REQUEST FOR PROPOSAL

UNIFIED COMMUNICATIONS & VoIP PHONE SYSTEM

Solicitation No: 20008-19- UNIFIED COMMUNICATIONS & VoIP PHONE SYSTEM

Proposal Opening Date: May 9, 2019
Proposal Opening Time: 2:00 (local time)

City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing

(March 29, 2019)
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1 Introduction

The City of Baton Rouge/Parish of East Baton Rouge is interested in soliciting proposals from qualified providers of an on premise Unified Communications & VoIP Phone System whose product offering meets or exceeds current City-Parish requirements. The final product offering should provide a robust solution set that will allow the City-Parish to continue to leverage this investment well into the future as the needs of the City-Parish grow and evolve. The proposed system should be able to accept SIP Trunking and handle at least 300 simultaneous call paths. The solution should be designed with the primary equipment located at the ATM/EOC Data Center and secondary equipment at the City Hall Data Center.

The City-Parish is requiring that responding vendors propose a complete, end-to-end solution including design, planning, system architecture, installation, network analysis, training and post installation support for this project. The proposed solution should include audio and video conferencing, internal and external paging, instant messaging and presence, call recording, and collaboration tools, in addition to basic telephony features.

1.1 Background Information

Situated in the southeastern part of central Louisiana, Baton Rouge is the state’s capital and second largest city with an estimated population of 230,000. The City is located within East Baton Rouge Parish, which has a population 445,000. The City and Parish have a consolidated government. The land area of City-Parish is 470.8 square miles. The 2019 total budget is $926.2 million and the General Fund Budget is $322.7 million. The City-Parish employs 4,400 full-time employees and provides Public Safety, Fire, Public Works, Finance, City Court, Library, Zoning, Planning, and Administrative services. The City-Parish has over 4,000 computer users.

Approximately 100 locations and 69 individual agencies will be included in this Unified Communications and VoIP Phone system proposal. Survivability will be needed at critical sites and they have been identified on the agency table.

High-level project goals that were established are as follows:

- **Goal 1**: Select appropriate systems for the City-Parish. Systems should have the following attributes:
  - A track record of reliability and ease of use given the many 24/7 operations and public safety responsibilities of the City-Parish.
  - Ability to provide and support standard phones for a consistent predictable phone experience throughout the City-Parish.
  - Sufficiently flexible to meet unique needs for various City-Parish departments and communications requirements.
  - Provides address reporting to 911, improved call transfer and voice mail capabilities, and improved display capabilities over systems in place today.
  - Successful track record and install base for customers of similar size and complexity to the City-Parish operations.

- **Goal 2**: Maintain or improve customer service to the public through robust and flexible use of phone communications technology.
• The City-Parish places a high value on customer service. Public telephone numbers should be answered on a timely basis in an effective manner.

• Include public impact as part of discovery and planning processes. Provide seamless solution for main public telephone numbers.

• Develop phone numbering plan support for a predictable and easy-to-use experience for the public and internal use.

• Maintain and/or improve ADA-related communications capabilities.

**Goal 3**

Identify security implications and risks related to new phone systems, and include risk identification as part of the proposal process.

• Risks include technological/security risk, operations supportability and reliability, predictability of ongoing operations expenses.

**Goal 4**

Complete the project in a timely manner and within budget, reduce ongoing operating expenses where feasible.

• Identify project costs and ongoing maintenance/upgrade costs for future budget planning.

• Use existing staff resources as data gatherers to reduce costs where possible.

• Use a “train the trainer” approach and use department representatives during key project phases to reduce costs.

**Goal 5**

Complete the project with minimal disruption to City-Parish services and communications.

• Cutover plan to new systems and services should be carefully planned and well communicated.

### 1.2 Definitions

The following definitions may be used in the RFP:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-1 Notification</td>
<td>A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed.</td>
</tr>
<tr>
<td>Agency</td>
<td>Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.</td>
</tr>
<tr>
<td>ANI</td>
<td>Automatic Number Identification</td>
</tr>
<tr>
<td>Auto-Attendant</td>
<td>A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller</td>
</tr>
<tr>
<td>Call Detail Records (CDR)</td>
<td>A data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction that passes through that facility or device.</td>
</tr>
<tr>
<td>City-Parish</td>
<td>City of Baton Rouge-Parish of East Baton Rouge.</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td>Any person having a contract with a governmental body.</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Department</strong></td>
<td>Department for whom the solicitation is issued.</td>
</tr>
<tr>
<td><strong>Dial in Direct (DID)</strong></td>
<td>A single phone number that rings on a single extension.</td>
</tr>
<tr>
<td><strong>Director</strong></td>
<td>Director of Purchasing</td>
</tr>
<tr>
<td><strong>Discussions</strong></td>
<td>For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.</td>
</tr>
<tr>
<td><strong>DSS/BLF</strong></td>
<td>Direct Station Selection/Busy Lamp Field</td>
</tr>
<tr>
<td><strong>DTMF</strong></td>
<td>Dual Tone Multi Frequency</td>
</tr>
<tr>
<td><strong>ELIN</strong></td>
<td>Emergency Location Information Number</td>
</tr>
<tr>
<td><strong>Enhanced 911 (E911)</strong></td>
<td>Automatically provides the caller’s location to 911 dispatchers</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td>Includes onsite vendor-provided devices including IP handsets, gateways, call controllers, etc.</td>
</tr>
<tr>
<td><strong>Failover</strong></td>
<td>A process which calls a backup number when an extension is not available, either through phone or network failure.</td>
</tr>
<tr>
<td><strong>Integrated Voice Response (IVR)</strong></td>
<td>A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system.</td>
</tr>
<tr>
<td><strong>Manufacturer(s)</strong></td>
<td>The company or companies that make the solution components and provide the Proposers with technical support and upgrades to the underlying systems.</td>
</tr>
<tr>
<td><strong>May</strong></td>
<td>The term “may” denotes an advisory or permissible action.</td>
</tr>
<tr>
<td><strong>Must</strong></td>
<td>The terms “must” denotes mandatory requirements.</td>
</tr>
<tr>
<td><strong>Overhead paging</strong></td>
<td>The ability to page through a public address system.</td>
</tr>
<tr>
<td><strong>PSAP</strong></td>
<td>Public Safety Answering Point</td>
</tr>
<tr>
<td><strong>Service Provider</strong></td>
<td>The firm supplying the carrier services elements, although this may be the same company that is the Proposer in some situations.</td>
</tr>
<tr>
<td><strong>Shall</strong></td>
<td>The term “shall” denotes mandatory requirements.</td>
</tr>
<tr>
<td><strong>Should</strong></td>
<td>The term “should” denote desirable.</td>
</tr>
<tr>
<td><strong>Soft phone</strong></td>
<td>A program that runs on a computer or mobile device that simulates a phone extension.</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>The State of Louisiana.</td>
</tr>
<tr>
<td><strong>Unified Communications</strong></td>
<td>The realization of converging technologies integrating voice, video, conferencing, messaging, and collaboration across multiple platforms, applications, and locations through one common service.</td>
</tr>
<tr>
<td><strong>VoIP</strong></td>
<td>Voice over Internet Protocol</td>
</tr>
</tbody>
</table>
1.3 Project Schedule

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the project schedule listed below, an addendum to this RFP will be issued.

<table>
<thead>
<tr>
<th>Item</th>
<th>Anticipated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issuance</td>
<td>March 29, 2019</td>
</tr>
<tr>
<td>Non-mandatory Pre-Proposal Conference</td>
<td>April 12, 2019 10:00 AM-12:00 PM Local Time</td>
</tr>
<tr>
<td>Deadline to receive written inquiries</td>
<td>April 18, 2019</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>April 25, 2019</td>
</tr>
<tr>
<td>Vendor proposals due</td>
<td>May 9, 2019 at 2:00 PM Local Time</td>
</tr>
<tr>
<td>Notification of demonstration dates</td>
<td>TBD</td>
</tr>
<tr>
<td>Demonstrations of Proposed Solution</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice of Intent to Award to be mailed</td>
<td>June-July</td>
</tr>
<tr>
<td>Contract negotiations and award</td>
<td>July</td>
</tr>
</tbody>
</table>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Inquiries

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from Proposers regarding the requirements of this RFP shall be directed to the:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Patti J. Wallace
Purchasing Division
City Hall
222 Saint Louis St., 8th Floor, Room 826 or P.O. Box 1471
Baton Rouge, LA 70802 or Baton Rouge, LA 70821

E-Mail: purchasinginfo@brgov.com
Phone: (225) 389-3259 / Fax: (225) 389-4841

The City-Parish, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and Proposers relying on other information do so at their own risk.

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. Without exception, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Project Schedule (See Section 1.3). Initial inquiries shall not be entertained thereafter.
The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing during the proposal period. Otherwise, this will be construed as acceptance by the Proposers that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state’s online electronic bid posting and notification system that is resident on State Purchasing’s website https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102 and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective Proposers.

1.5 Pre-proposal Conference (non-mandatory)

A non-mandatory pre-proposal conference will be held on April 12, 2019 from 10 a.m. – 12 p.m. local time at:

City Hall
5th Floor, Room 806, Bid Room
222 St. Louis St
Baton Rouge, LA 70802

Teleconferencing will be available with the following number: 888-398-2342 Access Code: 1678713.
Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the official answer or position of the City-Parish will be stated in writing in response to written questions. If you are unable to attend, please see section 1.4 for RFP clarification and questions.

1.6 Submission of Proposals

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. All proposals shall be received by Purchasing no later than the date and time shown in the Project Schedule.

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X Proposal Name: UNIFIED COMMUNICATIONS & VoIP PHONE SYSTEM
X Solicitation No. 20008-19- UNIFIED COMMUNICATIONS & VoIP PHONE SYSTEM
X Proposal Opening Date & Time: 2:00 pm (Local Time)

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Submit to City-Parish:
- 1 printed, signed, original proposal and signed addenda,
- 5 copies of original proposal,
- 1 redacted copy of the original proposal,
- 2 USB Flash Drives containing an electronic version of the technical proposal and any supporting documentation.
- 2 USB Flash Drives containing electronic version of the pricing form

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
City Hall
222 Saint Louis St., 8th Floor, Room 826
Baton Rouge, LA  70802

Or mailed to:
City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA  70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the Proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.
1.7 General Proposal Considerations

1.7.1 Proposal Clarity

RFP responses shall be as clear and concise as possible, while providing the level of detail necessary for an informed evaluation. The City-Parish will place a higher value on proposals that expressly respond to its detailed requirements. Proposers are requested to refrain from adding unnecessary materials to their responses including marketing brochures and the like, unless specifically pertinent to the proposed solution. Proposers not conforming to this proposal format may be considered non-responsive to the RFP.

1.7.2 Proposal Costs

Proposers are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City-Parish, if any. If the City-Parish elects to reject all proposals, the City-Parish will not be liable to any Proposer for any claims, whether for costs or damages incurred by the Proposer in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever. The City-Parish is likely to require one or more meetings at the City-Parish with Proposers that have been selected as finalists for this project. Proposers are solely responsible for their own expenses attributable to any activity or materials related to such meetings.

1.7.3 Reservation of Rights

The City-Parish reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Waive or modify minor irregularities in proposals received.
- Utilize any and all ideas and suggestions submitted in the proposals received.
- Adopt all or any part of a Proposer’s proposal in selecting the optimum configuration.
- Change the quantities of equipment or features to be furnished in order to reflect any system requirements, which may become known after issuing the RFP. The unit prices furnished with the proposal will be used to modify the Proposer’s quoted price.
- Negotiate with multiple Proposers to serve the best interests of the City-Parish.
- Should the City-Parish be unsuccessful in negotiating a contract with the selected Proposer within an acceptable timeframe, the City-Parish may conduct negotiations with another Proposer.

1.7.4 Withdrawal of Proposal

A Proposer 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 the authorized representative of the Proposer must be submitted to Purchasing.
1.7.5 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the Project Schedule or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.7.6 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.7.7 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant

1.8 Evaluation

Evaluation of proposals will be by a committee formed by the City-Parish. This committee will be composed of members from various City-Parish departments.

1.8.1 Evaluation Criteria

An award will be made to the Proposer whose proposal is most responsive to the needs of the City-Parish as determined solely by the City-Parish. The evaluation factors reflect the totality of considerations represented in the requested proposal response. While cost is important, other factors are also significant and the City-Parish may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project goals and objectives for a fair and reasonable cost.

The City-Parish intends to follow a three (3) phased evaluation plan as described in the following paragraphs. Please note, however, that the City-Parish receives the right to bypass any phases or portions thereof if it is deemed to be in the best interests of the City-Parish.

Phase 1: Initial Review of Proposals

Upon receipt, the City-Parish will perform an initial review to determine which proposals merit further consideration based on the completeness and professionalism of the proposal, Proposer background and experience, relative functionality provided by the proposed system, and cost.

Phase 2: Proposals Considered for Further Evaluation
Proposals that merit further consideration will be evaluated based on the criteria listed below, which correspond to information requested in various sections of the proposal:

- **Relevant Experience and Demonstrated Capabilities (15%)**: Refers to the relevant experience of and capabilities demonstrated by the Proposer to meet the functionality desired by the City-Parish within this RFP, amongst other factors.

- **Approach to Meeting Requirements (70%)**: Refers to the quality, clarity, professionalism and responsiveness of proposal, including proposed Unified Communications and VoIP Phone solution, design and development approach, and how the Proposer intends to meet core requirements outlined within this RFP.

- **Project Management, Training and Support (15%)**: Refers to the Proposer’s project management approach, including the approach to testing, implementation, support, and training, amongst other factors.

**Phase 3: Presentations, Interviews and/or Additional Information Review**

The Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee. The City-Parish may also:

- Contact officials from other jurisdictions regarding the proposing party, its prior work experience and its ability to successfully complete the scope of services.

- Request clarification or additional information from Proposers in order to assist in the evaluation process.

- Require changes in the scope of services and/or best and final offers (BAFO) as deemed necessary by the City-Parish, before Contract execution.

