendations
Finance - Purchasing	AA as back up for main purchasing # - all	Now is by persons name instead of by function...could use some tune-up
Mayor's Office	No AA	
Facilities	<u>Day</u> - 7 options - Press x for name and function <u>After hours</u> 2 options – - Emergency Press 1, outcalls to cell notifying message is in mailbox. Repeated (escalated to other staff) until message is retrieved. - Call is then returned (asked to remove call blocking) - Non-Emergency Press 2 – long greeting with same 7 options as Day to leave messages. Repeats	Many steps for emergency...how can this be streamlined?
Fire Dept Administration (not stations)	<u>AA - Main FD #</u> and other individuals or functions. Info line...not changed for long time – no longer reflects current	Desire (to simplify options on AA, including dial ahead or enter first letter to get to person.
Municipal Court	<u>AA - Day</u> – UCD holds calls in queue - all calls must be answered by live person 8 options...all start with “Press x” Issues with daytime closures (i.e. lunch) – forward to analog recorder , call sometimes caught in loop Complaints about “Phone Tree Frustration” <u>Night</u> – AA to mailboxes – no zero out	Can we use NEC routing rule to provide greeting with message mailbox for lunch closures and back to regular greeting w/UCD? – must be easily activated and not lose calls Simplify script – speak function first
Cultural Arts	Summer in the Park Info Line – Many events, seasonal	Desires ability to record in advance and set due date to activate and remove when over
Motor Vehicle	AA - 4 options - by name	Agreed would be better by function Would like after hours emergency option – if need shop, press 1 and be transferred.
Planning	No AA	
Human Resources	Phone Tree – “very cumbersome”	Strong desire to streamline Job Line! Desire ability to transfer FAQ calls to an informational mailbox
Legal	Prosecutors Office - Witness Line (instructed on Subpoena to call on Fri.) Must update every week...read names of who is to come in	Have to read names...different ethnic names, could benefit by text to speech?

Department	Auto Attendant – Current	Comments -Recommendations
	2 info mailboxes – one for public, one for police	
Parks and Rec.	Resource Line script “for xxx, press 1” Individual Menus script “Press 1 for xxx	High Volume of calls during Registration Script is lengthy for each option (see Kasch Park) Menu needs to be updated (Jeanette is aware)
Community Service	Animal Service – 2 nd largest call volume in the City – Problems with current AA, drops script	Desire to simplify script – give callers the ability to quickly get through the process
City Council	No AA	
Transit	Customer Comment Line (not in the Cust. Svc. Phone Tree) – Add? – multiple staff retrieve and document – current system does not archive Customer Service Center AA – Currently many different voices – Some information “hidden” behind multiple options – Not obvious what options to choose to get desired information – Callers circumvent queue to get to live person	Admin would like a Directory by dept. on main number Cust. Svc. AA not meeting the needs – Easier and faster for callers to get desired information – Provide ability to go back to main menu – Lost and Found prompt - only goes to Everett Station, – Better routing to employee (review ACD – not working well – high volume queue, only 2 on phones) – Desire ability to easily change menu options without impacting the entire menu – example is Rider Alert vs. Standard Menu – Ability to make changes remotely to respond to external situations (very interested in text to speech)
Police Dept.	Many complaints about phone tree – 7 options with multiple layers in each – Script is Press x for xx...lot of information to remember for each choice – People don’t know what they want, end up pressing option for records – if caller does not make choice, says Goodbye and hangs up	Big need for re-design; some calls just have simple questions Today Records acts as triage since many callers end up there as default Desire a “simple/elegant” solution
Prosecutors Office	No AA	
Public Works	AA after hours now. Many complaints about phone tree in other departments	Agreed would be helpful if could have bulletin-board type announcements about

Department	Auto Attendant – Current	Comments -Recommendations
		emergency information such as need to boil water. Would be open to some up front AA as long as users could easily get live person
EPAC	AA is backup when live person doesn't answer	AA is long, cumbersome, takes long time to record
IT	Internal number only...no AA now	Agreed Bulletin Board announcement front end with current issues would be good.
Library	Only 2 AA options – to auto renewal system	
Para Transit	AA – 2 options...Make a Reservation, Cancel a Reservation	New IVR intended to reduce unreported cancellations with reminder outcalls Some issues with drivers holiday schedules different from City...wish to automate some schedule announcements

6. Current System Features and Functionality

<u>Current Features & Functionalities</u>	<u>Code</u>
<u>Mailbox Management by City System Administrator</u>	
Establish a new mailbox	Command Line
Default security code for each mailbox, 4 digits	XXXX
Reset Security Code	Command Line
Establish Off-Site or Pager Notification	Command Line
Establish Auto-Copy	Command Line
Establish Distribution List	Command Line
Establish Names Directory	Command Line
<u>Mailbox Management by User (TUI)</u>	
4-digit dialing access to Voice Messaging System w/in city network	8688
10-digit dialing access to Voice Messaging system from outside city network.	425-257-8688
Individual security code for each mailbox	User Selected
User changeable security code for each mailbox	User Selected
Change Security Code	1-6-2
Change Name	1-6-8
Change Greeting	4-6
Listen to Greeting	4-5
Change Off-site or Pager notification	1-6-3
Change Auto-Copy	1-6-4
Listen to a message	5
Listen to the last message	1-5
Save a message	7
Delete a message	3
Back up several seconds	2
Back up to the beginning	2-2
Go forward several seconds	4
Time & Date message was received	8
Personal Distribution List	1-6-6
Turn On Greeting	1

<u>Current Features & Functionalities</u>	<u>Code</u>
Turn Off Greeting	2
Check Message Sent	1-2
Adjust volume	1-8
Pause/Resume Play	*
Forward a message w/in the system	1-3
Reply to a message w/in the system	1-7
Log-Out	9-9
<u>Mailbox Messaging</u>	
4-digit dialing access to leave a message	
Quick message key to bypass greeting	*
Access Names Directory	6-0-0

