

Request for Proposals Voice over Internet Protocol (VoIP) Phone and integrated Voicemail systems

Proposal Due: December 4, 2024, no later than 3:00 PM Submit Proposal To: City of Camas Michelle Jackson, Information Technology Director mjackson@cityofcamas.us

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1 General Information

The City of Camas, situated in Clark County, Washington, serves a vibrant community of approximately 28,275. Employing about 287 dedicated individuals, the city offers comprehensive services ranging from Administrative, Police, Fire and EMS, to Technology, Human Resources, Community Development, Public Works, Library, and Parks & Recreation. Our facilities, interconnected through robust fiber and other networking technologies, strive for excellence in public service. The Information Technology Department, spearheaded by the Information Technology Director, Michelle Jackson (mjackson@cityofcamas.us), initiates this RFP to invite proposals for modernizing our communication systems. An internal committee will evaluate responses to ensure the selection of solutions that significantly enhance our operational efficiency and service delivery. Recommendations will be presented to the City Council for approval, ensuring a transparent and accountable procurement process.

A copy of this RFP, supplemental response materials, and responses to vendor RFP questions will be posted to the city's website: <u>https://www.cityofcamas.us/rfps</u>.

All information provided by the City of Camas in this RFP is offered in good faith. The City of Camas makes no certification that any item is without error. The City of Camas is not responsible or liable for any use of the information or for any claims asserted therefrom.

A complete list of acronyms used in the RFP can be found in *Appendix E Acronyms*.

2 Project Scope

This RFP seeks proposals for replacing the City's existing NEC v8100 VoIP system and T3 Voicemail system with innovative solutions that leverage the latest in telecommunications technology. The City of Camas is inviting proposals for the implementation of a cloud-based and hybrid Voice over Internet Protocol (VoIP) solution to modernize our existing, aging telephony infrastructure. We aim to harness the latest in telecommunication technologies to bolster communication capabilities, enhance operational efficiency, and support our commitment to providing superior services to both the community and our workforce. This project seeks a versatile system that delivers flexibility, scalability, and a comprehensive feature set, ensuring our telecommunications infrastructure remains robust, reliable, and capable of addressing both immediate and future requirements.

2.1 Key Objectives and Requirements:

- 1. **Cloud-Based and Hybrid Infrastructure:** Proposals should detail solutions that are fully hosted in the cloud or offer a hybrid model that intelligently combines cloud-based services with on-premises hardware. This approach should facilitate seamless remote management, offer scalability, and provide the flexibility to optimize performance and reliability according to specific operational needs.
- 2. Unified Communications: The solution should bolster our communication capabilities without duplicating existing services. Given that the city already utilizes two video conferencing platforms, the proposed UC system should focus on enhancing voice communications, instant messaging, and email integration, while offering optional integration with Microsoft Teams for a cohesive communication environment. The emphasis should be on streamlining internal and external communications, improving collaboration, and ensuring seamless connectivity among employees, without the need for additional video conferencing capabilities.
- 3. **Mobile Integration:** Full functionality must be extended to mobile devices to enable employees to stay connected and maintain productivity from any location. This includes intuitive mobile applications that mirror the experience

provided by desk phones and desktop applications.

- 4. **Reliability and Redundancy:** The proposed solution must offer high reliability and built-in redundancy to maintain communication capabilities during emergencies or outages. It should include failover features that ensure uninterrupted service.
- 5. Integration Capabilities: Demonstrate the ability to integrate seamlessly with our existing IT infrastructure, including email platforms (e.g., Microsoft Exchange), CRM systems, and other business applications, to enhance workflow automation and efficiency.
- 6. **Scalability**: The system must easily scale up or down to accommodate the evolving needs of the city, from adding new users to integrating new functionalities without significant disruptions or overhead costs.
- 7. Advanced Features: Provide advanced telephony features such as auto-attendant, voicemail-to-email transcription, call forwarding, call queuing, and customizable call routing to support diverse departmental needs.
- 8. **Security and Compliance**: Adhere to industry-standard security protocols to protect sensitive information and ensure compliance with relevant regulations and standards.
- 9. **Training and Support:** Offer comprehensive training for IT staff and end-users to ensure smooth adoption and ongoing support to address any issues that may arise.
- 10. **Cost-Effectiveness**: Present a cost-effective solution that demonstrates value through a clear pricing structure, low total cost of ownership, and minimal upfront investment.
- 11. **Implementation Timeline:** Proposals should include a detailed timeline for implementation, including key milestones, from project kickoff to full deployment and post-implementation support.
- 12. **Vendor Experience**: Vendors must provide evidence of successful implementations of similar scale and complexity, including references from clients with comparable infrastructure and communication needs.

3 Proposals

3.1 Key events and dates

The following schedule will apply to this RFP. It may change in accordance with the City's needs or unforeseen circumstances.

Table 3-1 Key Events and Dates

Event	Date
RFP issued	10/31/2024
Last day questions accepted	11/15/2024
Responses to questions	11/20/2024
Proposal Due Date	12/4/2024
Product Demos and Award of Project	December - January

3.2 Communication

3.2.1 Questions and inquiries

Responder will submit questions about the meaning of any part of this RFP, and report any errors or omissions, no later than the date identified in *3.1 Key events and dates* via email to:

Michelle Jackson, Information Technology Director: <u>mjackson@cityofcamas.us</u>

Contact with any other City employee regarding this proposal is forbidden and could result in disqualification from the proposal process.

If the responder does not ask questions or clarify assumptions, the City will assume the responder agrees with, and understands, the City's requirements.

The City reserves the right to contact responders for clarification after proposals are opened. All queries must be submitted in the following format, or they will not receive a response:

Section No.	Reference Subject	Clarification Sought

3.2.1 Addenda and City responses to questions

The City will respond to questions received before the date set forth in 3.1 *Key events and dates*. All responses will also be posted on the City of Camas website:

https://www.cityofcamas.us/rfps.

It is the sole responsibility of the RFP responder to monitor this web page for any RFP amendments.

3.3 Deliverables

3.3.1 Proposal due date

- 1. Proposals are due by the date/time identified in 3.1 Key events and dates.
- 2. No modifications or addenda will be accepted after the proposal due date/time unless requested by the City.
- 3. Proposals received after the due date/time will not be accepted.
- 4. It is the sole responsibility of the responder to see that its proposal is received by the City by the designated time.