After the demonstrations, the evaluation team will review the initial scoring and make adjustments based on the information obtained in the oral demonstration, site visits and reference checks to determine final scoring. The City-Parish will select the highest scoring proposal(s) based on the criteria listed below.

- **Relevant Experience and Demonstrated Capabilities (10%)**: Refers to the relevant experience of and capabilities demonstrated by the Proposer to meet the functionality desired by the City-Parish within this RFP, amongst other factors.

- **Approach to Meeting Requirements (60%)**: Refers to the quality, clarity, professionalism and responsiveness of proposal, including proposed Unified Communications and VoIP Phone System solution, design and development approach, and how the Proposer intends to meet core requirements outlined within this RFP.

- **Project Management, Training and Support (10%)**: Refers to the Proposer’s project management approach, including the approach to testing, implementation, support, and training, amongst other factors.
Cost (20%): Prior to Final Selection, the Evaluation Team will evaluate the finalists’ cost proposals and/or BAFO. The Proposer with the lowest cost will be awarded maximum allocated points. Other Proposers will receive cost points in accordance with the following CC= (LPC/PC divided by MAP). CC= computed cost, LPC= lowest proposed cost, PC= Proposer’s cost and MAP= maximum allocated points.

Following Phase 3, the Evaluation Committee will formulate its recommendation for Notice of Intent to Award based on the totality of information provided in the RFP response and subsequent presentations and/or interviews.

1.9 Notice of Intent to Award

Upon review and approval of the evaluation committee’s recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Project Schedule. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.10 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish’s needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.11 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.12 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.
The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract (Section 4) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.13 Additional Terms

1.13.1 Acceptance of Proposals

This Request for Proposal should not be construed as an agreement to purchase goods or services. The City-Parish is not bound to enter into a Contract with the Proposer who submits the lowest priced proposal or with any Proposer. Proposals will be assessed by the evaluation committee. The City-Parish will be under no obligation to receive further information, whether written or oral, from any Proposer.

The City-Parish will have sole discretion in selecting the Proposer and has the right to reject all proposals.

1.13.2 Liability for Errors

While the City-Parish has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proposers. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proposers from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

1.13.3 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public
documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

1.13.4 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted
timely will be retained by the City-Parish and not returned to the Proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

### 1.13.5 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### 1.13.6 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor’s Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor’s Proposal.

### 1.13.7 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### 1.13.8 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

### 1.13.9 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws
governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.13.10 Claims or Controversies

Any Proposer, who believes they were adversely affected by the City-Parish’s procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts, which form the basis of the protest and the relief, requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contact and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting Proposer.

1.13.11 Applicant’s Certification of OMB Uniform Guidance 2 CFR Part 200 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for $100,000 or more, the Applicant certifies that their company, any subcontractors, or principals are not presently suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the General Services Administration (GSA) in accordance with the requirements in OMB Uniform Guidance 2 CFR Part 200.

Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.31, including suspension or debarment. (See also 2 CFR parts 180 and 376 and 31 U.S.C. 3321).

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov.

1.14 Termination

1.14.1 Termination of this Agreement for Cause

The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor
shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.14.2 Termination of this Agreement for Convenience

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.14.3 Termination for Lack of Appropriated Funds

Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.15 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.16 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.17 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color,
religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.18 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.19 Subcontractors and Third Parties

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.20 Corporation Requirements

Upon the reward of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

2 Existing Infrastructure

2.1 Telephone System
Currently the City-Parish has approximately thirteen (13) NEC SV8100s, two (2) NEC SV8300s, five (5) NEC SV9100s, One Nortel CS 1000 and Call Pilot, two (2) Cisco CUCMs, two (2) Cisco Unity Connections, (1) Cisco Call Center Express utilized by the Parish 311 Call Center, as well as, various Toshiba and Nitsuko systems throughout the City-Parish. Some of these systems are shared by multiple agencies, while others are individual stand-alone systems. Many have reached end of life and support is no longer available.

### 2.1.1 Agencies & Handsets

The approximate number of stations & conference phones at each agency are shown in the following table. The table also shows which agencies have been identified as critical sites needing survivability and which need overhead paging and call recording.

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Handsets</th>
<th>Conference Phone</th>
<th>Call Recording Needed</th>
<th>Paging</th>
<th>Survivability Needed</th>
</tr>
</thead>
<tbody>
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<td>311</td>
<td>15</td>
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<td>Business Ops - Valley St</td>
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<tr>
<td>Child Development &amp; Learning Center</td>
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<td>Children's World Headstart</td>
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<td>Community Development</td>
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<td>Coroner</td>
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<td>Dept. of Trans &amp; Drainage - Traffic Engineering</td>
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<td>Agency Name</td>
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<td>Paging</td>
<td>Survivability Needed</td>
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<td>Fleet Management</td>
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<td>Freeman/Matthews Headstart</td>
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<td>Juvenile Court</td>
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<td>Leo S Butler Community Center</td>
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<td>Mosquito &amp; Rodent Control</td>
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<td>New Horizon Headstart</td>
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<td>Public Information</td>
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</table>
2.2 Existing Network at Proposed Sites

The table below shows locations included in this project. The table is not all-inclusive, as some sites have been omitted due to security reasons. A complete list will be provided to the selected Proposer.

<table>
<thead>
<tr>
<th>Address</th>
<th>Connection</th>
<th>Connection Type (Direct or VPN)</th>
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</thead>
<tbody>
<tr>
<td>100 W. Thomas Road</td>
<td>T-1</td>
<td>VPN</td>
</tr>
<tr>
<td>10550 Veterans Memorial Blvd</td>
<td>10 Gbps fiber (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>1100 Laurel St</td>
<td>10 Gbps Osfp (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>11010 Coursey Blvd</td>
<td>25 Mbps Business X 5</td>
<td>VPN</td>
</tr>
<tr>
<td>1111 N 28th St</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
</tr>
<tr>
<td>11420 Plank Rd</td>
<td>25-25 Mbps X 5 Mbps</td>
<td>VPN</td>
</tr>
<tr>
<td>11644 Sullivan Road</td>
<td>10 Mbps Business</td>
<td>VPN</td>
</tr>
<tr>
<td>1200 Rosenwald</td>
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<td>VPN</td>
</tr>
<tr>
<td>13211 Jackson Rd</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
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<td>1383 Napoleon St</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
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<td>14350 Old Hammond Hwy</td>
<td>25 Mbps Business X 5</td>
<td>VPN</td>
</tr>
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<td>14523 Old Hammond Hwy</td>
<td>CBI 50-50 Mbps X 10 Mbps</td>
<td>VPN</td>
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<tr>
<td>150 S Wooddale</td>
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</tr>
<tr>
<td>1500 Oleander St</td>
<td>10 Mbps Business</td>
<td>VPN</td>
</tr>
<tr>
<td>15202 S Choctaw</td>
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</tr>
<tr>
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<td>5 Mbps Business</td>
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</tr>
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<td>1755 Florida St</td>
<td>10 Gbps Osfp (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>1881 Progress Rd</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
</tr>
<tr>
<td>1919 N Cristy Dr</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
</tr>
<tr>
<td>1993 Flannery Rd</td>
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</tr>
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<td>500 Mbps Wireless Air Fiber</td>
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</tr>
<tr>
<td>2013 Central Rd</td>
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<td>VPN</td>
</tr>
<tr>
<td>209 St Ferdinand</td>
<td>1 Gbps Fiber (MM)</td>
<td>Direct</td>
</tr>
<tr>
<td>222 St Louis St, Ste 301</td>
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<td>10 Gbps Osfp (SM)</td>
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</tr>
<tr>
<td>227 Florida St</td>
<td>Wireless PtoP (100 Mbps)</td>
<td>Direct</td>
</tr>
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<td>22790 Reames Rd</td>
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</tr>
<tr>
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</tr>
<tr>
<td>2443 River Rd</td>
<td>Metro E 10 Mbps</td>
<td>Direct</td>
</tr>
<tr>
<td>2680 Progress Rd</td>
<td>10 Gbps fiber (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>2727 Brig. Gen Ben Davis</td>
<td>10 Gbps Fiber (SM)</td>
<td>Direct</td>
</tr>
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<td>Connection</td>
<td>Connection Type (Direct or VPN)</td>
</tr>
<tr>
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<td>10 Gbps fiber (SM)</td>
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<tr>
<td>2850 Gardere Ln</td>
<td>Metro E 20 Mbps</td>
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</tr>
<tr>
<td>2867 Brig Gen Isaac Smith</td>
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<td>Direct</td>
</tr>
<tr>
<td>2905 Evangeline Street</td>
<td>50 Mbps Business X 5</td>
<td>VPN</td>
</tr>
<tr>
<td>2931 Valley St</td>
<td>50 Mbps Business X 50</td>
<td>VPN</td>
</tr>
<tr>
<td>300 N 10th</td>
<td>1 Gbps Fiber (MM)</td>
<td>Direct</td>
</tr>
<tr>
<td>300 North Blvd</td>
<td>10 Gbps Fiber (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>3002 Florida St</td>
<td>10 Mbps Business X 2</td>
<td>VPN</td>
</tr>
<tr>
<td>3055 Valley St</td>
<td>10 Gbps Ospf (SM)/100 Mbps wireless</td>
<td>Direct</td>
</tr>
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<td>Address</td>
<td>Connection</td>
<td>Connection Type (Direct or VPN)</td>
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</tr>
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<td>VPN</td>
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<td>DSL</td>
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</tr>
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<td>VPN</td>
</tr>
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<td>7261 Florida Blvd.</td>
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</tr>
<tr>
<td>7380 Menlo</td>
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<td>VPN</td>
</tr>
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<td>Direct</td>
</tr>
<tr>
<td>8011 Merle Gustafson</td>
<td>10 Gbps fiber (SM)</td>
<td>Direct</td>
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<tr>
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<td>10 Mbps Business X 2</td>
<td>VPN</td>
</tr>
<tr>
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<td>Direct</td>
</tr>
<tr>
<td>8333 Veteran's Memorial Blvd</td>
<td>1 Gbps Fiber (SM)</td>
<td>Direct</td>
</tr>
<tr>
<td>835 Sharp Rd</td>
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<td>VPN</td>
</tr>
<tr>
<td>8686 Pecan Tree Dr</td>
<td>50 Mbps Business X 10</td>
<td>VPN</td>
</tr>
<tr>
<td>9000 Airline Hwy</td>
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<td>Direct</td>
</tr>
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<td>9048 Airline Hwy</td>
<td>1 Gbps Fiber (MM)</td>
<td>Direct</td>
</tr>
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<td>9050 Airline Hwy</td>
<td>10 Gbps Fiber (SM)</td>
<td>Direct</td>
</tr>
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<td>950 E Washington</td>
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<td>VPN</td>
</tr>
<tr>
<td>9700 Scenic Hwy</td>
<td>10 Mbps Business</td>
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</tr>
</tbody>
</table>

### 2.3 Summary of Network and Computing Environment

The City-Parish has established technology standards and would prefer to adhere to them as part of the implementation of the Unified Communications and VoIP system. The tables below provide Proposers with a current summary of the City-Parish’s network and computing environments, and standards.

In preparing responses, Proposers must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Proposer’s proposed solution and the City-Parish’s defined environments
- Recommendations of how best to implement and operate the proposed solution within the City-Parish’s defined environments

**Network Infrastructure Configuration (WAN & Internet)**

- The City-Parish’s network consists of 105 buildings / sites. Of these 105 sites, 52 of the sites are connected via a site-to-site VPN network established across the Internet. 47 sites are connected to a private WAN, with the remaining 6 sites connected via high-speed wireless.
- Of the 47 private WAN sites, 4 are connected via a 10GB redundant DWDM ring, 6 are connected with a redundant 10GB CWDM OSPF ring and the remaining are point to point connections varying from 10MB to 10GB.
- A Cisco ASA 5505 and 5506 are used to provide end user VPN connectivity. Cisco 5520’s VPN ASA’s are used at branch office locations and connect either to the Harding or Downtown datacenter.
- Wireless Connectivity to 29 sites with 111 Aruba model 215 access points connected back to the LAN on 1GB.
- A maintenance program is in place to support all key components of the network.
- To support the network, external vendors are used on an as needed basis.
- The City-Parish uses Solar Winds for its network monitoring tools.

**Data Center**

- The City-Parish has two datacenters: one located at City Hall and the other located at the ATM/EOC building.
- The City Hall datacenter is 34 years old, while the ATM/EOC datacenter is 18 years old.
- Currently, neither data center acts as a Primary datacenter. Each datacenter has applications/servers that supports the users located at that campus.
- Building UPS and Dual generators support both datacenters.
- The ATM/EOC Data Center has redundant HVAC, but the City Hall location does not.
- An inert gas based fire suppression system is currently in use at both datacenters as well as normal fire detectors.
- There are 2 additional locations that house servers supported by I.S., each with varying capabilities.

**Data Network**

- The majority of the City-Parish’s data network uses Cisco Systems equipment (Cisco Catalyst 4500, 2960, and 3850). There are some legacy Nortel equipment will be phased out over time. Other network equipment (HP, Brocade) is used by departments who have their own IT staff.
- The users report that the network is very reliable and has few issues. It has a high reliability of above 99.99%.
- The network is primarily used for data, VoIP, video and other applications.
- The LAN technology is based on 100/1000 Gigabit Ethernet technologies.
- Most workstations are connected using 100/1000Tc Ethernet.

**Logical Network**

- Multiple VLANS are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management.
- TCP/IP v4 and IP OSPF protocols are used on the WAN and LAN.
- Voice Traffic is present, but separated by VLAN on the network.
- IP Subnets are assigned to the VLANs as a practice.

**Server and Operating System Standard**

- The City-Parish server environment consists of both virtual and physical servers. Two (2) Cisco UCS chassis, one at each datacenter, are used to host nearly 120 virtual servers. In addition, there are 43 Physical Servers supported by I.S. that are housed in 4 locations. The primary manufacturer of these physical servers is Dell.
- The vast majority of the servers (97%) are greater than 5 years old. Approximately 1% of them are less than 1 year old and approximately 2% are between 3-5 years old.
- Information Services is in the process of migrating as many physical servers into the virtual environment.
- Most of the servers that are in use have a utilization rate of under 10%.
- The network traffic volume on the servers is not formally tracked but the environment has not had
any major issues.