7. NEC System Integration List

NEC 2400'S & SYSTEM MANAGEMENT

*Site Name: City Hall
NEC 2400 IPX Version 18
AimworX Management System 5.0 SP4A
MA4000 (*to be added in 2011*)

**Site Name: South Precinct
NEC 2400 IPX Version 9

Site Name: Service Center
NEC 2400 IPX Version 21

Site Name: Forest Park
NEC 2400 IPX Version 12

Site Name: Main Library
NEC 2400 IPX Version 11

Site Name: South Library Complex
NEC 2400 IPX Version 11

Site Name: Water Pollution Control Facility
NEC 2400 IPX Version 25

NEC SV 8300'S

Site Name: Fire Administration
NEC SV8300 Version R5

Site Name: Water Filtration Plant
NEC SV8300 Version R5

Site Name: Legion Park
NEC SV8300 Version R5

Site Name: Kasch Park
NEC SV8300 Version R5

Site Address: Fire Station #1
NEC SV8300 Version R5

Site Address: Van Valey House

NEC SV8300 Version R5

Site Name: Fire Station #5
NEC SV8300 Version R5

Site Name: Fire Station #4
NEC SV8300 Version R5

Site Name: Walter E. Hall
NEC SV8300 Version R5

*City Hall is the Hub Switch where the current voicemail is located

**South Precinct will be the new redundant site

8. Current User Interface Codes (TUI)

<u>Current User Interface Codes (TUI)</u>	<u>Code</u>
Change Security Code	1-6-2
Change Name	1-6-8
Change Greeting	4-6
Listen to Greeting	4-5
Change Off-site or Pager notification	1-6-3
Change Auto-Copy	1-6-4
Listen to a message	5
Listen to the last message	1-5
Save a message	7
Delete a message	3
Back up several seconds	2
Back up to the beginning	2-2
Go forward several seconds	4
Time & Date message was received	8
Personal Distribution List	1-6-6
Turn On Greeting	1
Turn Off Greeting	2
Check Message Sent	1-2
Adjust volume	1-8
Pause/Resume Play	*
Forward a message w/in the system	1-3
Reply to a message w/in the system	1-7
Log-Out	9-9

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

How to fill out the questionnaire.

Use this key to determine which code to use for each question listed in the Project and Functional Requirements Questionnaire below.

Matrix Column	Description
Description	This column presents required functionality, unless otherwise stated.
Code	3 – Software/services can completely meet this requirement with no custom code and no additional expense. For example, this code should be used when the requirement can be met by populating a table or modifying a screen so long as these tables or screen changes would not affect software updates.
	2 – Software/services can meet requirement with minor code modifications with no impact on future releases. Modifications are placed in production by the implementation date with no additional cost for modification; the modification becomes part of the next software release.
	1 – Software/services will not meet requirement and will require system modification. Testing and production of modifications will be in place prior to implementation date; however, the customer will assume a cost above the basic system cost for future updates.
	0 – Software/services will not meet requirement.
Comments	In this section, please provide additional information about your responses. In particular, we want to know: • If your description includes any features that are not part of the base software package or is not part of your standard professional services (i.e. hosting). • If your response includes uses of third party software, ad-hoc query tools, “creative” use of exiting features, or custom modifications. Costs are requested in a separate attachment, please provide a realistic dollar estimate if there is additional cost associated with your solution, and whether that cost is due to additional software purchase or modification work.

City of Everett
REQUEST FOR PROPOSALS
 Proposal 2011-004
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

Refer to 2011-004-Attachment A–City of Everett Needs Analysis and System Requirements and RFP 2011-004 for supporting information to the questions listed below.

Respond to each question completely. Unless requested, do not respond with only a yes or a no answer.

Use the key on Page 1 of this document to determine which code to use for each question listed.