3.3.2 Submission requirements

- Submittals, including tables of contents, appendices, illustrations, charts, graphs, cover letters, and any
 other information, shall be no more than 18 pages with text no smaller than size 10 font on 8 ½ "x 11 paper
 size. Two additional 11" x 17" sheets are allowed as part of the submittal for purposes of graphical
 representations or illustrations, which will not count towards the 18-page limit discussed above.
- 2. The attached Proposal Summary Form (Attachment A) is designed to serve as the cover sheet for the submittal. Do not attach cover letters, title pages, or blank sheets ahead of this form. This form must be signed by a person authorized to enter into contract negotiations on behalf of your firm.
- Responses must be submitted electronically in .pdf format. Please email submittals to <u>mjackson@cityofcamas.us</u>. Submittals may be sent directly by attachment or by providing a file transfer link.
- 4. The Subject should be labeled "City of Camas VoIP phone system and voicemail system Request for Proposal".
- 5. The City is not responsible for submissions not properly identified.

3.3.3 Presentations and/or product demonstrations

Selected responders, at the City's discretion, may be asked to provide a formal proposal presentation and/or product demonstration. A requested presentation will not imply a commitment or award.

3.4 Proposal evaluation

The evaluation of proposals submitted in response to this Request for Proposal (RFP) will be conducted by the designated City of Camas project team with the utmost diligence and adherence to the Revised Code of Washington (RCW) 39.04.270. The primary goal of this evaluation is to identify the proposal that best meets the City's needs, taking into consideration a balance of quality, performance, and cost-effectiveness. To ensure a transparent and fair assessment process, proposals will be evaluated based on a set of clearly

defined criteria that reflect the strategic objectives and requirements of this RFP. Each proposal will be assigned a score according to how well it addresses these criteria, with particular weight given to specific key areas of importance as outlined below:

Table 3-4 Proposal Evaluation Criteria

50 pts	Compliance and Responsiveness: The degree to which the proposal adheres to the RFP specifications, instructions, and requirements. Technical Merit: The technical feasibility of the proposed solution, including innovation, quality, and alignment with the City's current and future needs.	 Requirements match – based on responses in Proposed solution, including Appendix A Solution Requirements Supporting documentation Training
25 pts	Vendor Qualifications and Experience: The vendor's demonstrated experience, expertise, and success in similar projects, including references and case studies	 Vendor qualifications – based on responses in Executive summary Vendor qualifications Business information and supplier information, including Appendix B Business Information Vendor references, including Appendix C Vendor References Maintenance and support
25 pts	Cost-Effectiveness: The overall value of the proposal, considering both the initial investment and the long-term operational costs. Support and Maintenance: The quality of the vendor's customer service, support, and maintenance plans to ensure long- term reliability and performance of the solution	 Cost – based on responses in Detailed pricing, including Appendix D Pricing Worksheet Warranties Licenses
100		Total maximum evaluation points

The RFP will be awarded to a responder who furnishes satisfactory evidence that it has the technical ability, experience, equipment, personnel, and financial resources to enable it to successfully and promptly fulfill the requirements and conditions of these specifications.

4 Current Environment

Phone system:

- The City currently has a VoIP phone system (NEC v8100) with networked system hardware in 7 facilities, spanning 11 locations for service.
- The system has full system redundancy at two locations City Hall and Police Facility for failover protection and service redundancy.

Network/Lines:

The City moved services to Comcast in 2017 and currently has:

- Two PRI Comcast 24 port circuits in/outbound from both City Hall and the Police Facility
- City owned fiber 1Gbps minimum, 10Gbps for most connections:
 - City Hall/Fire Station 41
 - City Hall Riverview Building
 - Camas Public Library
 - Fire Marshal's Office
 - Public Works Operation Center
 - Police Facility
 - Wastewater Treatment Plant
 - Camas Community Center
- Comcast EPL @ 50Mbps up/50 Mbps down:
 - Lacamas Lake Lodge, Lake Road
 - Fire Station 42, Parker Street
 - Fire Station 43, Washougal
- Dedicated circuits to City Hall:
 - All facilities have various analog lines throughout facilities for 911, fire lines and faxing.
 - 800 DID lines used for department/city services numbers as well as for employee and extension DIDs.
 - Extensions and DID numbers have been designed for growth and have dedicated numbering blocks by facility/service.

Faxing services and lines: (see Other Equipment list below)

Voicemail system:

• The City currently has two systems, one at City Hall and one at Police Facility for failover and redirection. Voicemail boxes for all extensions and specialty service functions are programmed and recorded. The existing system runs the auto-attendants and after-hours messaging.

Auto-Attendants:

• 15+ auto-attendants throughout departments and services, with hunt groups and regular business programming – additional special programming for Police, Fire, after hour emergency call lines.

Other Equipment:

Locations	Equipment Inventory (Approximates)
City Hall/Fire Station 41	40 digital 24 button phones, 4 DSS 60 button consoles, 5 analog lines, 2 conference phones, overhead paging, 3 fax lines, fire alarm lines
City Hall Annex Building	40 digital 24 button phones, 4 DSS 60 button consoles, 3 analog lines, conference phone, overhead paging, 3 fax lines, fire alarm lines

Camas Public Library	30 digital 24 button phones, 5 DSS 60 button consoles, 5 analog lines, conference phone, overhead paging, 2 fax lines, fire alarm lines
Station 42, Parker Street	20 digital 24 button phones, 5 DSS 60 button consoles, 5 analog lines, conference phone, overhead paging, 3 fax lines, fire alarm lines
Station 43, Washougal	20 digital 24 button phones, 5 DSS 60 button consoles, 5 analog lines, conference phone, overhead paging, 3 fax lines, fire alarm lines
Fire Marshal's Office	5 digital 24 button phones, 2 DSS 60 button console, 1 analog line, overhead paging, 1 fax line, fire alarm lines
Lacamas Lake Lodge	5 digital 24 button phones, 2 analog phones, conference phone, overhead paging, 1 fax line, fire alarm lines
Camas Community Center	10 digital 24 button phones, 2 analog lines, overhead paging, 1 fax line, fire alarm lines
Police Facility	30 digital 24 button phones, 5 DSS 60 button consoles, 5 analog lines, conference phone, overhead paging, 3 fax lines, fire alarm lines
Public Works Operations Center	20 digital 24 button phones, 5 DSS 60 button consoles, 5 analog lines, conference phone, overhead paging, 3 fax lines, fire alarm lines
Wastewater Treatment Plan	20 digital phones, 2 DSS 60 button consoles, 3 analog phones, conference phone, overhead paging, fire alarm lines

5 Response Requirements

Each response will include the data requested in *Section 5 Response Requirements*, in the order listed and, in the format, described, or the vendor will be considered non-responsive and the submitted proposal will be rejected.

Responses to this RFP should be clear and concise. All appendix forms are available as Word documents on the RFP webpage.