- Three servers are configured in a clustered environment to deliver performance and redundancy.
- Most of the servers have some redundant features, such as dual power supplies and mirrored disks.
- A maintenance program is in place to support all key components of the server environment.
- The redundant power supplies are connected to diverse UPS power sources. Both data centers have full redundancy.
- The distribution of the physical server operating systems is as follows: Windows 2003 – 9, and Windows 2008 – 12, Linux – 12, Open VMS – 1, VMware ESXi 6.5 - 9.
- The City-Parish has virtualized the environment using VMware vSphere 6.5. There are three primary clusters running approximately 120 virtual machines.
- The City-Parish has an informal patch management policy in place that dictates deployment of Server patches in an orderly manner usually 1 month after release.
- The City-Parish uses McAfee Endpoint Security (ENS) v10.6 and VirusScan v8.8 for antivirus protection on the servers and workstations.
- The systems are managed by a team of six systems administrators.
- There is a process for the creation / deletion of workstation and e-mail accounts and workstation accounts are audited regularly.
- The City-Parish does not enforce Microsoft’s recommendations for password complexity and users are not forced to change passwords. The only complexity requirement employed is that it has to be at least eight characters in length.
- Clear text and encrypted passwords are both used, along with encrypted FTP and telnet.
- Key services are mostly monitored with Dell Open Manage, SolarWinds, or VMware vRealize and IT personnel are notified when applications / systems become non-responsive.

### Storage and Backup Environment

- Virtual servers have SAN attached storage and are connected to one of five different disk arrays. Those include two NetApp storage arrays, two Dell/EMC CX500s, and an HP P2000 G3MSA.
- Backups are performed from disk-to-disk. Full backups are performed daily or weekly depending on the server.
- Commvault version 11 SP11+ is used for backup system and currently backs up most everything. RMAN is used to backup Oracle databases. The current version of backup does not allow for bare metal restores and the backups are not verified.

### DRP/BCP Environment

- The City-Parish’s I.T. Disaster Recovery Plan (DRP) is partially in place, but needs to be updated and redesigned.

### Workstation Standard

- There are approximately 4000 end user computing devices on the network.
- The majority of the systems are manufactured by Dell.
- The current standard workstation configuration in use is:
  - Manufacturer: Dell
  - Processor: Intel i7 – 3.2 GHz
  - RAM: 8 GB
  - Hard Disk Size: 250 GB
  - Video Card/RAM: 1GB AMD Radeon
  - Network Card Speeds 100/1000/10000
  - 3-yr warranty
- The age of the workstations are equally split (40%) are 1-3 years old and 40% are between 3-5 years.
old, with the remaining 20% are greater than 5 years, but less than 7 years old.
- The OS of the workstations are split between Windows 10 (70%), Windows 7 (28%), Windows 8 (1%) and Windows XP (1%).
- The City-Parish uses Symantec Ghost for workstation imaging.
- The City-Parish currently uses Windows SUS system for workstation patch management.
- On the workstations, McAfee v10.6 is used for antivirus protection.
- All Application distribution is performed manually.

### Web Browser Standard
- Microsoft Internet Explorer, Google Chrome and Mozilla Firefox are used. While there is no defined standard browser, users are instructed to use certain browsers for certain tasks.

## 3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Proposer is required to prepare their proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the Proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Separate Sealed Document</td>
<td>Proposal Signature Form and Pricing Form</td>
</tr>
<tr>
<td>1</td>
<td>Executive Summary</td>
</tr>
<tr>
<td>2</td>
<td>Description &amp; Qualifications</td>
</tr>
<tr>
<td>3</td>
<td>Network Assessment</td>
</tr>
<tr>
<td>4</td>
<td>Desired Environment</td>
</tr>
<tr>
<td>5</td>
<td>Voice Mail System</td>
</tr>
<tr>
<td>6</td>
<td>Unified Communications</td>
</tr>
<tr>
<td>7</td>
<td>OPTIONAL Call Center</td>
</tr>
<tr>
<td>8</td>
<td>OPTIONAL Call Accounting</td>
</tr>
<tr>
<td>9</td>
<td>Implementation Plan and Schedule</td>
</tr>
<tr>
<td>10</td>
<td>Training</td>
</tr>
<tr>
<td>11</td>
<td>Maintenance &amp; Support</td>
</tr>
<tr>
<td>12</td>
<td>Other Required Forms and Attachments</td>
</tr>
</tbody>
</table>
3.1 Executive Summary (Section 1)

In a cover letter format not to exceed two (2) pages, the letter should contain a summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority, which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

3.2 Description & Qualifications (Section 2)

Proposer shall provide a description of the qualifications and experience of their firm. Include responses to the items listed in the following sections.

3.2.1 Proposer Historical and Background Information

Proposers shall provide historical and background information concerning their firms, including all of the following information:

- Name, mailing address, email address, telephone and facsimile numbers of firm
- Federal tax identification number
- Amount of time in business in regards to voice solutions
- Number of employees locally, nationally and internationally
- Number of systems of the model, size and complexity proposed for the City-Parish installed by Proposer locally and nationally
- Number of technicians at closest facility trained and certified to maintain/install the proposed system.
- Copy of Proposer’s most recent audited financial statement, annual report, bank references, and/or other documentation used by your firm to indicate financial stability.
3.2.2 Proposer References

The Proposers must be able to demonstrate experience and capability in installation and maintenance of the proposed system, by providing evidence of successfully completing projects of similar size and scope.

- The Proposers shall provide a list of customer references, with the following information:
  - Customer name and location
  - Contact person(s): name, title and telephone number
  - Proposer’s project manager for the engagement
  - System size (stations, trunks, etc.)
  - Number of sites and type of connectivity
  - System model number and software generic version in use at present
  - System installation date (by the Proposer)
  - Years system being maintained by the Proposer

At least five (5) such references shall be provided.

- The Proposers shall provide evidence that it has completed the following in the past three (3) years:
  - At least three (3) VoIP system installations of 600 or more extensions
  - At least three (3) installations in a multi-facility, networked environment of 10 or more sites

The City-Parish may make any investigations as it deems necessary to determine the ability of Proposer to perform the work, and Proposer shall furnish the City-Parish all such information and data for this purpose as the City-Parish may request. The City-Parish will place greater emphasis on large, multi-facility (10 or more sites), networked installations. The City-Parish will also place greater emphasis on experience with clients with complex business requirements, i.e., not “cookie-cutter” installations.

3.2.3 Project Management and Installation Team

A critical component of the City-Parish’s evaluation of the Proposer will be the team of individuals that the Proposer proposes.

- The Proposers shall identify and appoint a competent and experienced Project Manager to act as its resident representative, and to supervise its employees and subcontractors/third-party providers during the installation, cutover, and final testing of the system.

- The resume of the proposed Project Manager, including references, shall be submitted with the proposal. During any subsequent interviews, the proposed Project Manager shall attend, the City-Parish will use this opportunity to evaluate the proposed Project Manager, and his/her communications skills and project management/leadership capabilities.

- The Proposers shall also identify additional key personnel who shall support the designated Project Manager, and be available to the City-Parish in the absence of the primary Project Manager. The Proposer shall inform the City-Parish of escalation procedures available to the City-Parish. Once the
key project team members have been assigned and accepted by the City-Parish, the City-Parish will reserve the right to approve any proposed substitutions.

The City-Parish will place greater emphasis on project management and installation teams that have demonstrated experience in all aspects of project management – requirements gathering, system design and configuration, training, testing – in large multi-site installations with complex business requirements.

3.2.4 Manufacturer Historical and Background Information

- Proposers shall provide historical and background information concerning the Manufacturer, including all of the following information:
  - Name, mailing address, email address, telephone and facsimile numbers of Manufacturer
  - Federal tax identification number
  - Amount of time in business in regards to voice solutions
  - Location of nearest maintenance facility, parts depot and customer service center
  - Copy of Manufacturer’s most recent audited financial statement, annual report, bank references, and/or other documentation used by your firm to indicate financial stability

3.3 Network Assessment (Section 3)

City-Parish understands and expects that the selected Proposer will need to conduct a full network assessment to determine the viability of integrating and installing the new voice system onto the existing data network. The needs and expectations of a converged network do place different requirements on the network in terms of Quality of Service (QOS), packet prioritization, cable quality, termination specifications, etc. Although City-Parish believes that the network is voice ready, we desire the selected Proposer to perform a full network assessment and determine what, if any, network updates or quality mitigation processes must be achieved in order to support the new converged data/voice system.

Selected Proposer will provide to City-Parish all results of the assessment including necessary network maps, specification thresholds, specific problem areas and the recommended solution and cost for each. The network assessment should include the cost to test existing network cabling. Information that Vendors should provide in this section are as follows:

- Proposer shall explain the methodology for conducting the network analysis including length of time and any required network downtime.

3.4 Desired Environment (Section 4)

3.4.1 General System Architecture

The City-Parish envisions installing an IP telephony system to support all City-Parish facilities listed in Section 2.1.1, including the following components and subsystems:

- Primary system located at the Harding Data Center and the secondary located at the City Hall Data Center.
City-Parish Unified Communications & VoIP Phone System

- IP telephony system servers, gateways and associated primary system components.
- A family of IP telephone sets of various capacity and functionality.
- Interfaces to support other analog devices i.e. fax machines.
- Interfaces to support connection to the City wide area network, VPN Sites, PRI or SIP Trunks.
- Voice mail platform to support messaging and automated attendant functionality.
- Call center platform for inbound and outbound call center (optional).
- E911 system to provide extended location identification for callers dialing 911 (building and floor location at a minimum).
- Call accounting system (optional).
- Unified Messaging System to support the integration of email, voice mail, and fax.

Proposers shall submit a general description of the proposed system architecture including all primary system components and building blocks.

Proposers shall submit a description of the proposed system as designed and configured for the City-Parish, including a narrative description and system/network diagram.

Proposers shall provide the model names and version numbers of all system components of the proposed system, including hardware and software.

Proposers shall include the proposed connectivity components for their proposed system with their proposals. All components shall be new, no refurbished components, with the exception of handsets when requested, will be considered.

Proposers shall describe the requirements of the data network to support the system including necessary infrastructure features and capabilities.

Proposers shall state if the system being proposed is agnostic to the networking equipment.

Proposers shall also submit the physical requirements for the system components, including required space/rack space units, power requirements, and environmental condition parameters under which the equipment operates.

The City-Parish recognizes that the total solution may include products from more than one manufacturer.

The City-Parish will place greater emphasis on total solutions that minimize the number of different manufacturers and demonstrate by reference the proven ability to integrate and operate seamlessly.

Proposers shall state clearly which of the system components and subsystems are manufactured by the primary system manufacturer, and which components/subsystems are third party products.

Proposers shall provide evidence of the successful integration of any third party products.

Proposers shall state whether the system utilizes redundant or mirrored disks.

Proposers shall indicate the quantity of disk storage used for software and database information.
3.4.2 Single System Operation

The proposed solution shall operate as a single VoIP system across all City-Parish sites. High-level functionality that shall be incorporated into the single system operation including the following:

3.4.2.1 Coordinated Dialing Scheme

The proposed system should support a 4-digit extension numbering scheme and extension-to-extension dialing across all sites on the system.

- Proposers shall identify all system elements that consume numbering plan resources, including DID and non-DID extension numbers, feature access codes, voice mail services, E911 ELINs, and any others.

- Proposers shall identify any limitations that exist with their proposed solution regarding numbering resources, such as numbering plan resources that are pre-determined.

The City-Parish’s current block of DID numbers consist of several non-consecutive blocks of numbers. To ensure a smooth transition current DID assignments along with the any new DID numbers will be configured.

3.4.2.2 Feature Transparency

All system features should be able to be employed transparently across the network. Features such as call transfer, call park, call forwarding, conferencing, as well as the features of subsystems including voice mail, hot desking and E911 location identification should be able to be employed among all facilities.

3.4.2.3 Number Portability

Any extension number in the City-Parish’s numbering plan must be able to operate at any building. There should be no requirement to dedicate certain number blocks to specific buildings or system nodes.

3.4.2.4 System Management and Administration

The telephone system and peripheral systems should be able to be managed and administered from a single platform that may be accessible from anywhere on the network, or from secure remote locations. The City-Parish will place greater emphasis on management platforms that present a single point of entry for the management of the telephone system and its subsystems (voice mail, call center, call accounting, E911, etc.), and that automatically populate and update system and subsystem databases without the need to access multiple platforms and duplicate effort.

3.4.2.5 Centralized Attendant Service

Incoming calls to any attendant console should be able to be directed to any extension anywhere on the network.
3.4.2.6 Access to Centralized Resources

The system envisioned by the City-Parish includes several shared, centralized resources including the telephony servers, gateways, voice mail system, call center platform, call accounting system and E911 extended location identification platform. The system should be designed to allow access to these and any other shared system resources from extensions anywhere on the network.

3.4.3 System Reliability and Security

3.4.3.1 Hardware

The system shall consist of hardware with proven track record of longevity and durability of field replaceable components or modularity for replacements of failing or failed parts. The hardware should provide self-diagnostics and alerting of hardware or software issues.

3.4.3.2 Security

The system should have robust security features that protect the City-Parish information and communications. Upon completion of the project, vendor will supply to City-Parish ALL system level passwords.

❖ Proposers shall describe in detail their approach to securing the system from viruses, denial of service attacks, toll fraud and other potential security breaches.

❖ The Proposers shall describe their approach to securing voice calls to ensure no eaves dropping, example TLS encryption.

3.4.3.3 Software

❖ Proposers shall describe the operating system on which the telephony servers, voice mail servers, call center servers, E911 system and any other server-based platforms run.

3.4.3.4 Station Equipment

❖ Proposers shall provide evidence that the proposed telephone sets can withstand physical stress of typical use.