	Description	Code
	REQUIRED FEATURES	
	<u>Current System Features and Functionalities</u>	
1.	Proposed system provides the features and functionality of the City’s existing VMX Octel Serenade Voice Mail System. See Section 6 of Attachment A - City of Everett Needs Analysis and System Requirements document for details.	
	Comments:	
2.	Distribution List Capabilities	
	a) How many different distribution lists does your system allow?	
	Comments:	
	b) How many mailboxes are allowed in each distribution list?	
	Comments:	
	c) Is the list created by the user or by the system administrator?	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	d) Does the system have the capability to create a system wide distribution list?	
	Comments:	
	<u>System Integration</u>	
3.	Proposed system has the ability to integrate with the City's existing NEC voice network and the NEC product line. See Section 7 of the City of Everett Needs Analysis and System Requirements document for details.	
	Comments:	
	<u>System Reliability and Redundancy</u>	
4.	Proposed system is based on a design that avoids loss of service due to system failures or the need for regular system reboots	
	Comments:	
5.	Proposed system allows for redundancy. Explain how this is accomplished.	
	Comments:	
	a) Proposed system allows for redundancy utilizing equipment in a separate location. Explain how this is accomplished.	
	Comments:	
	b) Proposed system allows for Active Failover Mode. Explain how this is accomplished.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
	c) Proposed system includes redundant critical components, such as dual logic card, redundant power supplies, etc.,	
	Comments:	
6.	Describe how the proposed system would survive the loss of any critical component or network failure. You must specify all associated additional costs to accomplish this, whether by duplication or load balancing of critical common equipment.	
	Comments:	
	<u>System Maintenance, Upgrades, and Diagnostics</u>	
7.	Proposed system allows for routine maintenance procedures, trouble-shooting, loading hardware and software revisions, etc., be performed without the necessity of taking the system out of service.	
	Comments:	
8.	Proposed system uses self-diagnosing software for detecting, alarm initiation and logging of component failures.	
	Comments:	
9.	Proposed system provides diagnostic reports and software programming remotely (via modem access or browser and VPN).	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
10.	Proposed system allows all default passwords for remote programming access be removed or changed.	
	Comments:	
11.	Describe how system maintenance functions, such as component change-outs, trouble-shooting, and loading of new software revisions are accomplished in the system (procedure overview, reboot requirements, impact on users, etc).	
	Comments:	
12.	Describe how you keep your customers up to date with the latest patches and software releases.	
	Comments:	
13.	Are software upgrades included in the annual maintenance costs?	
	Comments:	
	<u>System Management and Administration</u>	
14.	Proposed system provides a Windows based graphical user interface that trained City of Everett personnel can use to perform standard software changes (Moves, Adds, and Changes; or M/A/C) and run diagnostic checks to the system(s).	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
15.	Proposed system supports pre-programming of tasks that can be scheduled to execute at a later time (typically after peak hours).	
	Comments:	
	a) The proposal must include the equipment, software, and training required, along with a description of the software used for administration.	
	Comments:	
16.	Proposed system allows easy access, easy to query, modify and manage using English language commands and/or a GUI interface.	
	Comments:	
17.	Proposed system provides the ability to create and run reports on an ad-hoc and scheduled basis.	
	Comments:	
	a) Proposed system provides Summary reports – such as, monthly performance, system statistics, Class of Service, auto-copy, automated attendant, and system alarms. Please note if any of the above reports are not available.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
	b) Proposed system provides Detailed reports that include time, date, length of message, call frequency, Class of Service, and the ability to trace a mailbox's step-by-step activity. Please note if any of the above reports are not available.	
	Comments:	
	c) Proposed system provides Utilization reports by user or department.	
	Comments:	
	d) Describe how the system measures usage. What reports are included?	
	Comments:	
	e) Provide a list of additional reports the proposed system includes, that were not listed in question 17a, 17b and 17c.	
	Comments:	
18.	Proposed system includes hardware, software, administration software and required training.	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
19.	Proposed system allows for an automated process of creating backups of system configuration, user database information and voice messaging store. Explain how this is accomplished and what back-up and restore options are provided by the proposed system.	
	Comments:	
20.	Proposed system allows auto purge of Voice Messages based on date of Voice Message and designated purge schedule.	
	Comments:	
	<u>Security</u>	
21.	Proposed system provides a security scheme that allows users to access only their own voice messages.	
	Comments:	
22.	Proposed system provides administrative login access that allows assigned personnel to administer the system as well as access all voice messages.	
	Comments:	
23.	Proposed system provides a method of auditing and logging system events, including voice message activity, security events, such as unauthorized login attempts and, system updates.	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
24.	What are the auditing and logging capabilities of the software?	
	Comments:	
	a) Can the software be configured to automatically send the logs to an external syslog server?	
	Comments:	
25.	Has your software undergone an independent code review and application penetration test to identify any security concerns? If so, have you addressed all security concerns and re-evaluated to ensure correction?	
	Comments:	
	<u>Search</u>	
26.	Proposed system provides a method for searching by one or all of the following: date, time, number called, calling number and other means. Please describe any other search capabilities available in the proposed system.	
	Comments:	
	<u>Vendor Support and Maintenance Services</u> (See RFP, Section “Submittal Requirements”, Tab 10 Support and Maintenance for questions to be answered in addition to those listed below)	
27.	Warranty Period	
	a) What is the Vendor’s contractual definition of a major alarm and a minor alarm?	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
	b) State the Vendor's guaranteed service response time for:	
	Major Alarm: Minor Alarm: Standard M/A/C Service Request: Comments:	
	c) Describe system's external hardware and/or facilities that provide remote alarm notification.	
	Comments:	
	d) Describe remote maintenance/troubleshooting operations supported. Include descriptions of any 24 hour response centers and how the system(s) automatically interact.	
	Comments:	
	e) Describe the type of support available from the manufacturer, including escalation of technical issues, remote dial-in access, auto alarm reporting and response, etc.	
	Comments:	
	f) What is the proximity of technicians to the City of Everett?	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
28.	System Support / Maintenance – Proposed Service Agreement	
	a) Describe your support model for providing ongoing support beyond the initial warranty period.	
	Comments:	
	<u>Records Retention</u>	
29.	Proposed system provides options for meeting the State of Washington records retention requirements RCW 40.14.070 including, but not limited to:	
	a) Proposed system allows users to mark messages so as to associate them with retention schedules (examples: 1 Year, 2 Year, Lifetime, or Legal Hold)	