RFP response sections in required order:

- 1. Cover page
- 2. Executive summary
- 3. Vendor qualifications
- 4. Proposed solution
- 5. Detailed pricing
- 6. Warranties
- 7. System testing and acceptance plan
- 8. Maintenance and support
- 9. Licenses
- 10. Supporting documentation

- 11. Business information and supplier information
- 12. Vendor references

5.1 Cover Page

Each response will start with the provided Proposal Summary Form (Attachment A) that includes the following information:

- 1. The responding company's name, street address, website address, and business identification numbers
- 2. The contact person's name, title, phone number and email address
- 3. Titled City of Camas VoIP phone system and Voicemail system Request for Proposal

5.2 Executive summary

Kindly furnish a brief overview of your organization, detailing the range of products and services offered. Include a concise history of your company along with a summary of the solution you are proposing.

5.3 Vendor qualifications

Please detail your organization's credentials and suitability for fulfilling the requirements outlined in the RFP. Highlight the distinct advantages and unique qualities that differentiate your company from its competitors.

5.4 Proposed solution

Carefully describe the approach to be used to deliver the completed system. Note where standard products are to be used and where there will be custom engineering. Identify all business partners and third-party providers/interests.

Provide a full description of the proposed solution and describe how it meets the requirements of this RFP. Attach a completed *Appendix A Solution Requirements* form.

Describe in detail options to the on-premises solution managed by the City (e.g., hosted, cloud, vendor managed), and provide cost details.

5.5 Detailed pricing

Clearly identify all costs to the City for all components of the proposed solution using the Appendix D Pricing Worksheet form. All pricing should be submitted as best cost.

Responders must provide a minimum 6 month guarantee that the equipment will be available at the same price or better.

5.6 Warranties

Supply any expressed warranty or warranty policy. Also include a list of restrictions and any performance warranties or service level agreements, such as response times, etc.

5.7 System testing and acceptance plan

Provide a recommended system testing and acceptance plan. Include provisions described in Section 3.13 System testing and acceptance.

5.8 Maintenance and support

Detail all proposed annual maintenance and support of the products and services, including renewal period, identification of provider, etc.

Describe how patches and/or updates are provided, supported, and coordinated with City IT.

5.9 Licenses

Provide copies of software and support license agreements.

5.10 Supporting documentation

Be prepared to supply or identify all documentation explaining the use and operation of products and services in the proposed solution such as system descriptions, operating procedures, end-user guides, system software guides, communication procedures, etc.

5.11 Business information and supplier information

Provide a completed Appendix B Business Information form.

5.12 Vendor references

Provide 3 vendor references using the form provided in *Appendix C Vendor References*.

6 Administrative Terms and Conditions

All responders to this RFP must agree to the terms and conditions in *Section 6 Administrative Terms and Conditions*. Any exceptions must be included in the submitted response.

6.1 Responder's understanding of the RFP

By submitting a response to this RFP, the responder affirms they have read and understand the RFP and agrees to its terms and conditions. The City reserves the right, at its sole discretion, to determine whether the responder has demonstrated such understanding, and to disqualify any responder who demonstrates less than such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the City.

6.2 Right to change

The City reserves the right, at any time, to amend, supplement, withdraw, or otherwise change this RFP.

6.3 Right of selection/rejection

The City reserves the right to accept any complete response, or portion thereof, or to reject all responses. The City reserves the right to waive any minor informalities or irregularities contained in any proposal. Selection of a responder solution shall not be construed as an award of contract, but as commencement of contract negotiation, including but not limited to the contract price proposed. The City makes no commitment and is not obligated to any respondent.

6.4 Withdrawal

Any responder may withdraw its proposal, by written request only, at any time prior to the proposal due date/time. No proposal may be withdrawn for a period of ninety (90) days after the proposal due date/time.

6.5 Public records and ownership

All information and other materials submitted in response to this RFP shall become the property of the City and subject to public disclosure under the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under any Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

6.6 Non-Disclosure Agreement

The selected responder will be required to complete an NDA, provided in *Appendix F Non-Disclosure Agreement*, in order to access City systems and prior to release of sensitive information. All information furnished to the responder by the City, and all information to which the contractor's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

6.7 Insurance

The selected responder will be required to purchase and maintain, during the term of the contract, insurance as described in *Appendix G Insurance Requirement* and agrees to the indemnification agreement therein.

The selected responder shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the contractor.

6.8 Compensation

The City will not be responsible for any costs incurred by a responder, or parties they represent, in preparing, delivering, or presenting responses for this RFP.

6.9 Compliance

The responder awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

6.10 Non-endorsement

The selected responder agrees that if selected to supply products and/or services to the City, the responder will not make reference to the City in any literature, promotional material, advertising media, brochures, sales presentations or the like without the express, prior written consent of the City.

6.11 Verification of insurance coverage

The selected responder shall furnish the City with certificates of insurance, to include policy endorsements and exclusions, affecting required coverage. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an additional insured. The certificates, and endorsements/exclusions, are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, and endorsements/exclusions, at any time.

The selected responder shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6.12 Site preparation and delivery

The selected responder shall:

- 1. Provide IT site preparation specifications for the equipment noting any special environmental considerations
- 2. Uncrate, set in place, and remove all crating and packaging debris from the premises

6.13 System testing and acceptance

The selected responder will provide an acceptance testing plan as part of their response. The City and the selected responder cooperatively will determine the final acceptance testing plan. The City will have final approval of the plan.

The acceptance testing plan will include the following:

- 1. Detailed performance and operating standards (POS), e.g.:
 - a. Trunk port hardware or software (critical failure)
 - b. Responder provided switch ports hardware or software
 - c. Telephones; no more than one instance of 5%

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- d. Processor and common control; the system must maintain error free performance of 99.5% (scheduled operational hours minus down time, divided by the scheduled operational hours)
- e. Network connectivity; no more than one signaling loss or dropped call between the host and each end node during any 24-hour period
- 2. Detailed tests, tasks and procedures to demonstrate POS are satisfied
- 3. Remedies if POS are not met, including:
 - a. If the POS are not met for 30 consecutive days, after 60 days the City shall have the option to request replacement equipment
 - b. If the POS are not met for 30 consecutive days, after 90 days the City may seek relief for any and all damages it may have incurred
- 4. Acceptance testing is required on all equipment and/or software provided by the selected responder
- 5. The City, at its sole discretion, will determine whether the provided solution has successfully completed the testing plan
- 6. Formal acceptance of the installed system will occur after a period of 30 days with no failure of the POS
- 7. The warranty period will commence upon the successful completion of the acceptance period

The selected responder will provide the following information:

- 1. One copy of each delivery slip, showing description and quantity, signed by the person to whom the delivery is made
- 2. A complete physical inventory of all the equipment delivered
- 3. A complete copy of programming and configuration instructions
- 4. Completed City-provided spreadsheets, extension numbers, DID number assignments, facility locations, and station types
- 5. System backup instructions and an initial system backup.