❖ Proposers shall be able to demonstrate the sets' resistance to damage from dropping, strain on line and handset cords and the reliability of keypads and displays in heavy usage.

3.4.3.5 Transmission

The system should provide toll quality transmission from end-to-end for station-to-station and station-to-trunk calls to insure a high level of sound quality.

❖ Proposers shall describe the metrics used to measure sound quality.
3.4.3.6 Efficient Use of Network Resources

The system will operate across a City-Parish IP network that will be shared with other data and video services. The City-Parish requires a system that makes efficient use of network resources.

3.4.3.7 Survivability

City-Parish expects dial tone survivability to be implemented at critical sites. Some of these sites have been identified on the Agency & Handsets Table in Section 2.1.1.

Proposers shall describe the capabilities and options.

3.4.3.8 Failure Scenarios

It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy and High Availability in case of power failure or other incident.

Proposers shall describe how the proposed solution would continue to perform with each of the following failures:

- Upstream Service Provider failure
- Primary data center failure
- Denial of Service attack
- DNS failure
- City-Parish primary Internet Service Provider failure
- City-Parish WAN connectivity failure for one or more WAN sites
- Network failure in or between City-Parish buildings
- City-Parish email environment offline
- Electrical outage lasting longer than 12 hours

3.4.3.9 Performance

Proposers shall define the maximum number of simultaneous conversations supported by the proposed system.

Proposers shall describe how the proposed system will remain responsive and scalable. For example, QoS, dedicated/private networks, monitoring, capacity planning, etc.

Proposers shall describe the maximum capacity of the system as it is being proposed in the following areas:

- Phone sets
- Voicemail boxes

Proposers shall describe how the system can be expanded to accommodate new locations or expansion of an existing location.
3.4.3.10 Network Integration

Proposer’s solution will need to integrate into the existing City-Parish network infrastructure. City-Parish is working under the assumption that the proposed solution will work with existing City-Parish network equipment.

- Proposers shall point out any exceptions to this assumption.
- Proposers shall develop a comprehensive list of recommended or required City-Parish network capabilities and changes. At a minimum, give input on the following: VLAN, QoS, firewall configuration, private network peering, DHCP and DNS, IP subnets, location information (E911), IP addressing and routing.
- Proposers shall describe the process for managing a robust end-to-end network service/infrastructure where a significant portion of that network (City-Parish LAN and WAN) is not under Proposer’s direct control.
- Proposers shall include description and preferred vendor(s) for hardware required to facilitate the connection between City-Parish SIP trunk(s) and UC solution(s).

3.4.3.11 Licensing

- Proposers shall list any required licenses for proposed solution including any optional components.
- Proposers shall indicate the basis on how licenses are determined.
- Proposers shall indicate how software and/or user licenses for all potential solutions are packaged for sale, purchased and installed.
- Proposers shall indicate how features are licensed.
- Proposers shall provide a sample license agreement for all components of the recommended solution.

3.4.4 General System and User Features

The proposed solution shall include a full complement of telephony features typically incorporated into today’s enterprise IP telephone systems.

- Proposers shall provide a complete list and description of all system and user features available with the proposed system. State whether each feature is:
  - Standard
  - Optional, but included in your pricing
  - Optional, not included in your pricing
The City-Parish will evaluate the general system and user feature sets based upon the applicability of the features to the City-Parish’s requirements, the ease of use of the features, the ease of management, configuration and reconfiguration of the features, whether features are standard or optional, and costs.

- Proposers shall describe which features and settings can be controlled, configured and reconfigured by end users, which are controlled by the system administrator, and the level of flexibility that the system administrator has to allow or disallow end user control.

- Proposers shall describe the tools available to end users to control, configure or reconfigure features and settings.

- Proposers shall describe what features and settings can be activated, deactivated or reconfigured by the end user from remote locations (i.e., activate call forwarding from home, for example).

3.4.5 Specific Features Requested

City-Parish departments have indicated the need for the following specific features.

- Proposers shall confirm the availability of each feature and state whether it is standard, optional or not available. If optional, provide pricing on the pricing form.

  - **Interoperability/Coexistence**
    
    Proposers should support four digit dialing and ANI between existing Cisco systems and the proposed solution. City-Parish expects interoperability between old and new systems at several locations.

    - Proposers shall describe how proposed solution will meet these expectations.

    - Proposers shall explain in detail how leveraging any existing service as a migration tool will occur in the proposed solution.

  - **Paging**
    
    The system should support the ability to page to individual phones or groups of phones, over the phone speakers.

    - Proposers shall describe any system limitations to this feature, including the number of sets that can be paged in a group, the number of broadcast groups, the location of the telephones, or any other limitations.

    - Proposers shall state whether the system will support integrated paging to both telephone sets and IP speakers and, if so, how this is accomplished.

    - Proposers shall describe the following:
      
      - Can analog sets with speakers be paged individually and as part of page groups?
- Can all phones in the system be paged at once?
- If a user has placed his/her phone in a do not disturb condition, does an attempt to page the phone override the do not disturb function?

○ **Overhead Paging**

The City-Parish has several locations that require overhead paging. There is a wide range in the age of the systems. The system should include the feature and ability for a user from a telephone on the proposed telephone system, to dial a code, access the external paging system, and speak into the phone handset and page through all speakers or a zoned subset of speakers.

- Proposers shall describe the solution for overhead paging using external speakers.

○ **Hosted Fax Service**

The City-Parish has at least 250 analog fax devices in use. It may be possible that many of these devices/lines could be removed from service as a cost saving measure, if the Proposer’s solution offers an acceptable virtual/network-based fax alternative.

- Proposers shall describe the network-based fax service that is included with the solution including the following:
  - How would it integrate with our current email system?
  - Does it support sending faxes directly to employee’s phone numbers?
  - What options are available for routing inbound faxes?

- Proposers shall describe outbound fax features and requirements from the perspective of desktop and mobile clients.

○ **Ability to record phone conversations**

The City-Parish has identified several agencies in need of the ability to record telephone conversations.

- Proposers shall describe the solution for recording calls.

- Proposers shall describe system support for this feature, along with any security provisions for limiting access to this feature.

○ **Conference**

The system should support the ability for individual station users to initiate a multi-party conference of up to three (5) people, including people outside the system.

- Proposers shall describe any limitations to this capability.
Proposers shall explain how many simultaneous conferences can occur.

Proposers shall explain how many people can be in conferences simultaneously.

- **Conference bridge**

  The system should include as an option for a conference bridge function allowing the City-Parish to host conferences for a minimum of 25 participants. Participants will call a number and enter a pass code to join the conference.

  - Proposers shall describe how this resource is managed.
  - Proposers shall describe how the bridge is initiated (i.e. always available, scheduled).
  - Proposers shall explain if the conference bridge uses the same conference resources as the station-initiated conferencing, and, if so, what is the impact?

- **Outbound caller ID**

  The system shall include the capability to allow the City-Parish to control what information is passed for outbound caller identification by individual line.

  - Proposers shall describe the capabilities that exist and the ability for the City-Parish to manage outbound caller ID information.

- **Inbound caller ID**

  The system shall have the ability to display inbound caller ID based on the information passed by the carrier. In addition, the City-Parish prefers a solution that displays caller ID on inbound calls when the called party is on the phone, allowing the called party the opportunity to decide whether to take the call.

- **Multiple voice mail indicators**

  Several telephone sets require multiple indicators for voice mail messages. There are several locations where one telephone set requires two indicators – one for a general department mailbox, and one for an individual mailbox.

  - Proposers shall state how users can be alerted to messages in the instance described.
  - Proposers shall explain how many voice mail indicators can there be on one set?

- **Ring tones**

  The system shall support a variety of ring tones.

  - Proposers shall describe the options available (for internal and external calls).
Proposers shall describe how the system supports different ring tones for different lines ringing on the same set.

Proposers shall describe how ring tones are managed – by the end user or by the system administrator.

- **Ring loud bells**
  
The system should support the ability to ring loud bells and other alerts when certain telephone numbers are dialed, in addition to ringing the telephone set to which the call is dialed.

  - Proposers shall describe how this is done.

- **Night answer features**
  
  Several departments activate night answering features in which incoming calls are answered by an automated attendant, go directly to a voice mailbox or transferred to a third party answering service.

  - Proposers shall explain how this feature can be activated by a single button.
  
  - Proposers shall explain how this feature can be activated and deactivated on a scheduled basis, with no manual intervention required.
  
  - Proposers shall explain whether this feature can be activated remotely, and if so, how.

- **Secondary Ring Locations**
  
  Proposers shall explain whether the system supports the ability for secondary ring locations. Incoming calls to an extension or DID number may ring at one or more locations initially, and then ring at one or more secondary locations.

  - Proposers shall describe any limitations that exist to the number of locations that can ring initially, the number of locations that be secondary ring locations, and the total number of locations at which any one line can ring.

- **Corporate Directory**
  
  Proposers shall describe the directory services the solution provides.

  - Proposers shall describe how the solution integrates with Active Directory.
  
  - Proposers shall describe the requirements to implement and the benefits of implementing.

- **Analog Devices**
  
  Proposers shall describe the process to supply dial tone to analog devices, such as fax
machines.

- **Video Conferencing**

  City-Parish would prefer that the full capabilities of a video conferencing solution be included with the proposed solution.

  - Proposers shall describe the options, features and capacity of the solution.
  - Proposers shall describe any limits to the maximum number of participants in a single conference.
  - Proposers shall describe any limits to the maximum number of participants concurrently across multiple active conferences.

- **Desktop Integration**

  - Proposers shall submit descriptions of the desktop integration features available in their systems. Include in this discussion the following, at a minimum:
    - Ability for users to manage telephone feature configuration
    - Ability for users to manage voice mailboxes
    - Corporate Directory Integration
    - Communications portals
    - Presence and status features
    - Ability to dial from a directory (click-to-dial)
    - Ability to access voice mail messages
    - Collaboration Tools

The City-Parish will place greater emphasis on systems and project teams that best support the features described above, and that, in the City-Parish's estimation, provide the greatest level of flexibility in configuring the system to support the unique needs of individual departments and users. The availability of features, the ease with which features can be configured and reconfigured, the apparent ability of the proposed project team to design and implement solutions based on the unique needs of individual departments and users, and costs will be evaluated.

### 3.4.6 Station Equipment

The City-Parish will implement a system consisting primarily of IP telephones. Power to IP telephones will be delivered by Power over Ethernet switches provided by the City-Parish using the 802.3af standard, when available.

- Proposers must provide a description and photographs of the entire family of telephone instruments that may be used on their proposed system, identifying instrument size, fixed and assignable button appearances and features, and color selections.
Proposers shall submit the following information to describe the IP telephone sets proposed for Common areas, Office workers, Administrators, Receptionists, and conference/class rooms.

- **Display**
  - Proposers shall describe the display, including size (length and width), resolution (pixels), and the number of lines and characters that can be displayed.

- **Headset Support**
  - Proposers shall describe the ability of the proposed sets to support wired and wireless headsets.
  - Proposers shall describe whether the sets have headset jacks.
  - Proposers shall describe whether the sets support Bluetooth wireless headsets, and whether an outboard appliance is required.

- **Power Consumption**
  - Proposers shall identify the power required to serve each IP telephone set in watts.
  - Proposers shall identify the power requirements in an on-hook condition, off hook condition, and during call setup.
  - Proposers shall identify any limitations identified with the PoE Switches listed in the Current Environment section of this RFP.

- **Wireless IP telephones**
  - Proposers shall describe the capabilities of Wireless IP telephones to operate at any City-Parish facility equipped with wireless infrastructure, using the 802.11b and g standards, and/or 802.11a.

- **Softphones**
  - City-Parish is requesting software supporting telephone service integrated into a PC, with no physical telephone set.
  - Proposers shall submit details of the Softphone capabilities

- **PC-based attendant consoles**
  - Proposers shall provide a complete description of the console application, including screen images. Required features include an in/out board and DSS/BLF display.

**3.4.7 Station Reviews and Final Quantities**
The City-Parish requires that the successful Proposer conduct detailed station reviews as part of its project plan, after a contract is executed. Station reviews shall include meetings with representatives from each department to determine the requirements at each facility, and properly apply the capabilities of the system to each station. The City-Parish requires that the successful Proposer physically visit and interview representatives from each department in order to understand the configuration and operation of each site and to complete the system configuration. The City-Parish will provide direction to the selected Proposer regarding City-Parish guidelines and standards for the use of system features.

The exact quantity and type of telephone instruments to be installed at each site will be determined as a result of detailed station reviews to be conducted by the successful Proposer, with assistance from the City-Parish, after the execution of a contract.

The City-Parish views this as a time-consuming task critical to the successful completion of the project. The City-Parish requires that Proposers dedicate substantial resources and time in order to insure the best possible system configuration.

### 3.4.8 Mobility

The City-Parish sometimes requires its workforce to be mobile, and requires a telephone system to support this mobility for home workers (telecommuters) and mobile workers, and in order to provide employee/citizen access to communications services and systems in the event of a disaster.

#### 3.4.8.1 Telecommuters

For staff that will work from home, regardless of frequency, the system shall have the ability for staff to make and receive calls as if the worker was in the office. The City-Parish envisions functionality allowing workers to “log in” from a remote site, using either a Softphone client or IP telephone set. This functionality should provide all the capabilities that the worker would enjoy if he/she were at his/her office. When activated, incoming calls to the worker’s extension should ring at the remote site, and provide all the information (caller ID, for example) and feature access (call transfer, conference, for example) that the worker has when working from the office. In addition, when activated, outgoing calls should access City-Parish network facilities (SIP Trunks) and should be captured and reported on by the call accounting system. The worker should be part of the City-Parish’s dialing plan when this feature is activated.

- Proposers shall submit a detailed description of the mobility functionality included in their proposals to support telecommuters, and provide a description of other telecommuter capabilities available with the proposed solution.
- Proposers shall submit details regarding the client software.
- Proposers shall also submit the pricing elements for this functionality on the Pricing Form.
- Proposers shall describe the licensing requirements for this functionality. (For example, does each telecommuter require an additional license?)