	Comments:	
	b) Proposed system provides a method to purge messages when the retention requirement has expired.	
	Comments:	
	c) Proposed system provides a method to change retention disposition date due to legal hold.	
	Comments:	
	d) Proposed system provides archived messages that must be indexed and searchable.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
	<u>Auto Attendant</u>	
30.	Proposed system provides an easy to use interface	
	Comments:	
31.	Proposed system provides authorized users the ability to implement and troubleshoot sophisticated auto attendant designs.	
	Comments:	
32.	Proposed system provides the ability to update and configure Auto Attendant.	
	Comments:	
33.	Proposed system provides the ability for auto attendant flows to be recorded in advance, tested, and then activated and deactivated as necessary.	
	Comments:	
34.	Proposed system provides the ability to activate an automated attendant in stages.	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
35.	Proposed system must provide an easy means to troubleshoot an Automated Attendant as a whole or in sections.	
	Comments:	
	DESIRED NOT REQUIRED FUNCTIONALITY	
	<u>Voice Messaging System Platform</u>	
36.	Is the proposed system appliance-like or server based? Explain	
	Comments:	
37.	What operating system does the appliance-like or server based platform operate on?	
	Comments:	
38.	Describe the system maintenance required for the specific platform provided in Question 36.	
	Comments:	
39.	What steps have been taken to “harden” the OS from failures and security risks, such as a virus or denial of service attack?	
	Comments:	
40.	How are patches and security updates applied to the OS (is this a client task requirement)?	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
41.	Describe mechanisms or techniques used to ensure system uptime, including components and levels of redundancy options available.	
	Comments:	
	<u>System Administration</u>	
42.	Proposed system allows system administration via a system maintenance terminal and/or the NEC MA4000	
	Comments:	
43.	Proposed system provides a migration path to ease re-creating existing mailboxes, automated attendants and bulletin boards	
	Comments	
	<u>Unified Messaging (UM)</u>	
44.	Proposed system includes Unified Messaging capabilities to allow users to access their voice messages via their phone or email.	
	Comments:	
45.	Proposed system has the ability to deploy Voice Mail with or without Unified Messaging selectively – based on user requirements.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
	<u>Outlook Web Access (OWA)</u>	
46.	Proposed system allows users licensed for Unified Messaging have the ability to access their voice messages via OWA.	
	Comments:	
	<u>Telephone User Interface (TUI)</u>	
47.	Proposed system offers same telephone user interface (TUI) as the current VMX Octel System (Serenade) System. See Section 8 of Attachment A – City of Everett Needs Analysis and System Requirements document for details.	
	Comments:	
	<u>Speech Capabilities</u>	
48.	Proposed system allows text to speech (to listen to emails)	
	Comments:	
49.	Proposed system provides a speech recognition user interface to allow the use of a voice command instead of a TUI, such as: save this message, delete this message, the name of the person, or department that you are calling.	
	Comments:	
	<u>Search</u>	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
50.	Proposed system provides additional search criteria, such as originating external caller ID, internal station caller ID, etc. Please list additional search criteria available within the system.	
	Comments:	
	<u>Voice Messaging Features</u>	
51.	Proposed system allows easy method for users to change their voicemail greetings.	
	Comments:	
52.	Proposed system allows user to pre-record and store multiple formal (external calls) and personal (internal calls) greetings, for day-to-day and future use such as holiday, office closures, increment weather, out-of-office messages (lunch, meetings, vacation), etc.	
	Comments:	
53.	Proposed system integrates with subscriber's Outlook Calendar and the incoming route to determine greeting or call delivery rules.	
	Comments:	
54.	Proposed system allows users to organize, track and prioritize voice messages based on call type, example citizen complaints. Explain how this is accomplished.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
55.	Proposed system allows users while listening to pause, slow down, or speed up voice messages at the individual employee level.	
	Comments:	
56.	Proposed system allows user to “unsend” a voice message.	
	Comments:	
57.	Proposed system allows caller to prioritize a message as urgent.	
	Comments:	
	<u>IVR Capabilities</u>	
58.	Proposed system allows integration with applications such as IVR and other systems.	
	Comments:	
59.	Describe how the system is able to support 3 rd party applications.	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
60.	Provide a list of applications that you have installed and how the system has integrated with successfully.	
	Comments:	
	<u>Auto Attendant</u>	
61.	Proposed system has the ability to design and document using a flow chart method.	
	Comments:	
62.	Describe if your system has the means to design an automated attendant and create a printed flow chart of that design.	
	Comments:	
	<u>Data Migration</u>	
63.	It is desired that vendors provide a complete and accurate data migration path that will ease re-creating mailboxes, automated attendants and bulletin boards from our existing voicemail system. The current system supports approximately 2000 mailboxes. (Please explain how this is accomplished)	
	Comments:	
	GENERAL QUESTIONS	
	System Security:	
64.	Requires a User Account and Login to access the application.	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
65.	Ability to restrict access. (Example by user or group) <i>Please explain how this is accomplished.</i>	
	Comments:	
66.	Ability to use an Active Directory User Domain Account for access to the application. <i>Please explain how this is accomplished.</i>	
	Comments:	
67.	Describe any remote access required during implementation, or to provide maintenance or troubleshooting.	
	Comments:	
	Technical Specifications/Requirements:	
68.	If applicable, describe database compatibility with Microsoft SQL or Oracle. Indicate in comments the specific backend databases supported along with the latest version supported.	
	Comments:	
69.	Does the system require an Application Server, Database Server, Web Server, File Server, etc. <i>Please include a diagram/network topology explaining the need for each of these servers.</i>	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
	Comments:	
70.	Does your system require web services, such as IIS, Tomcat, etc? What versions does it support?	
	Comments:	
71.	Is the system software compatible with Microsoft XP and Microsoft XP Tablet PC Operating Systems? Please note if Windows 7 Compatible.	
	Comments:	
72.	Is the system software compatible with Desktops, Laptops and Tablet PCs?	
	Comments:	
73.	Is the system software compatible with Windows 2008R2 Server? Please note if compatible with Windows 2003 Server.	
	Comments:	
74.	The City standard for server virtualization is VMware; will this system work in a VMware virtualized environment?	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
75.	What are the VMware hardware/application requirements for your system?	
76.	Does the vendor have support staff knowledgeable in supporting the system in VMware?	
	Comments:	
	Project Services:	
77.	Does the vendor provide a project schedule/timeline?	
	Comments:	
78.	Does the vendor provide application requirements analysis?	
	Comments:	
79.	Does the vendor provide system configuration and testing plans?	
	Comments:	
80.	Does the vendor provide an implementation plan and schedule?	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment B - Project and Functional Requirements
Questionnaire

