



CITY OF COLWOOD

REQUEST FOR PROPOSAL

TELEPHONE SERVICES

Released
Wednesday, May 13th, 2016

Closes
3:00 p.m. Wednesday, June 8th, 2016

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1.0 INTRODUCTION

OVERVIEW

The City of Colwood is seeking proposals from qualified vendors for the replacement of the City's current telephone services. The successful proponent will have proven experience in voice systems and will be responsible for the design, installation and on-going support of the accepted solution.

BACKGROUND

The City operates facilities at City Hall (3300 Wishart Rd), Public Works Yard (3300 Wishart Rd), and the Fire Hall (3215 Metchosin Rd). There is telephone equipment at each location. The equipment at City hall and Public works are integrated. The Existing Fire Hall telephone system is stand alone and by a different manufacturer. The telephone systems operate separate from the data services. The existing telephone equipment is at end-of-life status and in need of replacement. The telephone cabling is a mixture of telephone grade and Cat 5/6.

PROJECT SCOPE

The City would like to implement an integrated voice services solution. The immediate requirement is for basic telephone services, but a solution providing for unified communications is desired. The need for integrated mobile and data applications services is expected to increase. The City desires to install a system that will grow with its needs over the next several years.

The scope of this Request for Proposal includes a review of the City's telephony needs at all locations; the design of a new telephone solution; supply and installation of the equipment; training and ongoing support. The City desires to standardize on one manufacturer's products and services for all 3 locations. Requirements are for a solution that is reliable and stable, as well as easy to administer by non-technical staff at Colwood. The City desires to have the selection and installation completed by the end of summer. Proposals are invited that meet the criteria set out in this Request for Proposal.

2.0 PROPOSAL SUBMISSION AND TIMELINES

This Request for Proposal (RFP) by invitation only and is distributed to vendors identified as capable of providing a solution of interest to the City of Colwood.

This Request for proposals closes on Wednesday, June 8th, 2016 at 3:00 p.m.

Proposals are to be submitted to:

Attn: Pat VanBuskirk, Director of Administration
City of Colwood
3300 Wishart Road,
Victoria, BC V9C 1R1

The Respondent should submit one original hard copy to be labelled as such, signed by an authorized signing officer; along with one electronic version on a USB/memory stick; together in a sealed envelope.

Questions with respect to this Request for Proposal shall be submitted in writing via email only. All questions are to be sent to: Per Kristensen: email: pkristensen@colwood.ca

Questions and the responses will be supplied to all registered respondents, without identifying the originator of the question. All responses to questions will be sent as a written response via email.

All questions are to be submitted no later than Noon, Monday, June 6th, 2015. No questions will be answered after this time.

Proponents that are considering responding to this RFP should register in order to receive copies of the questions and answers submitted. Register by emailing Per Kristensen at: pkristensen@Colwood.ca.

An optional tour of the 3 sites will be provided at 11 a.m. Wednesday, May 25th, 2016. Respondents should advise Per Kristensen via email at: pkristensen@Colwood.ca of their intent to participate in the tour. The tour will start at Colwood City Hall, 3300 Wishart Road. No tours or access to the sites will be available outside of this date.

Respondents shall not make verbal inquires to any City of Colwood staff associated with this Request for Proposals.

3.0 EXISTING ENVIRONMENT

VOICE SERVICES

The voice communications infrastructure for the City of Colwood currently consists of:

- A. Location: City Hall, 3300 Wishart Road.
NEC Elite IPK Key system, Elite Voicemail.
1 Attendant console
45 locals
23 Channel PRI (under contract until April 2017)
1 only analogue Fax line
Other: security alarm lines (2)
Emergency Operations Centre supported at this location, with six dedicated locals/sets.
- B. Location: Public Works Yard. 3300 Wishart Road. Existing main number: 250-474-4133.
NEC Elite remote shelf
10 locals
Interconnect cable (fibre optic) to City Hall NEC.
2 only analogue Fax lines
1 only analogue line for Public Works office
- C. Location: Fire Hall, 3215 Metchosin Road. Existing main number: 250-478-8321
Meridian Norstar Key system with Meridian Mail
1 Attendant set (no console)
19 locals
2 only analogue Fax lines
4 only analogue trunks (lead plus overlines)
Overhead Public Address system integrated to telephone system
Other: security alarm line
Fire Museum: one remote local in this building
Volunteers Private Line

The City has approximately 30 mobile devices consisting of iPhones, iPads and Android smartphones that are used by staff and Council.