#### 3.4.8.2 Mobile Workers
For staff who will work in the field, the system shall have the ability to extend office calls to a cellular telephone. This capability is not to be confused with simple call forwarding to a cell phone. The required capability is that office extensions can be extended to a cell phone.

Describe the following features:

- Ability to toggle a live call from office phone to cell phone
- Ability to toggle a live call from cell phone to office phone
- Ability to receive incoming DID calls with caller ID
- Ability to access system network services (SIP Trunks) to initiate outgoing calls
- Ability to make and receive internal calls using the 4 digit dial plan
- Ability to activate the feature remotely
- Ability to access all office phone features from the cell phone while activated
- 911 calls dialed from the cell phone while activated will show cell phone location to PSAP.

Proposers shall describe this functionality in detail, including any necessary hardware or software, the process by which the feature can be activated locally and remotely, and costs (include on Pricing Form).

Proposers shall describe any individual license fees, identify those costs and provide on Pricing Form.

Proposers shall describe the options for Android, Apple and Windows Smartphones.

3.4.8.3 Other Mobility Features

Proposers shall describe any other mobility features that are available with the system. For any such features, identify the application, any necessary hardware and software, and associated cost structure and list on the Pricing Form.

3.4.9 System Administration and Management

System administration and management services shall be provided to enable the City-Parish to manage the system. The proposed system shall include the hardware, all required software, programming, and the necessary link to the telephone system. The system shall be able to be accessed via the City-Parish network and remotely via VPN or web portal, with appropriate security.

Proposers shall describe how the proposed system supports tiered access permissions for administrators, site coordinators, users, etc.

Proposers shall explain if the proposed system can be managed from a single interface. If not, explain the individual interfaces and what they manage.

Proposers shall describe the limitations to the number of administrators that can be logged on to the system at one time.

Proposers shall describe the online help available for the administrative application, if available.
At a minimum, the system must support the following:

3.4.9.1 Moves, Adds and Changes

The system should provide a means for the City-Parish to perform moves, adds, and changes in real time, or on a scheduled basis.

3.4.9.2 Class of Service Definition and Maintenance

The system shall provide a means for the City-Parish to assign classes of service, which define the set of privileges and features available for each station. The system shall also provide a means for the City-Parish to create new classes of service as the need arises.

❖ Proposers shall identify the number of classes of service that the system will support.

3.4.9.3 Control of Network Services

The system shall allow the City-Parish to exercise access to and control over network services attached to the system.

3.4.9.4 System Performance Monitoring and Reporting

The proposed system shall be equipped with all necessary hardware and software to monitor system performance, generate alarms, conduct diagnostic tests, and create reports providing summary and detailed history of the system performance.

❖ Proposers shall describe all conditions and parameters that are monitored and reported on. Selected conditions and parameters that shall be included are:

- Voice quality on the IP network
- Security (reporting on a security breaches, attempted security breaches)
- Resource utilization
- Alarms and actions taken
- Trunk utilization (utilization of all trunks and PRI channels)

❖ Proposers shall describe the system monitoring and performance-monitoring tools included in the proposed solution.

❖ Proposers shall describe the API’s the Proposer has allowing custom interfaces or third party interfaces for monitoring and notifications.

❖ Proposers shall describe how you monitor call quality. For example, distracting noise, echo, pops, delays, etc.

The City-Parish will place greater emphasis on administration and management systems that allow all (or most) systems and subsystems (telephone system, voice mail, optional call center, E911, and optional call accounting) to be managed from a single platform or portal. The City-Parish will place lesser emphasis on
solutions that require system administrators to log in and out of multiple applications in order to manage the system.

### 3.4.10 E 9-1-1 Functionality

The City-Parish requires that detailed station location identification be provided to the Public Safety Answering Point (PSAP) when City-Parish employees dial 911 from a City-Parish telephone set.

Due to the nature of IP telephony systems, and particularly the ability to relocate IP sets and log in as a different user on sets, the City-Parish prefers a solution that:

- Uses the switch port as the identifier by assigning a DID number (frequently referred to as an ELIN) to a switch, groups of switch ports, or individual switch ports, and
- Requires no or very little manual intervention to maintain/update location records as telephones are added or relocated

Proposers shall propose an E 9-1-1 system that meets these requirements, and provide a full description of the system and its features.

Proposers shall describe the services required and the effort required by the City-Parish to perform any tasks to manually maintain/update location records.

Proposers shall describe in detail the services required and the method by which information regarding City-Parish telephone locations is communicated to the public ALI database.

Proposers shall describe the ability for system notifications when a phone on the system dials 9-1-1.

### 3.5 Voice Mail System (Section 5)

#### 3.5.1 General

Proposers shall propose a voice mail system designed to support the City-Parish VoIP system. The City-Parish envisions a centralized voice mail system.

The system shall be equipped to support at a minimum 1000 mailboxes, concurrent accesses and adequate storage to allow users to store voice mail messages up to 30 days.

#### 3.5.2 Voice Mail Integration Features

The proposed telephone system must be capable of full and transparent integration with the proposed voice mail system (VMS) system.

Minimum integration features must include:

- Lighting message waiting lamp on phone set
- Forwarding of calls to personal greeting
- Transfer of calls from a coverage point directly to the mailbox of the originally intended destination
3.5.3 Voice Mail System Capacity

Proposers shall identify the following quantities:

- Total number of mailboxes allowed in system
- Total number of mailboxes configured as proposed
- Maximum number of messages allowed per mailbox and in system
- Maximum message duration
- Number of personal greetings
- Maximum personal greeting duration

3.5.4 Send Messages

These required features apply to sending/recording a message:

- Cancel message without address re-entry
- Message re-record
- Message review
- Silence compression
- Message delivery confirmation
- Notification of message non-delivery
- Mark as Private/Confidential Message
- Urgent message designation

3.5.5 Receive Messages

These required features apply to receiving a message:

- System states total number of messages in mailbox
- Message scan by sender name
- Skip to next message Playback/Record Controls (Pause, Repeat, Skip, Replay)
- Message Disposition Controls (Save, Delete, Forward, etc.)
- Time/Date Stamp
- Message Reply/Transfer; i.e., ability to call back individual leaving message
- Reply to message (without reentry of sender’s number/name)
- Forward message with oral comments (front-end or back-end)
- Adjustable volume control (on playback)

3.5.6 Call Answering

These required features apply to the VMS call answering capabilities:

- Personal Greetings of variable duration
- Ability to pre-record multiple personal greetings and change or re-record personal greetings from any telephone (or via web portal)
- Identify maximum greeting duration
- Ability for caller to transfer out of voice mail once in a user’s mailbox
- Ability for caller to mark message urgent
- Ability for caller to elect to dial out to mailbox owner if this option is offered in the greeting
- Automatic message entry; i.e., no need to press “1” (for example) to leave a message

### 3.5.7 Voice Mail Security

The VMS shall have security measures available. Proposers should confirm the following capabilities:

- The system should provide for a personal ID in addition to a password.
- The subscriber should be able to select and change personal passwords at anytime from anywhere.
- The system design should be able to prevent the System Administrator or anyone else from learning personal passwords, and from listening to voice mail messages of users.
- The system should disconnect a call after three incorrect attempts to enter an ID/password

### 3.5.8 Remote Voice Mail Access

The VMS shall support access to all of the system features by a VMS user (i.e., user with an assigned mailbox) dialing into the system remotely using a standard DTMF telephone set. The feature invocation keys/key sequences shall be the same for both local and remote users.

The VMS should also support access to the VMS via a desktop integration tool or web portal.

- Proposers shall describe this functionality and provide pricing, if an optional feature on the Pricing Form.

The VMS shall also support email notifications of messages to users email system.

### 3.5.9 Automated Attendant

The VMS shall include a robust Automated Attendant capability. Most City-Parish departments will use automated attendant in at least one of three ways:

- As a secondary means of departmental phone answering, when administrative staff are not available, i.e., the automated attendant will answer after 3-5 rings
- As a primary means of departmental phone answering, i.e., the automated attendant will answer immediately
- As a means of night answering, i.e., the automated attendant will answer immediately when the night answer feature is activated

The City-Parish will provide guidance to the selected Proposer regarding policies for departmental use of automated attendant features. The City-Parish is particularly concerned about insuring that citizens are served properly, including having telephone calls answered efficiently.
Proposers shall state whether individual departments are able to change the “zero out” destination, and how this is accomplished.

Proposers shall describe how alerts can be generated when “zero out” calls are not answered, i.e., when “zero out” calls go to a voice mailbox instead of a human.

The system should support the pre-recording of multiple automated attendant greetings that may be invoked on a scheduled basis or on a manual basis by secure access from any touchtone telephone or via a web portal. For example, departments using automated attendant should have the ability to have a business day greeting and a nights/weekends greeting that are activated on a scheduled basis. Alternately, departments should have the ability to answer the phone “live” during business hours, and activate the automated attendant nights and weekends.

The system should have the ability for users to record/re-record and activate automated attendant greetings by secure access from any touchtone telephone or via a web portal. For example, if the City-Parish decides to close its offices due to a major storm, departments should have the ability to insert an automated attendant greeting from any touchtone telephone or via a web portal remotely.

### 3.5.10 Performance Requirements

Performance Objectives (listed below) must be satisfied under peak loading conditions:

- Announcement Playback Response Time (i.e. the time from the user depressing a key until the time that they hear VMS playback an announcement) should be less than 1 second (under all load conditions)
- Personal Greeting Playback Time following ring trip for incoming caller should be less than 1 second (under all load conditions)
- The time to deposit a recorded message in recipients’ mailboxes should not exceed 15 seconds under peak loading conditions.
- The time to light the message-waiting lamp on the recipients’ telephone set should not exceed 15 seconds after depositing the message.

### 3.5.11 Disk Storage

Proposers shall specify the number and size of disk drives and hours of VMS storage proposed and the maximum number of disk drives available and the maximum hours of storage available.

Proposers shall state whether the system permits the City-Parish to expand the system capacity by procuring disk storage independently.

Proposers shall state whether the system utilizes redundant or mirrored disks.

Proposers shall specify the increment of expansion of storage hours up to the maximum configuration of each system proposed.

Proposers shall indicate the quantity of disk storage used for software and database information.

Proposers shall provide all underlying assumptions used to calculate the amount of storage based upon industry standards and Proposer’s experience in similar installations.
For messages directed to more than one recipient on the VMS, only one physical copy of the message should actually exist within the storage subsystem.

- Proposers shall describe how this is accomplished.

### 3.5.12 Voice Mail System Management and Administration

- Proposers shall describe the system management and administration capabilities of the proposed VMS system. This description should include methods of adding, changing and deleting subscribers, system database, program, and message backup/storage, etc., and methods of user charge back for usage of the out calling feature.

An audit trail shall be left on a system log for all administrative functions only.

- Proposers shall provide a complete listing of alarms, alerts and status reports that the VMS generates, and the means by which the City-Parish can be alerted of alarms and component/system outages.
- Proposers shall provide samples of all performance and usage statistics reports that are included in the proposed solution.

### 3.5.13 Speech Recognition

- Proposers shall identify whether their VMS solutions include a speech recognition capability. This feature would allow a caller to make automated attendant selections by speaking a choice instead of entering DTMF commands.
- Proposers shall identify any additional costs associated with the option and list on Pricing Form.

### 3.6 Unified Communications Features (Section 6)

#### 3.6.1 Unified Messaging

The City-Parish utilizes Microsoft Exchange as its email platform and the proposed unified messaging system should be able to integrate with the system.

- Proposers shall include in their descriptions the options that exist for the storage of voice mail messages in a unified messaging environment – in the Proposer’s proposed system and in the City’s email system.
- Proposers shall include in their descriptions the options that exist for the backup of recorded messages.
- Proposers shall describe any options to allow different criteria for backing up/archiving voice mail messages than email messages.

#### 3.6.2 Collaboration

- Proposers shall describe options for collaboration tools available.
3.6.3 Instant Messaging & Presence

- Proposers shall describe Presence Management and Instant Messaging.

3.6.4 Other Features

- Proposers shall describe any other features available that would be beneficial to City-Parish.

3.7 Optional Call Center (Section 7)

The City-Parish currently utilizes Cisco Call Center Express for their 311 Call Center. This system may not be migrated to a new solution immediately, but City-Parish is seeking Proposers that have a call center solution.

Call Center features shall include the following:

- Ability to route calls among agents based on a variety of parameters including agent availability, least busy agent, or agent priority.
- Ability to record and play City-Parish developed messages to callers in queue. Ability to easily add/delete/modify recorded messages from any telephone or PC, internal or external, with secure access.
- Ability for caller to opt to leave a voice mail message instead of remaining in queue.
- Ability to record calls for training and quality assurance purposes, and the ability to access recorded calls from a telephone or workstation.
- Ability for supervisors to listen in on calls (listen only) for training and quality assurance purposes, and for supervisors to enter into a call (two-way) while listening in.
- Ability for an agent to transfer a call to a supervisor or more skilled agent.
- Ability for an agent to request supervisor assistance or generate an alarm to a supervisor in the event of a critical call.
- Ability to use traditional office IP telephone sets as call center telephone sets.
- Display capability on agent and supervisor telephones and workstations indicating number of calls in queue and other pertinent call center status information.
- Ability to assign priority levels to incoming calls or queues.
- Ability to electronically archive and access historical Call Center statistics and reports.

- Proposers shall describe the capabilities of the call center software.

- Proposers shall provide an overview of the type of reports that are available.

- Proposers shall describe how reports are accessed by end users.

- Proposers shall describe whether the proposed call center platform can support contacts initiated by email, instant messaging or web chat.

- Proposers shall describe whether the call center solution supports a chat capability between agents or between an agent and a supervisor.

- Proposers shall describe how the proposed Unified Communications and VoIP system will integrate with existing Cisco Call Center Express (UCCX) and Cisco Unified Call Manager (CUCM) until later
migration.

3.8  Optional Call Accounting (Section 8)

Proposers shall propose a complete call accounting system as an optional capability.

The input to the system should be in the form of individual complete call records to the telephone system.