	Description	Code
81.	Does the vendor provide technical support for implementation?	
	Comments:	
82.	Does the vendor provide project progress reporting?	
	Comments:	
	Licensing Requirements: <i>Licensing requirements for 2000 Mailboxes</i>	
83.	In the comments section below describe your licensing model including any requirements for named users.	
	Comments:	
84.	Vendor's software licensing model easily allows for adding additional licenses. Please also describe licensing increment sizes and costs.	
	Comments:	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Refer to RFP 2011-004 and RFP 2011-004-Attachment A–City of Everett Needs Analysis and System Requirements for supporting information to the questions listed below.

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Phase I – Main System				
Licensing (Type/Description)				
Comments:				
Comments:				
Comments:				
System Software				
Comments:				
Comments:				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Hardware				
Please list all hardware and hardware software that will be required by your system.				
Comments:				
Comments:				
Comments:				
Professional Services				
Migration of Mailboxes, Automated Attendants and Menus. Approximately 2000 Mailboxes.				
Comments:				
System Installation and Configuration				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Training-Administrators				
Comments:				
Training-End Users				
Comments:				
Additional Development to meet project requirements.				
Comments:				
Comments:				
Comments:				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Other (Please Describe)				
Comments:				
Maintenance				
Annual Maintenance & Support for following years. (Explain Pricing Model)				
Comments:				
Annual Maintenance 1 st Year				
Comments:				
Annual Maintenance 2 nd Year				
Comments:				
Annual Maintenance 3 rd Year				
Comments:				
Annual Maintenance 4 th Year				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Annual Maintenance 5 th Year				
Comments:				
			Sub Total	
			Tax	
			Total	
Additional or Optional Costs				
Travel and Accommodations				
Comments:				
Additional modules/software to meet requirements.				
Comments:				
Comments:				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
			Sub Total	
			Tax	
			Total	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Phase II – Redundant System Remote Site				
Licensing (Type/Description)				
Comments:				
Comments:				
Comments:				
System Software				
Comments:				
Comments:				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Hardware				
Please list all hardware and hardware software that will be required by your system.				
Comments:				
Comments:				
Comments:				
Professional Services				
System Installation and Configuration				
Comments:				
Training-Administrators				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Other (Please Describe)				
Comments:				
Maintenance				
Annual Maintenance & Support for following years. (Explain Pricing Model)				
Comments:				
Annual Maintenance 1 st Year				
Comments:				
Annual Maintenance 2 nd Year				
Comments:				
Annual Maintenance 3 rd Year				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Annual Maintenance 4 th Year				
Comments:				
Annual Maintenance 5 th Year				
Comments:				
			Sub Total	
			Tax	
			Total	
Additional or Optional Costs				
Travel and Accommodations				
Comments:				
			Sub Total	
			Tax	
			Total	

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Phase III – Desired Functionality (Such as Unified Messaging)				
Licensing (Type/Description)				
Comments:				
Comments:				
Comments:				
System Software				
Comments:				
Comments:				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Hardware				
Please list all hardware and hardware software that will be required by your system.				
Comments:				
Comments:				
Comments:				
Professional Services				
System Installation and Configuration				
Comments:				
Training-Administrators				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Training-Administrators				
Comments:				
Other (Please Describe)				
Comments:				
Maintenance				
Annual Maintenance & Support for following years. (Explain Pricing Model)				
Comments:				
Annual Maintenance 1 st Year				
Comments:				
Annual Maintenance 2 nd Year				

City of Everett
REQUEST FOR PROPOSALS
 Proposal **2011-004**
 Voice Messaging System
Attachment C - Price Sheet Form

Price Sheet				
Description	Qty/Hrs	Cost		Extended Total
Comments:				
Annual Maintenance 3 rd Year				
Comments:				
Annual Maintenance 4 th Year				
Comments:				
Annual Maintenance 5 th Year				
Comments:				
			Sub Total	
			Tax	
			Total	
Additional or Optional Costs				
Travel and Accommodations				
Comments:				
			Sub Total	
			Tax	
			Total	

Agreement for Purchase, Installation and Training of [Software]

**CITY OF EVERETT
WASHINGTON**

**and
[VENDOR]**

TABLE OF CONTENTS

1 RECITALS.....	1
2 SERVICES AND PRODUCTS—GENERAL.....	1
3 SCOPE OF WORK.....	1
4 PRICE AND PAYMENT.....	1
5 [VENDOR] SOFTWARE.....	2
5.1 Grant of License and Right to Use.....	2
5.2 Furnishing and Installation of Software.....	2
5.3 Preparation and Access.....	3
5.4 Ownership of Data.....	3
6 CONFIGURATION AND DEVELOPMENT.....	3
6.1 Configuration.....	3
6.2 Other Software Development.....	3
6.3 Resources.....	3
6.4 Timetable.....	3
7 DELIVERY, INSTALLATION AND ACCEPTANCE.....	3
7.1 Delivery and Installation.....	3
7.2 Tests.....	4
7.3 Acceptance.....	4
7.4 Cure of Non-Conformities or Defects.....	4
8 CONFIDENTIALITY.....	4
8.1 City Information To Be Kept Confidential.....	4
8.2 [Vendor] Confidential Information.....	4
9 INTELLECTUAL PROPERTY RIGHTS.....	4

10 WARRANTIES	5
11 SOFTWARE SUPPORT AND MAINTENANCE	5
11.1 Term	5
11.2 Notice of New Releases or Enhancements	5
11.3 Correction of Errors	5
12 TERMINATION	6
12.1 Breach	6
12.2 No Breach	6
13 INDEMNIFICATION	6
14 INSURANCE	7
15 INDEPENDENT CONTRACTOR	8
16 EMPLOYMENT	8
17 MISCELLANEOUS	9
17.1 Addresses	9
17.2 Construction	9
17.3 Modification	9
17.4 Force Majeure	9
17.5 Required Approvals	9
17.6 Applicable Law and Choice of Forum	9
17.7 Severability	10
17.8 Headings for Convenience.	10
17.9 Assignment Barred	10
17.10 Order of Precedence	10
17.11 Waiver	10
17.12 Warranty of Authority	10

17.13 Audits and Inspections.....	10
17.14 City of Everett Business License.....	11
17.15 State of Washington Requirements.....	11
17.16 Compliance with Federal, State and Local Laws.....	11
17.17 Complete Agreement.....	11
17.18 Effective Date.....	11

SOFTWARE AGREEMENT BETWEEN CITY OF EVERETT AND [VENDOR]
THIS AGREEMENT is by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and [Vendor], a _____ corporation, whose address is _____, hereinafter referred to as "[Vendor]".