6.14 Scheduling

The City and the responder will cooperatively determine the deployment schedule to ensure a minimum of disruption in City operations. The City will have final scheduling authority.

6.15 Change orders

The selected responder will provide change orders for City approval during the course of the contract implementation if work is required outside the scope of the contract. The change order will include a cost estimate.

6.16 Contract negotiations

The successful responder will be required to execute a contract in substantially the same form as these specifications. The contract will be tailored by a City attorney to meet the particular requirements of this procurement.

The City reserves the right to negotiate with the highest ranked responder that, in the opinion of the City, has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other responder prior to entering into an agreement with a responder, and the City shall incur no liability to any responder as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but are not limited to:

- 1. Contract details
- 2. Contract price and/or payment details
- 3. Service requirements
- 4. Minor changes to the scope of services

6.17 Title VI Statement

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6.18 Civil Rights Act

The City of Camas is an Equal Employment Opportunity employer. This Information is available in an alternate form by request by contacting 360-834-6864.

Spanish La información está disponible en un idioma alternativo a pedido, Chinese Simplified kě gēn jù yāo qiú tí gòng tì dài yǔ yán de xìn xī, Japanese Rikuesuto ni ōjite,-betsu no gengo de jōhō o nyūshu dekimasu, Korean jeongboneun yocheong si daeche eon-eolo jegongdoebnida, Vietnamese Thông tin có sẵn bằng ngôn ngữ thay thế theo yêu cầu, Romanian Informațiile sunt disponibile într-o limbă alternativă la cerere, Russian Informatsiya dostupna na drugom yazyke po zaprosu, and Ukranian Informatsiya dostupna inshoyu movoyu za zapytom.

Appendix A Solution Requirements

In the following tables, indicate the solution's ability to meet each function today by entering a 1, 2, 3, or 4 in the Able to Provide column, where:

1 = No 2 = Qualified No 3 = Qualified Yes 4 = Yes

City of Camas Ranked requirements using the MoSCoW method:

M = Must Have S= Should Have C= Could Have W= Wont Have

For any function with a response of 2, 3, or 4, describe how the requirement is met. If provided by a third party or partner, provide product name, description, and how it integrates with vendor's technology.

Required Functions

Operations Function (Today)	MoSCoW	Able to Provide?	Describe capability: how is it accomplished? (Required for 2, 3, or 4 response)
1. Administration, global changes – allows an administrator to implement global programming and configuration changes across the network	М		
2. Administration, scheduled changes – allows an administrator to schedule and implement programming changes across the network based on time of day, day of the week, and month oryear	М		
3. Anonymous caller rejection – allows line to reject external calls from numbers that are blocked from caller ID but allows internal calls from numbers that are blocked (anonymous callers/unknown)	М		
4. Authorization codes – require a code to make certain kinds of calls, e.g., to prevent unauthorized international or regional billed calls	С		
5. Automated attendant – this feature presents callers with a voice menu of options, then routes calls according to the keys the caller presses; menu must be able to accommodate multiple languages	М		

6. Automated attendant options – allows callers to be transferred to an extension based on their selection from a menu, without help from a person; how many levels does the proposed system allow?	М	
7. Automated attendant, dial by extension – global or menu option that enables callers to reach a user by dialing his or her extension	М	
8. Automated attendant, dial by name – enables a caller to reach a user by dialing the first three letters of the last name or first name	S	
 Automated attendant, individual greetings – capable of answering individual ports/DIDs with different greetings 	S	
10. Automated attendant, personal – unanswered calls to a number or extension are delivered to a voice prompt that allows callers to choose from multiple options (e.g. another extension, an external number) or voicemail**	М	
11. Automated attendant, personal greetings –users can instruct the system to greet their callers with a personal message or prerecorded message	М	
12. Automated attendant, single digit menu – the menu capability provided by the auto- attendant must provide single key access to menu choices	М	
13. Call auditing – allows a system administrator to track an outbound call, placed from any location on the network, by the originating extension number, date, time, number dialed, trunk used, and duration	S	
14. Call blocking – an administrator can block calls from specific exchange or area code, e.g., 976 exchange or 900 area code	С	

15. Call coverage (find-me follow-me) – users can route incoming calls to another location or locations, and to route multiple numbers to a single phone or answering service; e.g., incoming calls can be routed to all user devices simultaneously, to different locations based on a preset schedule, or sequentially to any combination of user's office, cell, home phone, etc.	М	
16. Call forward – users can send incoming calls to another number (internal or external to the network, landline or cellphone); all calls, when line is busy, and when call is not answered	М	
17. Call forward, permanent – virtual number with permanent call forward to another number, i.e., so it appears to be calling a local number	S	
18. Call pickup – allows users to dial a feature code or press a button to answer a call ringing any other phone, within a predefined pickup group or a specific extension	S	
19. Call rejection – ability to block calls fromspecific numbers; caller hears a recording the number called is not accepting calls from them at this time; state how many numbers can be rejected	S	
20. Call waiting – user will hear a call waiting toneif they are on anothercall	М	
21. Caller ID, inbound – the name and number of the calling party, whether internal or external, appears in the user's display	М	
22. Caller ID, outbound – can be configured to announce individual DID numbers or the company's main number, or it can be blocked entirely	М	
 23. Caller ID, outbound block – selected users may block/unblock outbound caller ID on a per station basis 	М	
 24. Centralized administration – a platform that supports centralized administration and maintenance of the network from one facility 	М	

25. Classes of service – allows restriction of outbound calls, either entirely, or by calling areas (local, toll, domestic, international) on a per-user basis	С	
26. Conference capability – provides callconferencing, internal or external with both meet-me (no password codes) and administrator/moderator (with password codes); note the maximum number of lines that can be conferenced	S	
27. Cost allocation and reporting – an administrator can view and export to CSV inbound and outbound call details by originator, destination, rate centers, billing code (up to 24- character GL code, e.g., 001- 1754201, assigned to each user or outbound call), duration, and cost; describe how billing codes are used in the solution	С	
28. Diagnostic tools – allows an administrator to run a series of procedures and diagnostic tools to isolate and troubleshoot component and software level failures	М	
29. Directory, nonpublished number – number is not published in the phone directory or available thru operator services	М	
 30. E911 – location information (facility and zone) provided when user dials 911: a. Describe how your system supports enhanced 911 b. Does your system have the capability of providing a unique identifier for each handset location, including those that do not have an assigned DID? c. Does your system have the capability to alert a console, specified phone station when a 911 call is dialed? 	М	
31. Extension assignment – every phone or user is assigned an extension, the last 4 four digits of that user or phone's DID number; extensions can be used for internal calling, transferring, or in conjunction with dial-by-extension functionality in the auto- attendant	М	