The call records should contain the following information, at a minimum:

- Date and time of call
- Originating extension number
- Access Code
- Authorization/Account Code
- Destination number (internal extension or outside number)
- Duration of call
- Incoming caller ID

The call accounting system may be used by the City-Parish to charge back departments for calls as well as the use of telephone equipment and elements of the common telephone switching apparatus. Reports must be able to be readily generated by the City-Parish.

The system should have the ability to generate real-time reports in response to requests for information regarding harassment calls, bomb scares, etc.

Proposers shall provide samples of all available reports with your proposal.

Proposers shall provide pricing for the call accounting system as an option.

3.9  Implementation Plan and Schedule (Section 9)

3.9.1  Implementation Plan

Proposers shall provide a proposed implementation plan in narrative format supported by an activity-level project plan using Microsoft Project 2007 or later, that details how the proposed solution is to be implemented. Please also include a copy of the project in PDF format.

The implementation plan should include the following:

- General Implementation Approach
- Project Management Approach
- Training
- Change Management Approach
- Testing
- System Documentation and Manuals
- Disaster Recovery Plan
- Knowledge Transfer
Following the notice of award and contract negotiations, City-Parish and Proposer will immediately develop a detailed implementation plan and schedule for all aspects of system implementation, including systems preparation, site reviews, department meetings and station reviews, and all implementation and training activities listed in Sections 3.9 and 3.10. The detailed Implementation Plan shall be completed with approval by the City-Parish and Proposer within 10 business days of contract execution. Proposers shall note that the approval by the City-Parish of the detailed Implementation Plan triggers a payment to the Proposer.

Additionally, the Detailed Implementation Plan must include:

- Project team (City-Parish and Proposer) communications plans
- Agreement of standardized configuration guidelines for phone sets (to ensure consistency of button use by model) and feature use
- Station Review process and information gathering from departments
- Acceptance of training guides to be provided to end users
- Equipment shipping, storage, and delivery plans
- Training schedules for end users and technical staff
- End User support during cutover period

The Proposer should not be constrained to only include the above items in the Proposer’s proposal response if the Proposer feels that additional elements may add value to the overall implementation.

It is expected that the Proposer will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Proposer’s proposed implementation plan are included in the following subsections.

### 3.9.2 General Implementation Approach

Proposers shall provide a general overview of the implementation approach you plan to use for the City-Parish that includes addressing the following items:

- Describe how you transition to the implementation phase of the project.
- Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City-Parish.
- Describe how you conclude on a preferred implementation phasing of software modules.
- What is your recommended approach for this implementation?
- Identify and quantify any anticipated service disruptions that may occur during the cutover.
- Identify any City-Parish resources that you will require to perform tasks (staff support, office space, space to store tools and equipment, access to buildings, etc.)

### 3.9.3 Project Management Approach

Proposers shall provide an overall description of the proposed project management approach towards this type of engagement and projected timing for major phases.
Proposers shall provide a high-level work plan for achieving the successful deployment of the proposed system.

Proposers must address items including, but not limited to, the following:

- Risk management
- Issues Management
- Financial Management
- Change control

### 3.9.4 System Installation

System installation shall include:

- Telephony servers, gateways and associated common equipment
- Software configuration and development of required databases for all systems and subsystems
- All station equipment, including station reviews, set labeling, placement and interconnection at the wall jack and the switch
- System management and administration application
- Attendant consoles
- Voice mail system
- Call accounting system (optional)
- E911 System
- Coordination with carriers for the installation of and interconnection to network services
- Testing of all system functionality, as described in Sections 3.9.12
- Delivery of system documentation, as described in Section 3.9.13
- Training per the requirements stated in Section 3.10 of this RFP

### 3.9.5 Equipment Delivery and Storage

All equipment will be initially delivered to 3773 Harding Bl c/o Telecommunications. The selected Proposer shall be responsible for the safe transport, rigging, moving and shipping of all systems to their final installation location at all facilities. The selected Proposer shall be responsible for delivering the equipment to the telephone equipment rooms throughout the City-Parish.

### 3.9.6 Site Preparation

Unless otherwise specified, the City-Parish will perform site preparation (space preparation, power enhancements, lighting, cooling, backboards, and any other construction). A site inspection of primary facilities shall be performed by the selected Proposer prior to delivery and installation to ensure that all required site preparation items have been completed satisfactorily. The site inspection will be coordinated and scheduled with City-Parish staff. The selected Proposer shall certify that the site is suitable for the system following this inspection.

The selected Proposer shall provide all site requirements with its proposal.
3.9.7 System Configuration and Phone Station Design

The performance of the station reviews and development of the system configuration shall be performed by individuals with appropriate experience and certification with the products being implemented.

The City-Parish will set standards and provide guidance to the Proposer regarding phone button templates and feature use to ensure enterprise-wide consistency. These standards will be developed during the preparation of the detailed Implementation Plan.

3.9.8 Payment of Material and Services

Unless otherwise stipulated, the selected Proposer shall provide all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. The selected Proposer shall verify conditions at the facility, including door openings and passages. All special handling requirements shall be provided and paid for by the selected Proposer.

3.9.9 Premises

The selected Proposer shall be responsible for any damages to the structure or property of the City-Parish caused by the selected Proposer, or any subcontractor or other direct or indirect employee of the selected Proposer throughout the course of this installation. Throughout the progress of the work, the selected Proposer shall keep the work area free from debris of all types, and remove from the premises all rubbish resulting from any work being performed by him on a daily basis. At the completion of the project, the selected Proposer shall leave the premises in a clean and finished condition.

3.9.10 Itemization

The selected Proposer shall provide the City-Parish with an itemized accounting of each item of equipment upon delivery to the City-Parish premises pursuant to the final negotiated contract. Only City-Parish personnel who are designated and authorized by the City-Parish to receive delivery shall be the recipients of those deliveries, and only the signatures of those designated staff members shall be accepted upon the receipts.

3.9.11 Cutover Plans

The selected Proposer shall work with the City-Parish to develop and coordinate a cutover/transition plan acceptable to the City-Parish. The cutover plan shall identify, quantify and minimize any anticipated down time. The cutover should occur during non-business hours, when possible.

3.9.12 Project Completion

The selected Proposer shall acknowledge that successful completion of this project shall include the installation, testing, and acceptance, following a successful Performance Period as described below, by the following Acceptance Criteria:
Prior to Acceptance by the City-Parish, the selected Proposer shall be responsible for performing testing and inspections to verify that the installation and all equipment and materials are performing in compliance with the manufacturer's specifications. City-Parish personnel shall have the option of witnessing the testing.

At a minimum, pre-cutover functional tests as part of the acceptance test plan shall include:

- All required subscriber, operator and system features for each installed station
- Operation and integration of all subsystems (voice mail, call recording, paging, E911 system)
- Placement and reception of test calls under a variety of conditions: busy, no answer, call forward, etc.
- Verification of voice quality meets toll quality transmission standards
- Tests to correctly place and receive calls via connected common carrier facilities
- Administrative and Maintenance subsystem capabilities
- Demonstration of acceptable performance in the presence of traffic overloads
- Testing of Disaster Recover (DR) failover and recovery.
- Testing of any survivability at individual sites.
- Upon completion of successful testing and inspection by the selected Proposer, the selected Proposer shall provide written notification to the City-Parish. The City-Parish shall, within 24 hours of notification, exert reasonable effort to commence independent inspection and confirmation, and shall exert reasonable effort to complete said independent inspection and confirmation within 48 hours of commencement.
- Upon satisfactory completion of said testing and inspection, the City-Parish shall notify the selected Proposer, and the Performance Period shall commence.
- A Performance Period of thirty (30) consecutive calendar days of operating in accordance with the manufacturer's published specifications, subsequent to testing and inspection, shall constitute a successful Performance Period.
- If a Major Failure (as defined in Section 3.11.8) occurs during the Performance Period, the selected Proposer shall remedy the problem in accordance with manufacturer's published specifications, and the Performance Period shall recommence for another 30 days.
- Upon successful completion of the Performance Period, and within three business days, the City-Parish and the selected Proposer shall meet to confirm Acceptance, and the Final Acceptance Form shall be executed.
- If a successful Performance Period cannot be accomplished within ninety (90) calendar days after commencement of the first Performance Period, the City-Parish reserves the right to find the selected Proposer in default, and terminate the Contract. In that event, the selected Proposer shall remove the equipment, and the City-Parish shall not be responsible for any payment whatsoever to the selected Proposer, except for any materials left in place and elected to be reused by the City-Parish.

3.9.13 Documentation

The selected Proposer shall provide three (3) complete sets of technical documentation including system manuals, technical specifications, as-built drawings (hard copy and electronic), and a complete
inventory of all components, including at least the serial number, model number, manufacturer, description, and location installed. The inventory database shall be provided in electronic format agreeable to the City-Parish.

3.9.14 Disaster Recovery Plan

- Proposers shall describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.9.15 Knowledge Transfer

- Proposers shall describe their process for ensuring that a transfer of knowledge occurs back to City-Parish staff such that staff is capable of supporting and maintaining the solution in the most proficient manner once the Vendor implementation engagement is complete.

3.10 Training (Section 10)

- Proposers shall provide an overview of the training process.

3.10.1 End User Train the Trainer

The selected Proposer shall supply complete station user training for all station equipment types and other end user equipment, utilizing live equipment at the City-Parish’s site, prior to the system cutover, at no cost to the City-Parish. The City-Parish will provide appropriate space and assist in scheduling of classes for station user training.

3.10.2 Voice Mail Train the Trainer

The selected Proposer shall supply complete end user training for the voice mail system, for all station users, utilizing live equipment at the City-Parish’s site, prior to the system cutover, at no cost to the City-Parish. The City-Parish envisions voice mail training occurring in conjunction with end user training. The City-Parish will provide appropriate space and assist in scheduling of classes for station user training.

3.10.3 Attendant Train the Trainer

The selected Proposer shall supply complete training on the operation of the PC-based system attendant console, utilizing live equipment at the City-Parish’s site, prior to system cutover, at no cost to the City-Parish.

3.10.4 System Administration Training

The selected Proposer shall supply complete training for a minimum of five (5) persons on the operation of the system management and administration functions, prior to the system cutover, at no cost to the City-Parish. Training will be provided on all primary and peripheral systems and services installed under this contract (including, but not limited to the telephone system, station equipment, voice mail system, optional call center platform, E-9-1-1 system).
3.10.4.1 Training Materials

Each attendee will be provided with written training materials. In addition, a supply of training materials/user guides shall be provided to the City-Parish for future use in electronic and editable form. User guides shall also be available at no cost online.

3.11 Maintenance and Support (Section 11)

3.11.1 Design and Operation

Proposers shall warrant that the equipment, components, and services sold or provided in response to this RFP will perform in accordance with their respective design specifications, and will operate in accordance with the manufacturer's published specifications when operated and maintained in accordance with the manufacturer's recommendations for a minimum of five (5) years from Acceptance.

3.11.2 Configurations

Proposers shall warrant that the configurations of equipment and services proposed in response to this RFP represent sound design principles being applied to provide a total system solution to the requirements stated in the RFP, and that the equipment and services provided will operate together in a manner to perform the functions expressed in the RFP.

3.11.3 Equipment Models

Proposers shall warrant that the equipment offered is standard new equipment (with the exception of refurbished handsets when selected), and the latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Proposers shall furnish the current version of software for all systems provided. If a new version or release is issued after contract execution, but prior to the shipment of the system to the City-Parish, then the City-Parish shall have the option of substituting the new version or release in place of the originally proposed version or release, at no additional charge to the City-Parish.

3.11.4 Product Life Cycle

Proposers shall warrant that the equipment offered is not currently at the end of its product life cycle.

- Proposers shall provide a list of installs in the U.S. (and the total number of lines installed), of the same system as proposed herein, in the last twelve (12) months.

- Proposers shall submit a statement identifying the length of time from cutover that Proposers will guarantee new parts availability, including specifically the IP sets proposed.

The City-Parish will place greater emphasis on solutions with long term guarantees (5 years) for availability of new parts.

3.11.5 Current Installations and Demonstrations
Proposers shall warrant that all of the equipment proposed is currently installed in a user environment of similar size and complexity to the City-Parish, and is able to be demonstrated. Experimental or unannounced equipment will not be acceptable unless specifically stipulated to by the City-Parish.

3.11.6 Warranty Coverage

Proposers shall warrant that the system as priced, including all hardware and software, will include a complete warranty covering all parts, labor, travel and all other expenses, for a period of a minimum of one (1) year from final Acceptance. The selected Proposer shall serve as a single point of contact, and provide the name, address and telephone number of the individual to contact when maintenance is required. The selected Proposer shall further provide escalation procedures and contact names and numbers to be used when normal maintenance procedures are not adequate to resolve problems.

Proposers shall describe the warranty coverage.

3.11.7 Equipment Replacement

During the warranty period, any equipment that must be replaced as a result of conditions covered under warranty shall be replaced with new equipment of the same make and model.

3.11.8 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below should be adhered to as follows:

Priority 1 support issues are defined as: Mission Critical – System is down /undiagnosed but feared critical; situation may require a restore and system use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support/maintenance fees, per incident.

Priority 2 support issues are defined as: Critical Issue – System is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support/maintenance fees, per incident.
Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support/maintenance fees, per incident.

- Proposers shall describe response times during warranty period.

3.11.9 Routine Repairs

During the warranty period, and during any subsequent maintenance agreements, the selected Proposer will complete other routine repairs before the end of the next business day.

3.11.10 End of Warranty Period

- Proposers shall submit, on the Pricing Form, alternative maintenance options and pricing, including full parts and labor maintenance agreements, time and materials pricing, depot service, factory support and other appropriate alternatives for a period of four (4) years after the expiration of the one-year warranty period.

3.11.11 Updates and Upgrades

- Proposers shall describe the strategy, schedule, and costs (costs should be included on Pricing Form) for various software upgrades (patches, dot revisions, major new releases).

- Proposers shall indicate at what point older software versions are not supported.