1 RECITALS

WHEREAS,

- 1.1 The City desired to acquire a software system for a System/Software.
- 1.2 The City issued Request for Proposal _____ ("RFP").
- 1.3 [Vendor] is a software developer of such a system, called [Product] ("Product").
- 1.4 [Vendor] responded to the RFP with a proposal.
- 1.5 City Council selected [Vendor]'s proposal as the proposal submitted that is most advantageous to the City, and authorized the Mayor to negotiate and execute a contract with [Vendor].

NOW, THEREFORE, the parties herein do mutually agree as follows:

2 SERVICES AND PRODUCTS—GENERAL

By entering into this Agreement, the parties intend that [Vendor] furnish, install and test Software for a fully functioning [software system]. This general description does not supersede the more specific descriptions contained herein, or in the documents incorporated by reference.

3 SCOPE OF WORK

The scope of work, and Software to be furnished and installed, is identified in this Agreement and the Exhibits to this Agreement. The Software is more particularly described in Exhibit A.

4 PRICE AND PAYMENT

- 4.1 [Vendor] shall be paid such amounts and in the manner as described in Exhibit B. Such payment shall be full compensation for all work performed, Software furnished and installed, and services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to perform completely its obligations hereunder.
- 4.2 Total compensation, including all services and expenses, shall not exceed a maximum of [Price] (\$_____).
- 4.3 It is the intention of the parties that the price includes all expenses. Therefore, no expense shall be reimbursed unless the amount was reasonable, the expense was reasonably necessary to complete the contract, the expense was not reasonably foreseeable or included in [Vendor]'s price, and the expense was approved in writing by an authorized City representative prior to [Vendor] incurring the expense.
- 4.4 If [Vendor] fails within a reasonable period of time, or if [Vendor] refuses, to correct defects when so requested by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by [Vendor]'s conduct. At its sole option, City may deduct from any payment, including a final payment (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back-charges or credits.
- 4.5 To obtain payment, [Vendor] shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of the work accomplished to the pay point described in Exhibit B; and (c) comply with all applicable provisions of this Agreement. Contractor shall be paid as described in the exhibits to this Agreement.

4.6 All requests for payment should be sent to:
City of Everett
Attn: IT Director
2930 Wetmore, Ste. 6A
Everett, WA 98201

5 [VENDOR] SOFTWARE

5.1 Grant of License and Right to Use

[Vendor] grants to City in perpetuity a non-exclusive, concurrent access license to use (a) the Software and (b) any upgrades or maintenance releases provided pursuant to this Agreement or to a maintenance agreement and bug fixes, or patches.

The maximum number of concurrent users shall be [number of seats] (___).

If the source code for the Software, in whole or in part, is released to the City pursuant to the escrow agreement, the City may then adapt, enhance, modify or change any or all of the Software. Nothing herein requires City to furnish or license such adaptations, enhancements, or modifications from or to [Vendor].

City may install the Software on any and all workstations owned or controlled by the City. City acknowledges that users who attempt to use the Software will not be able to log on successfully when the maximum number of concurrent users are already logged on.

City shall not remove, obscure or alter any notice of patent, copyright, trademark, trade secret or other property right in the Software. Except for the license and rights granted herein, all rights, title and interest in the intellectual property rights in and to such software remain with [Vendor].

City may make such copies of the Software as are reasonably necessary for City to use or exercise the rights granted hereunder.

No right is granted for the use of Software directly for any third person, or for any use by any third person of Software.

City may not sub-license, re-sell, transfer, convey or otherwise distribute the Software to third parties without the express written consent of [Vendor].

5.2 Furnishing and Installation of Software

[Vendor] shall furnish and properly install current versions of the Software. [Vendor] shall provide at least two sets of current documentation and manuals for the Software. One copy shall be a reproduction master or an electronic file in either MS Office or Adobe Acrobat PDF format for use by the City in producing operating manuals for internal usage. The vendor shall provide an unlimited license for the City to copy and distribute the documentation for internal use.

[Vendor] shall confirm the Software is operable and adequately performs its intended functions by performing tests chosen by [Vendor] to determine the Software's operability both individually and in combination with each other on the City's standard platform in the City's standard operating environment

5.3 Preparation and Access

City will allow [Vendor] access to its premises as reasonably necessary or appropriate for [Vendor] to perform its obligations under this Agreement.

5.4 Ownership of Data

[Vendor] acknowledges: (a) the data contained within the database are and will remain the exclusive property of the City; and (b) the data structures and architecture are owned by

[Vendor]. With respect to the data structures and architecture, [Vendor] retains full and complete rights to use, modify, further develop, copyright, patent, license, sell, encumber or convey its rights in the data structures and architecture. The City retains full and complete rights to use such structures and architecture in perpetuity, and in the event of release of the source code pursuant to the Escrow Agreement, to modify, enhance or change it.

6 CONFIGURATION AND DEVELOPMENT

6.1 Configuration

[Vendor] shall provide services to install and configure the Software in accordance with this Agreement. The specifications and functionality of the Software, the timetable for the work, the budget (including terms of payment), and acceptance criteria and tests are stated herein or attached in the exhibits hereto and incorporated by reference.

6.2 Other Software Development

The parties agree that [Vendor] is not developing software for the City, except minor customization consistent with configuration of [Vendor]'s Software, such as changing field labels, menus, etc. The parties expressly agree that software development is outside the scope of this Agreement. The parties further agree that any software development will only be contracted for by use of an additional, separate, written agreement.

6.3 Resources

[Vendor] shall commit and utilize sufficient resources to use its best efforts to meet the interim milestones within the timetable.

6.4 Timetable

[Vendor] shall notify City of any circumstances, if, as and when they arise, that may be reasonably anticipated to lead to a material deviation from the timetable set forth in this Agreement. Such deviations shall constitute a material breach of this Agreement unless they are caused by events, actions or activities beyond [Vendor]'s reasonable control not otherwise constituting a breach of this Agreement, in which latter event the timetable to which the deviation is applicable shall be extended by the number of calendar days of delay causing the deviation.