32. Feature administration – an administrator can	М	
enable/disable features at the user level		
33. Fiber – system supports direct fiber connectivity	С	
34. Headsets – allows users to make and receive calls with a headset instead of a handset	М	
35. Hold – a user may pause the current conversation, and retrieve the call from the same phone	М	
36. Hot line – when phone is picked up, line autodials a pre- programmed number (e.g., 911 for emergencies, a service desk, etc.)	М	
37. IP soft phones – supports an IP soft phone	М	
38. Message management – when listening to messages, user has the ability to rewind, forward, and pause the message	М	
39. Message, forward – ability to forward messages, with or without additional comment.	М	
40. Multiple call appearance – allows a user to have the opportunity to take more than a single call at one time	М	
41. On hold reminder ring – if user is not on another call while a call is on hold, they will hear a reminder ring; describe the intervals	S	
42. Passwords – required for system administration tools	М	
43. Quality of Service – system supports industry standards for QoS	М	
44. Redial – a user can call the previous internal or external phone number dialed without re-entering the number	М	
45. Remote access to administration – allows an administrator to remotely access the network for administration and maintenance purposes	М	

46. Report, call detail – an administrator can viewand export inbound and outbound call details by originator, destination, rate centers, duration, and cost	S	
47. Ring tone selection – user can choose between distinctive ring tones to help distinguish their phone from neighboring phones	S	
48. Route selection, automatic – route calls out trunk groups terminated on any system in the network	S	
49. Routing flexibility – dynamically route a call over various network paths to avoid congestion at anylocation	S	
50. Speakerphone – provides full-duplex speakerphone capability	С	
51. Speed dial – a user can program internal or external numbers as two-digit speed dials accessed using a feature code, or as programmed buttons	М	
52. Speed dial – allows a user to press a button pre- programmed with a phone number; both systemwide and user speed dial numbers must be accommodated	М	
53. Station administration – allows an administrator to setup, configure, and troubleshoot any station on the network from the centralized administration platform	М	
54. Temporary deletion – user can retrieve adeleted message during currentsession	С	
55. Toll restriction – the capability to block long distance calls from specific stations	С	
56. Transfer – allows user to transfer an active callto another extension or external/cellphone number	М	
57. Transfer directly to voicemail – user has ability to easily transfer a caller directly to another user's voicemail	М	
58. Unified messaging – how does the solution integrate with MicrosoftExchange	М	

59. Voicemail distribution groups – users can send voicemail to a predefined group of users	S	
60. Voicemail envelope information – incoming messages are automatically labeled with date, time, duration, and Caller ID	М	
61. Voicemail notification – notification of a new voicemail message can be sent to an external number (e.g., cell phone)	М	
62. Voicemail transcription – voice messages are transcribed to text and emailed to the user along with a WAV file	М	
63. Wireless headset – an integrated wireless headset with the capability to answer and release calls without returning to a hard-wired phone	S	
64. Wireless phones – supports wireless (cordless) phones	S	

Preferred functions

Operations Function (Today)	Able to Provide?	Describe capability: how is it accomplished?
65. Alarm notification – in the event of a system failure, an alarm notification can be sent to an administrator via cell phone, email, or network broadcast	S	
66. Audio text – callers can listen to a greeting / announcement, but do not have the capability to leave a message	М	
67. Auditing, change history report – provides a report of all programming changes and the source for documentation and authorization purposes	S	

68. Automated attendant, greeting toggle – user has the ability to toggle between a standard greeting and a special greeting	М	
69. Automated attendant, personal – users can record multiple personal greetings and have the system play a single greeting for all calls or play specific greetings for different types of calls based on the call type, source or origination, and user's station status	S	
70. Backup across the network – allows an administrator to backup any PBX or other Telephony Platform on the network from a centralized management position	М	
71. Browser agnostic – works on all major browsers (IE, Chrome, Firefox)	М	
72. Browser based system management – allows an administrator to access the centralized system administration tools from any web-enabled browser	М	
73. Browser based user administration – allows any user on the network to access telephone programming information and change or modify predefined station set features	S	
74. Browser, non-Java – administration functions are not Java based	М	
75. Call auto hand-off – enables automatic Wi-Fi/cellular call handover	S	
76. Call back – allows users to press a button to activate a call back from a busy station when it returns to the idle state	S	
77. Call logs, on phone - display the date and time of user's missed, received, and placed calls	М	

78. Call park – user pauses a current conversation, and she or another user, can retrieve the call from any phone using a menu	М	
79. Call screening – users can treat calls differently depending on the caller ID; e.g., specific incomingCaller-IDs can always be forwarded to a cellphone, whereas others can always be sent to voicemail or disconnected	S	
80. Call treatment, time dependent – functionality that enables different call treatment depending on the day of the week or time of day; users can enable or disable this functionality	М	
81. Chat/instant messaging – chat client ability to disable archiving and block users or groups	W	
82. Computer based administration – does the system provide a GUI based utility for system administration and programming; describe available options	М	
83. Computer based phone – users can manage their calls via computer rather than phone set; state whether installation of this application requires licensing, and if this pricing is reflected in your proposal	М	
84. Computer based reception consoles – receptionists can manage calls within their group via computer rather than an attendant console; state whether installation of this application requires licensing, and if this pricing is reflected in your proposal	М	
85. Desktop sharing – users can launch a desktop sharing session during an audio or video chat and share theirentire screen or a chosen portion	С	
86. Diagnostics, internal – the ability for internal self- detection, diagnosis, reporting and resolution of component and software level failures on any PBX or other Telephony Platform or peripheral equipment of the network	S	
87. Dial ahead/through – allows subscriber to enter keypad commands through the system voice prompts	М	

88. Do not disturb – users can temporarily prevent incoming calls from ringing their extension, and route them automatically to voicemail or another pre-programmed destination M 89. Dual persona – allows users to separate business and personal communications on a single device S 90. External access – allows subscribers to access the voicemail system through a separate DID or 800number M 91. Intercom groups – a user can communicate hands- free with multiple users via their speakerphones M 92. Intercom one-to-one – two users can communicate hands-free via speakerphone S	
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hands-free via speakerphone	
M	
93. LDAP directory synchronization – allows an administrator to utilize LDAP to synchronize the PBX or other Telephony Platform database with a directory serverM	
94. Message waiting indicator – users are given visual M notification of voicemails through on-screen alerts and the handset	
95. Mobile app – client extends full desk phone call handling and capabilities to Android and iOS mobile and wearable devices, including single touch conferencing from these devices	
96. Music on hold – an administrator can choose a song, or upload one at no charge, and play that audio for callers on hold	
97. Paging groups – users can page (one-way speakerphone) groups of phones throughout the enterprise, regardless of physical location	
98. Password administration – an administrator can M manage phone and voicemail passwords online	
99. Password aging – force users to change passwords at pre-determined intervals	