- Proposer shall describe the process for hardware and firmware upgrades for servers, gateways/Session Border Controls, Unified Communications appliances and handsets. For example, frequency of updates, notification process, how interruption in service is avoided, flexibility for individual customers to stay on an older release if needed or preferred, etc.

- Proposers shall describe the expectations of City-Parish during the process of hardware, software, and firmware upgrades.

- Proposers shall describe how you determine the need for and the process used to patch security vulnerabilities.

- Proposers shall describe how you determine content for future releases. For example, inclusion of customer feature requests, etc.

- Proposers shall describe how customers are provided future releases.

- Proposers shall describe the process for performing system or station software (i.e. does the system need to be shut down?)
Proposers shall explain how, during a system upgrade, each component of the system is upgraded including estimated total time for upgrade for the proposed system and the estimated time each service or component is off-line.

Proposers shall explain if they allow or support any third-party enhancements to the solution.

- Proposers shall describe any limitations to third-party enhancements.

3.11.12 Backups

Proposers should design and deliver backup strategies for all firmware, software, voicemail, and individual user configurations associated with the proposed system.

Proposers shall describe the backup procedures for the system configuration and how the administrator would reload the data if needed to restore a previous configuration.

3.11.13 Optional Additional Support Services Following Cutover

Proposers should provide, on the Pricing Form, the costs of supplying System Administration and Certified Systems Support to support City-Parish operations following the cutover. The City-Parish may elect to contract for these services for some period of time following the cutover. The City-Parish would expect to be able to contract for these services on a month-by-month or annual basis, but must have the ability to cancel the services with 90 days notice.

Estimated Scope of services:

- Provide help desk services upon the request of the City-Parish to assist customers with the following:
  - Basic training and assistance
  - Moves/adds/changes to all systems selected
  - Maintain highly accurate and appropriate operational/technical documentation
  - Provide consulting to departments to evaluate and develop more complex configuration changes, perform complex configuration work following department approval
  - Perform and/or schedule system upgrades and repairs
  - Operate within all policy guidelines of the City-Parish with regard to telephone system standards, network and other security provisions
  - The selected Proposer shall perform routine, preventive maintenance on the system on a quarterly basis, at a minimum.
  - Remote diagnostics and performance monitoring

Proposers shall describe in detail its preventive maintenance program, and provide sample written documentation of the results of preventive maintenance services to the City-Parish with its proposal.

Proposers shall describe time-based support levels. For example, business hours, 24 X 7, weekends, etc.
3.12 Other Required Forms and Attachments (Section 12)

Please provide the following forms described in Section 7 - Proposal Forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Bidder’s Organization
- Client Reference Form
- Corporate Resolution
- Insurance Requirements
- Contract Terms and Conditions Compliance Checklist
- Contract Terms and Conditions - Exception Explanation

4 Pricing

4.1.1 Pricing Format

Costs for the Vendor’s proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet and submitted separately in a sealed envelope per Section 3.

The unit purchase and installation prices must apply from the date of contract until the final configuration has been determined as a result of the post-contract station reviews. Add-on unit prices must apply for one full year after final Acceptance.

Given the multiple components required for a comprehensive on-premises UC solution, City-Parish seeks an itemized list of components and services, with corresponding prices.

Proposers should identify all UC components that they are able to provide as part of the proposed solution, including products acquired from a third party and any discounted/preferential pricing.

An on-premises UC solution will also require recurring costs, for maintenance agreements and licensing (both per server and per seat). Please list any additional pricing discounts for an initial contract term of three-years and/or five-years, if applicable.

Pricing should include as many costs as possible: system and user features, onsite equipment such as gateways and call processors, handsets, support, maintenance, troubleshooting/repair, onsite replacement/expansion IP handset stock, licensing, taxes, fees, administration fees, etc.

The City-Parish expects pricing to be equivalent for all in-scope City-Parish locations.

Proposers shall provide information for the following:
• Proposers shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
• In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
• In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".
• Proposers shall provide all pricing alternatives.
• Proposers shall provide prices in U.S. dollars.
• Proposers shall make clear the rationale and basis of calculation for all fees.
• Describe any price point breaks, minimal commitments, and limitations/conditions to the proposed pricing model and any bundles available.

In presenting license fees, the Proposers shall:

• Explain all factors that could affect licensing fees;
• Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
• Indicate which product versions, operating platform(s), and machine classes are included for each price;
• Indicate whether a product is for “server” or “client,” as applicable; and,
• Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

4.1.2 Approximation of Quantities

The quantities given in the proposal are approximate only, being given as a basis for the uniform comparison of proposals, and the City-Parish does not expressly or by implication agree that the actual amount of work will correspond therewith. An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work.

4.1.3 Pricing Timeframe

It is required that all pricing and provisions of the Proposer's proposal remain in effect for a minimum of 180 days from the submittal date.

4.1.4 Payment Schedule

Payment schedule for the core project shall be as follows:

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>% Project Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>20%</td>
<td>Submission/Approval of Implementation Plan</td>
</tr>
<tr>
<td>Configuration Complete</td>
<td>10%</td>
<td>Completion of Station Reviews +</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Submission/Approval of Final Configuration</td>
</tr>
<tr>
<td>Final cutover Phase I (City Hall)</td>
<td>20%</td>
<td>Successful migration from current systems</td>
</tr>
<tr>
<td>Users)</td>
<td>located in City Hall to new System with validated operations</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Final cutover Phase II (Remaining Users)</td>
<td>20% Successful migration from current remaining systems to new System with validated operations</td>
<td></td>
</tr>
<tr>
<td>Final Acceptance</td>
<td>30% Successful performance period + Submission of documentation</td>
<td></td>
</tr>
<tr>
<td>Total One-time costs</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

5 Contract Terms & Conditions

The contract will be fully negotiated after a vendor is selected by the City of Baton Rouge, Parish of East Baton Rouge, Louisiana. (herein refer to as “Client”), Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Scope of Agreement

(City-Parish shall define Scope of Agreement based on Awarded Vendor’s proposal)

5.2 Professional Services Warranty

A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client’s premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client’s officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

C. Vendor shall be responsible for the acts of its employees and agents while on the Client’s premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client’s premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client’s premises or equipment; on Vendor’s failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.
D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client’s contact person and thereafter, if requested, furnish a full written report of such accident.

E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client’s staff or visitors.

F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client’s staff.

G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.

5.3 Indemnification

A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting in any way from Vendor’s performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury or destruction of tangible property including loss of use resulting therefrom, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.

B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney’s fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client’s defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney’s fees, incurred by the Client in the successful prosecution of any litigation seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

5.4 Pricing

All prices for Vendor's services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the service specified in this Agreement, the sums in accordance with your reply to our RFP, and any related addenda.
5.5 Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of Louisiana) workers compensation and liability insurance for all Vendor staff and representatives involved in the installation of the computer equipment and software. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of the City of Baton Rouge, Parish of East Baton Rouge, unless prohibited by Louisiana Statutes.

The Vendor agrees to hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the Client with evidence of valid commercial general liability insurance coverage in the amount of one million dollars ($1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Client installation. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of City-Parish, unless prohibited by Louisiana Statutes. The insurance policy shall be initiated prior to the installation of the system and maintained until final acceptance of the system by the Client according to the prescribed procedures. The Vendor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the Client by registered or certified mail shall be included.

5.6 Insurance Coverage

As a condition of performing work for the Client, Vendor must provide satisfactory evidence of insurance coverage as follows:

A. Commercial general liability of at least $1,000,000;

B. A minimum umbrella policy of $3,000,000;

C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of $2,000,000.

D. Statutorily required Louisiana Workers’ Compensation Insurance, or provide an affidavit attesting that Vendor is exempt from the statutory requirement.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of the
Client as to coverage and content and shall maintain such coverages for at least six years from the completion of the Project.

**Other Requirements**

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

A. That Commercial General Liability insurance policy includes coverage for item specified in 4.5 and 4.6 above.

B. A Best’s rating for each insurance carrier at B+VII or better.

C. That the insurance company will provide 30 days written notice of cancellation to the certificate holder and other words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” do not apply or have been removed.

D. That “The City of Baton Rouge, Parish of East Baton Rouge” is additional insured on the General Liability policy certified,

**Insurance Options**

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

**Notify Your Insurance Agent**

Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Vendor’s agent when requesting an insurance certificate.

**5.7 Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

**5.8 Entire Agreement Clause**

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

**5.9 Identification of Parties to the Agreement Clause**

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement
gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.10 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.11 Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within thirty (30) days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of State or Parish funding, the Client may at any time during the life of this Agreement, terminate same by giving thirty (30) days’ notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor’s property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving (30) days’ notice in writing of such termination.

5.12 Limitation of Liability

A. Limitations. If Client should become entitled to claim damages from Vendor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Vendor will be liable only for the amount of Client’s actual Direct Damages. In no event, however, will Vendor be liable to Client (in the aggregate for all claims made ) for more than:

a. 1.25X the Value of the Agreement to the extent the Client’s actual Direct Damages are a result of the failure to gain Conditional Acceptance or Final Acceptance of Phase I or Phase II Software (as such Phases are defined in the Project Scope and Requirements)
up until Client’s Conditional Acceptance or Final Acceptance of Phase II Software, as the case may be; or,

b. Following Final Acceptance of Phase II Software, 1X the Value of the Agreement for the Client’s actual Direct Damages that are a result of any other claim brought under the Agreement that arises thereafter.

For avoidance of doubt: (a) “Value of the Agreement” shall mean the one-time charges hereunder for implementation services and Software licenses, but excluding ongoing charges such as maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the Client to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause (i) and (ii) be cumulative; 1.25X will apply through Final Acceptance for Phase II, and thereafter will be reduced to 1X.

B. **No Liability for Certain Damages.** In no event will Vendor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Vendor under the Contract be liable for: (i) any damages arising out of or related to the failure of Client or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations under Section 5.3; or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages.

C. **Exclusions from Limitation; Survival.** The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees. The limitations of liability set forth will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

### 5.13 Applicable and Governing Law Clause

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
5.14 Freedom of Information Act

Vendor acknowledges that Client is subject by law to responding to all FOIA requests. Vendor shall comply with the FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

5.15 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Public Records requests.

5.16 Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Louisiana "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.17 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed
to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or

4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

________________________________________

________________________________________

<Address>

5.18 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.19 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.20 Force Majeure Requisites

Force majeure shall not be allowed unless:

A. Within ten (10) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

B. Within ten (10) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.21 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to
secure this written prior permission, even in the case of force majeure, shall constitute default by the
party failing to meet the requirement.

5.22 Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends
performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or
more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before
title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must
remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the
Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as
have accrued according to the payment schedule.

5.23 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor’s Proposal, the
inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and
subsequent addenda (if any) and finally, the Contractor’s Proposal.

5.24 Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to
accomplish the requirements as set forth in the Request for Proposals and the Vendor’s response to the
Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and
the information presented in the referenced documents, this Agreement shall take precedence. The
parties also agree that where there is not a conflict between this Agreement and the information
presented in the referenced documents, that all terms, conditions and offers presented in the Vendor’s
proposal shall be incorporated into this Agreement and shall be binding upon all parties to the
Agreement.

5.25 Risk During Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this
Agreement. Minor variances from this implementation schedule may be permitted subject to as mutual
agreement by both parties and confirmed by prior written notice. The equipment shall be installed and
placed into good working order by representatives of the Vendor. During the time period where the
equipment / software is in transit and until the equipment is fully installed in good working order, the
Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of
responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold
the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of
occurrences during the installation of the equipment / software.

5.26 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit
brought against the Client arising from claims of violation of United States patents or copyrights
resulting from the Vendor or the Client’s use of any equipment, technology, documentation, and/or
data developed in connection with the services and products described in this Agreement. The Client
will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

A. Purchase for the Client the rights to continue using the contested product(s), or

B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or

C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all-reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.27 Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

5.28 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall
remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

5.29 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client’s project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.30 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the City-Parish’s Mayor-President or designee and the Vendor.

5.31 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Consultant to City-Parish shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.
5.32 Warranty

A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software or Equipment, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor’s cost.

C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.

D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.

E. Client has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client’s particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that Client is relying on Vendor’s experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

F. Vendor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in Client’s operating environment.
Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system is sufficient for Client’s current and reasonably projected use, including account and transaction volumes.

5.33 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

**Priority 1 support issues are defined as: Mission Critical – System is down /undiagnosed but feared critical; situation may require a restore and system use is suspended until a diagnosis is given.**

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

**Priority 2 support issues are defined as: Critical Issue – System is not down, but operations are negatively impacted.**

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

**Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.**

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

5.34 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

5.35 Final Acceptance of the System
The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-built, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

**5.36 Standard Forms and Contracts**

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the Client.

**5.37 Advertisement**

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the City-Parish’s Mayor-President or designee. Vendor will limit and direct any of its advertising on the Client’s premises and shall make arrangements for such advertising through the City-Parish’s Mayor-President or designee. Vendor shall not install any signs or other displays within or outside of the Client’s premises unless in each instance the prior written approval of the City-Parish’s Mayor-President or designee has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

**5.38 Password Security**

The Vendor warrants that no ‘back door’ password or other method of remote access into the software code exists. The Vendor agrees that any and all access to any software code residing on the Client’s client/server must be granted by the Client to the Vendor, at the Client’s sole discretion.

**5.39 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

**5.40 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor’s expense, at termination or expiration of this contract.

**5.41 Non-Performance Escalation Procedures**
In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client’s location until the non-performance is resolved, (e) commence suit in the Parish of East Baton Rouge, (f) invoke the Termination clause herein.

5.42 Legal Jurisdiction

Vendor and Client mutually agree to submit themselves solely to the jurisdiction of the courts in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana with respect to suits, and other court actions arising in connection with this Agreement.

This Contract shall be interpreted under the laws of Louisiana.

5.43 Replication of Software

Client shall not copy Software for any purposes other than for back up or disaster recovery. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor’s recommended database and development tools without voiding the Support Agreement (see Attachment X) or warranties herein.