7 DELIVERY, INSTALLATION AND ACCEPTANCE

7.1 Delivery and Installation

[Vendor] shall deliver and install the Software at the location(s) designated by the City, and shall deliver thereto all documentation and other materials. [Vendor] may configure the Software either prior to installation at a location of [Vendor]'s choosing, or [Vendor] may configure the Software during installation at the location(s) designated by the City. [Vendor] shall inform City when such delivery, installation and configuration occur.

7.2 Tests

Promptly upon completion of the installation of the Software, [Vendor] shall perform tests to ensure the operability, adequacy and accuracy of the Software. City shall be notified before the tests are run, and City shall be allowed to observe the testing.

7.3 Acceptance

City shall accept the Software when it delivers to [Vendor] a written notice accepting the same. At its sole option, the City may issue multiple partial acceptances.

7.4 Cure of Non-Conformities or Defects

In the event that City notifies [Vendor] of non-conformance or reproducible and verifiable defects, [Vendor] shall promptly cure any defects or non-conformities.

8 CONFIDENTIALITY

8.1 City Information To Be Kept Confidential

[Vendor] acknowledges that it may be provided access to confidential data of City that is not subject to disclosure pursuant to RCW Chap. 42.17. [Vendor] shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data embodied in the data to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with [Vendor] obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party; and (3) to ensure that all persons working for [Vendor] protect City's confidential data against unauthorized use, dissemination, or disclosure. [Vendor]'s obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts not attributable to City or its employees.

8.2 [Vendor] Confidential Information

It is understood and agreed that City does not wish to receive from [Vendor] any confidential information of [Vendor] or of any third party. [Vendor] represents and warrants that any information provided to City in the course of entering into this Agreement or performing work hereunder shall not be confidential or proprietary of [Vendor]. [Vendor]'s data structures, links, architecture, and implementation of its Software are confidential, proprietary and kept by [Vendor] as a trade secret. [Vendor] acknowledges, however, that the City is subject to RCW Chap. 42.17. Therefore, if a request is made for disclosure of the data structures, tables, links, architecture, or implementation of Software, the City agrees to make reasonable efforts to notify [Vendor] so that [Vendor] may, if it chooses, contest disclosure in the manner allowed by RCW Chap. 42.17 or any other applicable law.

9 INTELLECTUAL PROPERTY RIGHTS

All Software provided hereunder is and shall remain the property of [Vendor], or, if licensed by [Vendor], the licensor. [Vendor] represents and warrants that: (1) it is and will be either the sole author of, or duly licensed and authorized to use, all works employed by [Vendor] in preparing any and all Software; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses in the Software and (3) all Software provided to the City do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against [Vendor] (or, insofar as [Vendor] is aware, any entity from which [Vendor] has obtained such rights).

10 WARRANTIES

10.1 [Vendor] warrants and represents that the level of bugs or errors in the user interface or in the processing or handling of transactions are no greater than reasonable and customary in the

industry, that [Vendor] has made and will use its best efforts to eliminate bugs or errors, that the Software will operate without unreasonable interruptions (either in number or duration).

10.2 [Vendor] does not warrant or represent that the Software or documentation is completely free of errors, that it will always operate without any interruptions, or that it is compatible with all conceivable hardware and software configurations.

10.3 [Vendor] represents and warrants that (i) [Vendor] has the power and authority to enter into and perform this Agreement, (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of [Vendor] enforceable in accordance with its terms, and (iii) [Vendor] shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.

10.4 [Vendor] represents and warrants that it is the sole owner or licensee (with the right to sublicense) of the Software it furnishes and installs pursuant to this Agreement and that no license other than that granted by this Agreement is necessary for the City to possess or use any of the Software lawfully.

10.5 [Vendor] represents and warrants: (1) that all Software shall be prepared by it in a workmanlike manner and in accordance with the highest professional standards; (2) that all Software will function on the machines and with operating systems for which they are to be installed under this Agreement; (3) that all Software will conform to the specifications and functions set forth in the documentation; (4) that the maximum number of records that can be maintained or processed by the Software provided hereunder shall be the same maximum number of records per file allowed by the underlying database software; and (4) that [Vendor] will perform all work in compliance with applicable law.

11 SOFTWARE SUPPORT AND MAINTENANCE

11.1 Term

For one year from the date all Software provided hereunder and work pursuant to this Agreement is accepted by City, [Vendor] shall provide technical support of up to ____ hours and Software updates at no charge. "Software updates" includes, but is not limited to, the release, issuance or shipping of an updated, modified, enhanced or changed release or version of any of the Software.

11.2 Notice of New Releases or Enhancements

[Vendor] shall notify City of the availability of any new releases or enhancements of the Software.

11.3 Correction of Errors

[Vendor] shall use reasonable diligence in correcting errors when reported to [Vendor]. An "error" is any failure of any portion of the Software: (i) to conform in a material respect to published documentation for the program or a process, function, command, routine, subroutine, call, etc., (ii) that results in a failure to correctly process such command, routine, etc., which results in erroneous data, or (iii) that results in an abnormal termination of the program, routine, command, etc. However, any nonconformity resulting from City's misuse or improper use of the program shall not be considered an error.

12 TERMINATION

12.1 Breach

If either party shall fail to fulfill one or more of its material obligations under this Agreement, the other party may, upon its election and in addition to any other remedies that it may have, at any

time terminate all the rights granted by it hereunder by not less than one (1) month's written notice specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

12.2 No Breach

City reserves the right to terminate this Agreement at any time by sending written notice ("Notice") of termination to [Vendor]. The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by [Vendor] (whether by fax, mail, delivery or other method reasonably calculated to be received by [Vendor] in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, [Vendor] shall immediately commence to end work in a reasonable and orderly manner. Unless terminated for [Vendor]'s material breach, the [Vendor] shall be paid or reimbursed for: (a) all pay points completed up to the Notice Date, less all payments previously made; and (b) a reasonable amount for work after the Notice Date, but prior to the Termination Date, that was reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the United States Mail to [Vendor]'s address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide [Vendor] actual notice in a timely manner, such as fax. The City does not by this section waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provision of this Agreement.