100. Presence, on-phone – users can view the on or off phone status of other users' lines	М	
101. Priority message – subscribers can send priority messages that are specifically marked and preferentially presented to recipients	S	
102. Receipt – ability to generate receipt information for messages sent	С	
103. Remote phone use – users can use a phone from any location with a cable/DSL broadband connection, such as a home office; describer how this would be accomplished	М	
104. Ring group – allows calls to a single number to ring on multiple phones simultaneously or in series	М	
105. Scheduled delivery of messages – subscriber can send voice messages to other subscribers at a designated time and date	М	
106. Scheduled maintenance – a set of procedures or tools run at regular intervals to maintain and optimize system performance	М	
107. Security, invalid login threshold – creates a record of all invalid attempts to log into the system administration package and locks out the user after 3 invalid attempts in a specified time period	М	
108. Shared line appearances – allows a set of extensions or DID numbers to appear on a group of phones in addition to each phone's primary number	М	
109. Simple Network Management Protocol – the system provides SNMP information that can be used to report system alarms and performance data?	М	
 110. Time dependent greetings – user has the ability to record a special greeting for after business hours 	М	

111. Toll fraud – allows an administrator to customize call accounting reports to analyze call traffic for toll fraud for all locations in the network	S	
112. Toll fraud alert – automatically notifies an administrator of toll fraud	S	
113. Traffic analysis – an administrator is able to gather traffic information related to both quantity and length of calls, as measured in CCS	S	
114. Transfer, announced – user can send a current call to another extension or phone number after conferring with the recipient	М	
115. Transfer, unannounced – user can send a current call to another extension or phone number without first speaking to the recipient	М	
116. Undelete message – allows a subscriber to press specific keys on the keypad at any time during message retrieval process to "undelete" the last message deleted	М	
117. Video conferencing – user can video chat with other users	С	
118. Voicemail broadcast – an authorized user can forward a voicemail to the entire user base	М	
119. Voicemail review and re- record – provides the ability to review and re-record a message prior to being sent	М	
120. Voicemail to email group notification – multiple email addresses can receive notification of voicemail receipt	S	
121. Voicemail, message creation – subscribers can access the system from any touch-tone telephone, record messages, and send them to other subscribers on the system	М	
122. Voicemail, on-screen – users can navigate the phone screen to retrieve and otherwise handle voicemail messages	М	

123. Voicemail, reply by calling – users can reply to a voicemail message from the voicemail system by calling back the Caller ID, when available	S	
124. Web & app dialer – users can automatically dial a number from the web or app by clicking on it	С	
125. Administration, scheduled changes – allows an administrator to schedule and implement programming changes across the network based on calendar events such as Holidays that vary year to year	М	
126. Seamless Transition for end users between Desk Phone, Softphone and App. End user can login from softphone and override their desk phone to work from home and there is no difference to call flow, abilities and functions.	М	
127. Handsets must support VOIP and be capable of pass through of at least 1Gbps, VLAN tagging, VOIP encryption, manual and DHCP configurations.	М	
128. VOIP trunks supported as well as Analog and traditional PRI trunks	М	
129. System supports softphone clients other then system branded.	М	
130. Backup and Recovery can be performed by industry standard backup solutions such as VEAM	М	
131. Support parts and handsets will be available at least 10 years from install date.	М	
132. Deployment of Softphones can be done over Intune or through Active Directory	М	
133. Work from home Softphones either work over Internet or from City's standard VPN client.	М	
		1

134. Documentation for managing and maintaining phone system will be made available to the client	М	
135. Phone system will be optimized for a multi facility deployment and with some buildings be able to function on an its own.	М	
136. Trunking solution must present local numbers and be easy to manage DID's and forward to temporary numbers	М	
137. SMS through trunking to handsets and devices with DID#	S	
138. Ability to record conversations may be useful to some departments but with respect for privacy.	С	
139. Interested in AI and what that can add to a phone system- auto attendant	С	

Environmental specifications

- 140. Provide the physical dimensions of the proposed system as configured for each site. Include width, height, and depth, and rack space requirements.
- 141. Describe the mounting options of the proposed system-rack, floor, or wall. If more than one option exists, please describe the available options and costs, and provide a recommendation.
- 142. Provide power specifications of the proposed equipment.
- 143. Provide the required cabling specifications for the proposed system. Note any special requirements due to station type.
- 144. Describe the environmental considerations of the proposed system, including operational temperature, humidity, and heat dissipation.

Vendor support

- 145. Implementation work plan provide an implementation work plan for a complete system installation. Include project milestones and outline expected customer roles/responsibilities. Estimate the amount of time City personnel can expect to spend working with you on this project.
- 146. QoS configuration and implementation describe how you will assist the City in configuring and implementing QoS.
- 147. Implementation team provide a description of your implementation team, including engineering staff, technical installation staff, project management staff, and trainers. Include the years of experience implementing similar solutions for each team member.
- 148. User training the City is requesting live on-site comprehensive phone and voicemail training for approximately 50 power users, and pre-recorded (e.g., video or PowerPoint) basic training for approximately 200 that will be hosted on the City's Intranet. Include training description and documentation.
- 149. System administrator training the City intends to manage the system and requires adequate training for IT staff that meets manufacturer requirements; you must provide installation, maintenance, administration, and programming training; note who will provide training and at what location, and if manufacturer certification is required for customer system support. Include training documentation. Pricing should include training for 5 administrators.
- 150. Vendor warranty service provide a description of your warranty service, including guaranteed response times, preventive maintenance schedules, and any added service offerings.
- 151. Manufacturer warranty service provide a description of the manufacturer's warranty on the products proposed.
- 152. Remote diagnostics describe your company's ability to provide remote diagnostics and provide a list of your fees and the minimum billing increment.
- 153. Help Desk describe your help desk function to support this product.

- 154. Maintenance support program provide a description and pricing of all available maintenance plans for service after the warranty period. Provide pricing for any extended warranties available.
- 155. Response time describe your response time to post-warranty support; include the time for each category of response (e.g. emergency, standard, add, move & change, etc.).
- 156. Describe in detail the service level for support.
- 157. What is the average response time for technical and end-user support questions?
- 158. What is the average resolution time for technical and end-user issues?
- 159. What hours are the support personnel available? Are they available 24/7/365? Is there a toll free number for support calls?
- 160. How many members make up the support team?
- 161. What is the average number of years of experience for current personnel providing technical and end-user support for the proposed application?
- 162. Which support is provided by the vendor and which is escalated to the manufacturer or a third-party?