5.44 Project Schedule and Acceptance

Vendor will develop a detailed Project Schedule that details both Vendor and Client’s responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the Effective Date. In the event Vendor is unable to provide the Project Schedule within thirty (30) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

5.45 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

A. **Written Deliverable:** Vendor may submit interim drafts (stamped, noted or otherwise clearly marked “Draft”) of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within five (5) Business Days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of five (5) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked “Final Draft” of the written deliverable (the “Acceptance Period”). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form
delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked “Approved” and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. “Specification” means the Project Scope and Requirements and any other written specifications delivered to the Client by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the “Acceptance Tests” or “Acceptance Testing”).

1. The “Acceptance Test Period” for each Software Deliverable will be five (5) Business Days unless an alternate time is mutually agreed upon between Vendor and Client. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Vendor and Client, after the Software Deliverable is installed at Client’s designated site and Vendor has successfully completed Vendor’s installation test and notified Client that the Software deliverable is “Ready for Acceptance Testing.” Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment according to the Project Scope and Requirements.

2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.

3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the “Punch List”). Client will have ten (10) Business Days after the receipt of the modifications to re-test the modified
Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this Part II – Section 3 will be repeated for the remaining Defects on the Punch List.

4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.

C. “User Acceptance Testing” shall mean testing of each Phase using the process defined under Part II - Section 3.B above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.

D. “Conditional Acceptance” will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.

E. “Final Acceptance” involves use of the Solution in totality in production operations for a period of sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a “Final Acceptance” of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.46 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client, that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

5.47 Annual Maintenance and Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the South region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.
Annual increases for maintenance and support shall not exceed the general Consumer Price Index (CPI). The Vendor will not increase maintenance higher than its “standard” increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor’s “standard” increase is 2%, the City-Parish will be invoiced for the 2% increase.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

The City-Parish may cancel maintenance upon 90-day notification to the Vendor.

Maintenance may be reinstated by the City-Parish at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The City-Parish shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the City-Parish at least 12 months’ notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The City-Parish may remove unused licensed software without a corresponding reduction in maintenance/support.

5.48 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

5.49 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor’s fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Client’s control.

5.50 Disclaimers and Limitations of Remedies

A. Except as specifically stated in the Warranty section of this Agreement, the Software is Licensed “as is” without warranty of any kind, other than expressed or implied herein, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Vendor or its agent has been advised of the possibility of such damages. The maximum liability of Vendor for all damages from any claims shall not exceed the License, services, and support fees paid to date by Client to Vendor, unless as otherwise stated herein.
B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of the Parish of East Baton Rouge, Louisiana.

5.51 Source Code

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third party (with whom a separate Escrow Agreement will be entered into by Client at no additional cost to Client). The Source Code shall be kept current with the releases / version of the Software in live use at the Client. The Source Code shall revert to Client for Client’s use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.52 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

5.53 Video Taping

Client reserves the right to video and/or audiotape any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such tapes shall be strictly for Client staff training purposes.

5.54 Major Releases/Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a “minor” or major” nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments X and X.

5.55 Solution Longevity
The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor’s company or products will not affect the Client's implementation or support.

5.56 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture) (“Successor Products”) with substantially similar functionality to the Vendor software products licensed by Client (“Licensed Products”) within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.57 Year 2000

The vendor warrants that all software for which the vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience software abnormality and/or generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the Client.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

5.58 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the City-Parish or any member of his/her immediate family.

5.59 Subcontracts

The Consultant agrees not to subcontract any of the work required by this Agreement without the prior written approval of the City-Parish’s Mayor-President or designee. The Consultant agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.60 Audit of Records
The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

5.61 Changes in Agreement

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and the City-Parish Metropolitan Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

5.62 Intellectual Property

Software ownership. All information, data, programs, publications & media created specifically for and paid for by the Client or as a result of the Work identified in this Contract is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

5.63 Funding Out

This Contract shall terminate at such time, if any, that the City-Parish Metropolitan Council fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due.

5.64 Use of Licenses by Personnel Who Are Not Employees

City-Parish consultants, contractors, external customers, and business partners may access the licensed software.

5.65 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City-Parish’s primary location or for testing at the disaster recovery site.

5.66 Right to Outsource

Software licensed to the City-Parish may be used by a third-party vendor hired by the City-Parish.

5.67 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the City-Parish for all costs related to infringement (not “finally awarded”). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.68 Vendor Merger or Acquisition
In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Contract term, whichever is longer.

5.69 Functionality Replacement

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

5.70 Substitution of Personnel

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

5.71 Wording Conflicts

Should there be a conflict in wording between the Contract and the Proposer’s RFP response, the RFP response shall prevail.

5.72 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Contract with the selected Vendor.

5.73 Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
All vendors shall, as a condition of providing goods and services, as required by law and/or the Client’s Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the Client for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client’s governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a Vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a Vendor providing goods and services to the Client by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of five (5) years from the date of such finding.

6 Federal Clauses

The following clauses are mandatory if Federal Funds are utilized.

6.1 Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.
6.2 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

6.3 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

6.4 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6.5 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

6.6 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

7 Proposal Forms

7.1 Introduction

This section contains various forms that should be prepared and submitted along with the Proposer’s proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Bidder’s Organization
- Client Reference Form
- Corporate Resolution
- Insurance Requirements
• Contract Terms and Conditions Compliance Checklist
• Contract Terms and Conditions – Exception Explanations
• Pricing form is included as a separate spreadsheet and should be submitted separately in a sealed envelope.
7.2 Proposal Signature Form

PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time May 9, 2019 by the Purchasing Division, Room 826, City Hall, 222 Saint Louis St., Baton Rouge, Louisiana. Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of City Hall.

PROPOSAL OF ____________________________________________________

ADDRESS________________________________________________________

DATE______________________________________________________________

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

**Unified Communications and VoIP Phone System**

As set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _________ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full
compensation therefor the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about ________________ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE:** This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

____________________________

(SIGNATURE)

____________________________

(Typed Name and Title)
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of

receiving value for services rendered in connection with:

Unified Communications and VoIP Phone System

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of ____________, 20__.
Baton Rouge, Louisiana.

NOTARY PUBLIC
7.3 Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT

STATE OF: ___________________

City-Parish OF: ______________

TAX ID NUMBER: _______________

__________, being duly sworn, deposes and says he/she is the ____________(Name) (Title)

Of _____________________________________________ the proposal responder that has

(Company)

submitted to the City-Parish a proposal for Unified Communications and VoIP Phone System all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

____________________________________________________________________________

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the City-Parish is directly or indirectly interested in said proposal.

_______________________________

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this ______________ day of ______________, ______________.

(Day) (Month) (Year)

_____________________________

(Notary Public)
7.4 Minimum Criteria

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements. Proposals not meeting these requirements will be rejected. Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

<table>
<thead>
<tr>
<th>Minimum Criteria</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response Timeliness</strong>&lt;br&gt;RFP response is submitted by the due date and time</td>
<td></td>
</tr>
<tr>
<td><strong>Minimum Client Software Installations</strong>&lt;br&gt;Must have at least five current installations of their software with clients of similar size to the City-Parish with a minimum of 1 installation for a local government agency.</td>
<td></td>
</tr>
<tr>
<td><strong>Response Authorization</strong>&lt;br&gt;The RFP response contains an original signature signed by a company officer on the Proposal Signature Form.</td>
<td></td>
</tr>
<tr>
<td><strong>Response Completeness</strong>&lt;br&gt;Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City-Parish’s Purchasing Director to either be a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.</td>
<td></td>
</tr>
<tr>
<td><strong>Compliance with Federal and State Laws:</strong>&lt;br&gt;The Vendor shall certify in its Proposal that, as of the Proposal submission date, Vendor is compliant with the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, the prohibition against having scrutinized business operations in Sudan or Iran, and section 6(j) of the Federal Export Administration Act. Vendor further agrees to comply with the Legal Sample Workers Act, as applicable, if selected for award. Finally, Vendor’s response shall certify that any agreement resulting from this solicitation will include these requirements.</td>
<td></td>
</tr>
<tr>
<td><strong>City’s Standard Master Agreement:</strong>&lt;br&gt;The Vendor shall negotiate in good faith with the City to finalize the Master Agreement (Section 4) if selected for award.</td>
<td></td>
</tr>
<tr>
<td><strong>Specification Response Format:</strong>&lt;br&gt;Vendors must send the appropriate number of copies as identified in Section 1.6.</td>
<td></td>
</tr>
</tbody>
</table>
7.5 Bidder’s Organization

BIDDER’S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual’s Name: _____________________________________________

Doing business as: _____________________________________________

Address: _____________________________________________________

Telephone No.: ___________________ Fax No.: ___________________

A PARTNERSHIP

Firm Name: ___________________________________________________

Address: _____________________________________________________

Name of person authorized to sign: ______________________________

Title: _________________________________________________________

Telephone No.: ___________________ Fax No.: ___________________

Email: _______________________________________________________

A LIMITED LIABILITY COMPANY

Company Name: _______________________________________________

Address: _____________________________________________________

Name of person authorized to sign: ______________________________

Title: _________________________________________________________

Telephone No.: ___________________ Fax No.: ___________________

Email: _______________________________________________________

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: ___________________________________________
Address: ______________________________________________________________

State of Incorporation: ___________________________________________

Name of person authorized to sign: ________________________________

Title: __________________________________________________________

Telephone No.: __________________________ Fax No.: ______________________

Email: __________________________________________________________

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.
### 7.6 Client Reference Form

<table>
<thead>
<tr>
<th>Vendor name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer name:</td>
<td></td>
</tr>
<tr>
<td>Customer contact:</td>
<td></td>
</tr>
<tr>
<td>Customer phone number:</td>
<td>(  )</td>
</tr>
<tr>
<td>Customer E-mail address</td>
<td></td>
</tr>
<tr>
<td>System which Solution Replaced</td>
<td></td>
</tr>
</tbody>
</table>

**Describe Nature of Project and Services Provided to This Client:**

**Configuration of Solution Implemented (Hardware, Software):**
7.7 Corporate Resolution

CORPORATE RESOLUTION

A meeting of the Board of Directors of _________________________________
a corporation organized under the laws of ________________________________
and domiciled in __________________________________________ was held this __________ day ____, 20 __________
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously
adopted by said quorum:

BE IT RESOLVED, that _________________________________
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the
City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until
the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said
resolution, duly certified.

I ____________________________, hereby certify that I am the Secretary of ______________ , a
corporation created under the laws of the State of ______________ domiciled in ______________ ; that the
foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the ____ day of ______________ 20 ____, as said
resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of ______________ , 20 ______________

________________________________________

SECRETARY
7.8 Insurance Requirements

Insurance Requirements for Unified Communications and VoIP Phone System Project

CONSULTANT’S AND SUB-CONSULTANT’S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

A. Commercial General Liability on an occurrence basis: General Aggregate $2,000,000 Each Occurrence $1,000,000

B. Business Auto Policy
   Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit $1,000,000


D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, P.O. Box 1471, Baton Rouge, Louisiana 70821.

NOTE TO PROPOSERS:

1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.

2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.
## 7.9 Contract Terms and Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications.

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<th>Title</th>
<th>Comply</th>
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<td>Scope of Agreement</td>
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<td>Professional Services Warranty</td>
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<td>Entire Agreement Clause</td>
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<td>Identification of Parties to the Agreement Clause</td>
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<td>Agreement Extension and Modification Clause</td>
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<td>Term and Termination Clause</td>
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<td>Limitation of Liability</td>
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<td>Applicable and Governing Law Clause</td>
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<td>Right of Cancellation</td>
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<td>Content of Contract/Order of Preference</td>
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<td>Incorporation by Reference</td>
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<td>Risk During Equipment/Software Storage and Installation</td>
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<td>Patents, Copyrights, and Proprietary Rights, Indemnification</td>
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<td>Effect of Regulation</td>
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<td>Control of Sub-Contractor, Project Team, and Project Manager Designation</td>
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<td>Assignments</td>
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<td>Vendor as Independent Contractor</td>
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<td>Final Acceptance of the System</td>
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<td>Standard Forms and Contracts</td>
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<td>Replication of Software</td>
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<td>Project Schedule and Acceptance</td>
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<td>Travel Expense Reimbursement</td>
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<td>Disclaimers and Limitations of Remedies</td>
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<td>Programming Services</td>
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<td>Conflict of Interest</td>
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<td>Audit of Records</td>
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<td>Changes in Agreement</td>
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<td>Intellectual Property</td>
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<td>Use of Licenses by Personnel Who are Not Employees</td>
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<td>Disaster Recovery &amp; Disaster Recovery Testing</td>
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<td>Right to Outsource</td>
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<td>Unlimited Liability for Software Vendor Infringement</td>
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<td>Vendor Merger or Acquisition</td>
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<td>Functionality Replacement</td>
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<td>Substitution of Personnel</td>
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<td>5.71</td>
<td>Wording Conflicts</td>
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7.10 Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

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<tbody>
<tr>
<td>5.72</td>
<td>Liquidated Damages</td>
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<tr>
<td>5.73</td>
<td>Equal Opportunity Employment/Nondiscrimination</td>
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</tbody>
</table>

7.11 Pricing Forms

Please complete the Pricing Form that has been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand.

**NOTE:** Pricing Form should be submitted in a separate sealed envelope per Section 3
8 Sample Contract

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of ________, 20___ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and ___________________________, herein referred to as “Consultant (Service Provider/Contractor, whichever is applicable, may be substituted)

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of_________________________(designate department contact if not department head or director), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (generally, a brief scope could be written here or reference to an attachment with greater detail would be given.)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The City-Parish shall provide ___________________________(define City-Parish responsibilities here) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.
Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant’s personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant’s failure. If within ___ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ___ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving ___ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ___ days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ___ days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.
DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with
these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Consultant’s cost.

**RIGHT TO AUDIT:** The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

**CONFIDENTIALITY:** The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish’s operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant’s data and information are deemed by the City to be adequate for the protection of the City’s confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant’s possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

**ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated ____________, and the Consultant’s Proposal dated ________________, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant’s Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant’s Proposal.
GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT
This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

______________________________  CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

By______________________________

Title____________________________

CONSULTANT

______________________________

By______________________________

Title____________________________

Typed Name and Title