13 INDEMNIFICATION

Except as otherwise provided in this paragraph, [Vendor] hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by [Vendor] (or it's employees, agents, representatives, independent contractors, or consultants) relating to this Agreement. [Vendor] is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. [Vendor]'s duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of [Vendor]. [Vendor] shall not indemnify the City for Claims caused solely by the negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend the City, [Vendor] specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. [Vendor] recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, [Vendor] employs or engages subconsultants or independent contractors, then [Vendor] shall ensure that each such sub-consultant and independent contractor (and subsequent tiers of subconsultants and [Vendor] subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

14 INSURANCE

14.1. [Vendor] shall comply with the following conditions and procure and keep in force during the term of this Agreement, at its own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, [Vendor] shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless [Vendor] covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

14.2. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of [Vendor] to furnish the required insurance during the term of this Agreement.

14.3. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

14.4. Prior to [Vendor] performing any part of this Agreement, [Vendor] shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of [Vendor]'s obligations to fulfill the requirements.

14.5. [Vendor] certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. [Vendor] shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. [Vendor] shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

14.6. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of [Vendor], such types of insurance in the name of [Vendor], and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to [Vendor] under this Agreement or may demand [Vendor] to promptly reimburse the City for such cost.

15 INDEPENDENT CONTRACTOR

15.1. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since [Vendor] is an independent contractor, [Vendor] shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that [Vendor] agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

15.2. Any and all employees of [Vendor], while engaged in the performance of any Work, shall be considered employees of [Vendor] only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or [Vendor], while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of [Vendor]'s employees, while so engaged on any of the Work, shall be the sole obligation and responsibility of [Vendor].

15.3. [Vendor] shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

15.4. [Vendor] assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by [Vendor] and as to all duties, activities and requirements by [Vendor] in performance of the Work and [Vendor] shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

16 EMPLOYMENT

[Vendor] warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for [Vendor], to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for [Vendor], any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

[Vendor], with regard to the work performed by it, will not discriminate on the grounds of race, religion, color, national origin, or sex in the selection and retention of employees or independent contractors, including procurements of materials and leases of equipment.

17 MISCELLANEOUS

17.1 Addresses

Any statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to the following addresses:

- A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn: _____

Everett, WA 98201

- B. Notices to [Vendor] shall be sent to the following address:
[Vendor]

17.2 Construction

Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

17.3 Modification

This Agreement may not be modified except by a written instrument duly executed by the parties hereto. The City may, from time to time, require changes in the scope of this Agreement. Such changes, including any increase or decrease in the amount of [Vendor]'s compensation, or services, shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as a change to this Agreement and (c) become a part of this Agreement.

17.4 Force Majeure

Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

17.5 Required Approvals

Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

17.6 Applicable Law and Choice of Forum

This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County, in the State of Washington, shall be the proper forum for any action.

17.7 Severability

In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in manner consistent with the intent of the parties.

17.8 Headings for Convenience.

The section and subsection headings used herein are for referral and convenience only, and shall not enter into interpretation hereof. The exhibits referred to herein and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

17.9 Assignment Barred

Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties. This provision does not prevent [Vendor] from engaging appropriate independent [Vendor] contractors to complete its work provided that City approves of such [Vendor] independent contractors, and such approval shall not be unreasonably withheld.

17.10 Order of Precedence

In the event of any conflict between the clauses of this Agreement, its exhibits, and any of the documents incorporated by reference, the following order of precedence applies: (a) this Agreement; (b) exhibits to this Agreement; (c) [Vendor]'s proposal and any changes thereto in reverse chronological order, (i.e., most recent modifies the earliest); and (d) any other documents incorporated by reference.

17.11 Waiver

The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

17.12 Warranty of Authority

Each person signing this Agreement individually and personally warrants and represents that he or she has actual and express authority to bind the entity for whom he or she signs.

17.13 Audits and Inspections

[Vendor] shall retain and safeguard all records relating to its work for a period of three years. Such records include, but are not limited to, payroll records. At any time during normal business hours and as often as the City may deem necessary, [Vendor] shall make available to the City (or the Washington State auditor, Federal Transit Administration administrator or Comptroller General or their authorized representatives) for its examination all of [Vendor]'s records and documents with respect to all matters covered by this Agreement and, furthermore, [Vendor] will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

17.14 City of Everett Business License

[Vendor] agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17.15 State of Washington Requirements

[Vendor] agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17.16 Compliance with Federal, State and Local Laws

[Vendor] shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder, including, but not limited to, all applicable Federal Transit Administration regulations.

17.17 Complete Agreement

This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

17.18 Effective Date

When duly executed by both the City and [Vendor], this Agreement shall be effective as of _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**CITY OF EVERETT
WASHINGTON**

[VENDOR]

By: _____
Ray Stephanson, Mayor

By: _____
Typed/Printed Name: _____
It's _____

Date

Date

ATTEST:

Sharon Marks, City Clerk
APPROVED AS TO FORM:

Jim Iles
City Attorney

EXHIBIT A—SCOPE OF WORK

1. Work to Be Performed by [Vendor]

- A. Provide the products and services as described in Exhibit A-1.
- B. Provide, install, and test on three workstations and, to the extent necessary, one server, the most current version of [Product] ready for use that is released for shipping (i.e., not in beta test) and all other work and Software identified in Exhibit A-1. Hardware (i.e., workstations and server) to be provided by City. SQL Server database engine to be provided by City.
- C. Training, support and maintenance as described in Exhibit A-1.
- D. Maintenance for one calendar year from acceptance is included in the price. The City intends to continue paying for annual maintenance in future years.
- E. The Software is identified and described more fully in Exhibit A-1, and the documents referred to therein.