System security

- 163. Describe the proposed approach to system and application security (City of Camas may require completion of cyber security checklist, if you are not able to meet the security standards outlined in the cyber security checklist the product may be ineligible for selection.)
 - a. Methods for identification and authentication
 - b. User access to data
 - c. Audit trails
 - d. Firewall, proxy and gateway servers
 - e. TCP port 80 for HTTP and TP port 443 for HTTPS
 - f. SSL and TLS
- 164. Describe the security architecture of the application and system.
- 165. Describe the process for identifying and addressing hardware and software security vulnerabilities.
- 166. Describe what network services will be utilized by the solution. How will access be controlled?
- 167. What network protocols will be used?
- 168. Provide samples and process maps of the transmission file format, definitions and procedures?
- 169. How do you protect IP voice against unauthorized recording, playback and other forms of electronic snooping?
- 170. How do you protect audio conferences and the information discussed?
- 171. How do you improve voice quality in less than ideal Internet conditions?

Solution lifecycle

- 172. Describe the product's history since introduction in terms of its age and any majorrevisions/release.
- 173. Has the manufacturer announced an end-of-support date for the proposed equipment? If so, please provide this information.
- 174. How do you ensure backwards compatibility with new devices?
- 175. Describe the expected life-cycle of each type of device/equipment.
- 176. Describe and provide the product documentation.

Technical question

- 177. Describe how users connect to the system when they are off site (over the Internet).
- 178. Is the phone hardware open source or proprietary?
- 179. Is there an API for the phone system? If yes, please describe.
- 180. Please list if any on premise equipment or software will be required for implementation (for example, servers, virtual servers, SQL, Windows Server OS etc.)
- 181. The scope of work for this project is for an on-premises, cloud or hybrid solution. Describe your proposed trunk routing solution as well as any optional (off-premises/cloud) installation solutions (include cost differences):
 - 1. Does your solution support trunks to both providers in both service areas, i.e. both areas keep their existing local numbers?
 - 2. Does your solution support one trunk for all locations, i.e. some locations keep their existing local numbers and others get new numbers?
 - 3. Does your solution route trunks over the Internet, e.g. MPLS, i.e. all numbers will change?
 - 4. Describe any other trunk routing options you support.
- 182. Describe how faxing works in your proposed solution. Do you have a centralized faxing component (not required)?
- 183. Describe how long distance charges are calculated on calls, how access to make long distances calls is controlled, and if users can enter access number on phones that restrict toll calls.

Telephone descriptions

Please recommend the telephone model best suited for each category and provide a description of its functionality.

- 184. Standard moderate call volume and selective coverage position
- 185. Manager/reception high call volume user; primary answering position for a particular department
- 186. Soft phone/Headsets
- 187. video has video conference capabilities (not required)
- 188. Conference phones (not required).
- 189. Public access locked down to single number dial with no longdistance.

Appendix B: Business Information

The following questions are focused on the overall company structure. Please provide the information in the following table:

Request	Response
190. Year the company was established	
191. Number of full time employees	
192. Number of years the company has offered the proposed solution	
193. Number of customers using the proposed solution; how many are in WA, and how many are government agencies?	
194. Identify any outstanding or pending litigation and describe the associated risk	
195. Identify all proposed third party subcontractors and manufacturers	
196. Provide specific examples of previous projects in which you successfully supported customers who had a high level of potential liability for the protection of highly sensitive data	

Appendix C: Vendor References

The City might wish to see the product in operation and discuss its performance with users. Please provide at least 3 references with like products and services of like size scope using the proposed solution or similar products and services.

197.Reference 1

Company name	Contact name	
PBX make/model	Contact email	
No. of phones	Contact phone	
Install date		

198.Reference 2

Company name	Contact name	
PBX make/model	Contact email	
No. of phones	Contact phone	
Install date		

199.Reference 3

Company name	Contact name
PBX make/model	Contact email
No. of phones	Contact phone
Install date	

Appendix D Pricing Worksheet

Include all costs to the City, e.g., labor, materials, equipment, monthly recurring costs, and any other items required for a complete implementation and continued operation.

Description	Details/model/part	Qty.	Unit cost	Cost
Mounting hardware (Q126)				
Phones				
Standard/staff (Q168)				
Manager/reception (Q169)				
• Soft (Q170)				
• Video (Q171)				
Conference (Q172)				
Public access (Q173)				
Software				
Voice messaging				
Unified messaging				
Voicemail transcription (Q62)				
Licensing costs and contract terms				
Reporting				
Additional costs for add on modules to meet stated requirements				
Professional services				
 QoS configuration and implementation (Q131) 				

Project management			
Installation/implementation			
Training (Q133-134)			
Administrators (5)			
Advanced users (50)			
Basic users (175)			
API (Q164)			
Maintenance and support first year (Q137-147)			
Other implementation costs			
Тах	0.082%		
TOTAL for implementation			
TOTAL for implementation Monthly recurring: trunk ports			
Monthly recurring: trunk ports			
Monthly recurring: trunk ports Monthly recurring: long distance			
Monthly recurring: trunk ports Monthly recurring: long distance Other monthly costs			
Monthly recurring: trunk ports Monthly recurring: long distance Other monthly costs Total monthly recurring costs Annual software maintenance			
Monthly recurring: trunk ports Monthly recurring: long distance Other monthly costs Total monthly recurring costs Annual software maintenance after 1 st year Annual hardware maintenance			

Total annual recurring costs				
Hourly rate for additional services and for post-warranty support				
Off-premises solution options (Section 6.4 and Q165):				
Comments:				
Prices guaranteed at the same price or better for/until:				

The City requests items that will incur freight charges are shipped Free On Board (FOB) Destination, with the freight prepaid.

Appendix E Acronyms

- DID Dial in Direct umber IP Internet Protocol
- IT Information Technology Department
- LDAP Lightweight Directory Access Protocol
- MGCP Media Gateway Control Protocol
- NDA Non-Disclosure Agreement or Confidential Information Agreement
- PBX Private Branch Exchange
- PoE Power over Ethernet
- POST Power-On Self-Test
- POTS Plain Old Telephone Service
- QoS Quality of Service
- RCW Revised Code of Washington
- RFP Request for Proposal
- SIP Session Initiation Protocol
- TAPI Telephony Application Program Interface
- TDM Time division Multiplexing
- VoIP Voice over Internet Protocol

Appendix F Non-Disclosure Agreement



City of Camas Information Technology Confidential Information Agreement

This agreement is hereby entered into, by and between City of Camas and _____ (hereinafter "ServiceProvider") on _____.

City of Camas and Service Provider mutually agree to the terms of this Agreement to govern the handling of City of Camas data and information by any employee, subcontractor, agent or other individual affiliated with Service Provider to which he or she may have access during the course of any work done for City of Camas.

If any conflict exists between the terms of this agreement and any prior agreement, the terms of this agreement shall govern.

1. Definitions

"Covered Data and Information" refers to any piece of City of Camas data and information to which any Service Provider may have access to during the course of performing work for City of Camas.

2. Term and Termination

- a. This Agreement shall take effect upon execution by both parties.
- b. The City may terminate this Agreement in whole or in part whenever the City determines, in its sole discretion, such termination is in the best interest of the City.

3. Acknowledgment of Access to Covered Data and Information

Service Provider acknowledges that this Agreement allows access to Covered Data and Information.

4. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information

Service Provider agrees to hold the Covered Data and Information in strict confidence. Service Provider shall not use, exploit, or disclose, or permit the use, exploitation, or disclosure of any Covered Data and Information that may be accessed except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by City of Camas.

5. Safeguard Standard

Service Provider agrees to protect the Covered Data and Information according to commercially acceptable standards and no less rigorously than it protects its own Covered Data and Information.

Notwithstanding the foregoing, it is the responsibility of the Service Provider to be aware of and abide by any City of Camas Technology Policies that address Covered Data and Information, security practices and procedures, and the appropriate use of City of Camas computer systems.

6. Handling of Covered Data and Information

Service Provider shall not copy Covered Data and Information onto any computer or media without prior authorization by the department head of the City of Camas department responsible for that data. In cases where Covered Data and Information is copied onto any media, electronic, magnetic, optical, print, film or otherwise, such Covered Data and Information will be encrypted and carefully guarded by Service Provider against unauthorized exposure and, once the work has been completed, Service Provider will destroy all copies of Covered Data and Information either through Department of Defense (DoD) 5220.22-M 3-pass data sanitization or physical shredding.

- a. **Breach.** In addition to the rights of the parties established by any previously or concurrently executed Agreement between City of Camas and Service Provider, if City of Camas reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Agreement, City of Camas, in its sole discretion, shall have the right to:
 - i. Exercise any of its rights to reports, access and inspection under this or any other Agreement between City of Camas and Service Provider; and/or
 - ii. Require Service Provider to submit to a plan of monitoring and reporting, as City of Camas may determine necessary to maintain compliance with this Agreement; and/or
 - iii. Provide Service Provider with a fifteen (15) day period to cure the breach; and/or
 - iv. Terminate the Agreement immediately.
- b. Before exercising any of these above described rights, City of Camas shall provide written notice to Service Provider describing the violation and the action it intends to take.
- c. Notwithstanding the above, Service Provider acknowledges that a breach of this Agreement may cause irreparable harm to City of Camas for which a remedy at law would not be adequate. In the event of such a breach or threatened breach, City of Camas shall be entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining Service Provider from any such threatened or actual violation of the provisions of this Agreement. This provision does not limit City of Camas's rights to seek monetary damages in addition to injunctive relief.

7. Subcontractors and Agents

If Service Provider provides any Covered Data and Information which was received from, or created for, City of Camas to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.

8. Maintenance of the Security of Electronic Information

Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, City of Camas.

- a. In the event a Service Provider employee with access to Covered Data and Information is no longer employed by Service Provider, Service Provider shall immediately reset or change any passwords provided by City of Camas, or to notify City of Camas to reset or change any passwords provided to Service Provider.
- b. City of Camas may reset or change any passwords provided by City of Camas, with or without prior notice to Service Provider.

9. Monitoring

Service Provider understands and acknowledges that City of Camas has the right to conduct and maintain an audit trail of all accesses to Covered Data and Information and that City of Camas may monitor Service Provider's activity on City of Camas systems at any time without notice.

10. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Service Provider shall report to the City of Camas Information Technology Director and the department head of the City of Camas department responsible for that data any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by City of Camas, or in the event that Service Provider is required to disclose Covered Data and Information in any legal or regulatory proceeding. Service Provider shall make the report to City of Camas not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider's report shall identify:

- a. The nature of the unauthorized use or disclosure,
- b. The Covered Data and Information used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action Service Provider has taken or shall take to prevent future similar unauthorized use ordisclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by City of Camas.

11. Indemnity

The Service Provider shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under <u>Industrial Insurance, Title 51 RCW</u>, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Survival

The respective rights and obligations of Service Provider under Sections 3 through 11 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

13. Waiver

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

14. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the City of Kittitas. This Agreement shall be governed by the law of the State of Washington.

15. Intellectual Property

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Covered Data and Information disclosed to Service Provider or in any intellectual property rights related thereto.

16. Successors and Assigns

This Agreement and all of its terms shall be binding upon and shall inure to the benefit of City of Camas and Service Provider and their respective successors and assigns, as may be permitted.

17. Modification

The Agreement may be changed, modified, or amended only in writing signed by both parties.

18. Certification

The undersigned certify that they are authorized to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

City of Camas	Service Provider
Ву:	Ву:
Title:	Title:
Signature:	Signature:
Date:	Date:

Appendix G Insurance Requirements

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the City. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for:

1. Commercial General Liability Insurance

Coverage limits not less than:

- \$2,000,000 per occurrence perproject
- \$2,000,000 general aggregate
- \$2,000,000 products & completed operations aggregate.
- \$2,000,000 personal and advertising injury, each offense
- Certificate Holder City of Camas
- The City of Camas shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City of Camas using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- The Service Provider shall provide the City of Camas and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

2. Commercial Automobile Liability Insurance

Automobile Liability for owned, non-owned, hired, and leased vehicles (MCS 90 endorsement and a CA 9946 endorsement must be attached if 'pollutants' are to be transported)

Coverage limits not less than:

- \$1,000,000 combined single limit
- Thirty (30) days written notice to the City of cancellation of the insurance policy.

3. Workers' Compensation

Workers' Compensation in amounts required by law

4. Stop Gap/EmployersLiability

Coverage limits not less than:

- \$1,000,000 each accident
- \$1,000,000 disease policy limit
- \$1,000,000 disease eachemployee

• Thirty (30) days written notice to the City of cancellation of the insurance policy.

5. Cyber Liability

Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000.000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

Contractor shall furnish the City a Certificate of Insurance to include the Policy Endorsements/Exclusions as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against City of Camas for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non- contributing with any other insurance maintained by City of Camas.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsements/Exclusions, properly completed and in the amount required, is attached hereto.