DATA SERVICES

The current data infrastructure consists of a Windows based network with approximately 70 workstations located at the 3 sites. A computer room is located at City Hall (CH) and a communications closet is located at the Fire Hall (FH). These are connected via a secure connection back to Langford City Hall, where many of the network services and applications are located. A fibre

optic cable is presently under construction between Colwood City Hall and Fire Hall and will be in service by mid May, 2016. The comprehensive network is managed by City of Langford under a services contract.

Colwood's two corporate applications, CityView and Great Plains Dynamics, are located on servers in the Colwood City Hall computer room, along with other applications used by the City. A few key systems, such as email (Exchange) and SharePoint, are located on servers at the Langford office. Colwood services are tightly integrated to the Langford network.

Internet services consist of a Shaw Business service at City Hall and a second Shaw Business service at the Fire Hall. The plan is to consolidate these two into a larger Internet connection once the Fibre optic cable is operational.

All network switches are currently non-POE (Power over Ethernet). Many of these switches are on the schedule to be replaced in 2016, 2017 and 2018. POE feature will be included on the new switches, if required.

A network diagram is provided in Appendix A.

4.0 SYSTEM REQUIREMENTS

OVERALL SOLUTION

The City of Colwood operates municipal facilities at City Hall (3300 Wishart Rd), Public Works (PW) yard (3300 Wishart Rd), and at the Fire Hall (3215 Metchosin Rd). Each facility has its own telephone service. The City would like to implement an integrated voice services solution. The immediate requirement is for basic telephone services, but a solution facilitating integrated mobile and applications services is desired. The immediate need for unified communications is minimal but is expected to increase over the next few years.

The City desires a product that is early in its life cycle, yet has a proven track record. Requirements are for a solution that is reliable, stable, expandable, as well as easy to administer by non-technical staff at Colwood.

The City desires to standardize on one manufacturer's products and services for all 3 locations. The expectation is for the telephone system to have a typical feature set. Attendant service is required at all 3 locations, along with a central auto-attendant. The City general number 250-478-5999 is to be answered at City Hall reception position, with other Administration sets in the zone capable of picking up the call. DIDs will be used extensively. Voicemail and paging are required. The organization would like to introduce Unified Communications for a select number of staff. A broad implementation of these services may be deferred until a future date.

The existing main number at the Fire Hall is 250-478-8321. It is desired to maintain this number for direct calls to the Fire Service.

The existing main number for Public Works is 250-474-4133. It is desired to maintain this number for direct calls to the Public Works.

The existing fax numbers are to be retained. Replacement with a fax-service or other solution is desired.

The existing communications cabling in all 3 buildings is a mixture of telephone cable and Cat 5/6 data cable. There is a fibre cable connecting the Public Works telephone shelf to the City Hall telephone switch. The City is installing its own fibre optic cable between Colwood City Hall and the Fire Hall. This should be leveraged as part of a telephony strategy. The City is not expecting to replace any cabling as part of this RFP. It is the responsibility of the respondent to ensure that the proposed equipment will operate on the existing cable plant. The City currently has a full PRI at City Hall and CO trunks at the other sites. Other PSTN connection options will be considered

The City desires an on-premise technology solution. The City is looking for an effective solution that meets its business related voice services needs. The City is not committed to an IP based telecom service.

All 3 sites require a level of survivability in the event of a network failure or significant emergency. The level of telephone services that must be maintained is yet to be defined. The Emergency Operations Centre for Colwood is located at City Hall. The Fire Hall and Public Works must also continue to function in an emergency event.

The Respondent shall ensure that the proposal only contains commercially available software and hardware (not beta) and have a minimum of 10 existing production implementations in Canada of the given release/version. Any components that do not comply with the requirements above should be identified in the response.

SYSTEM CRITERIA

The new system is expected to meet the following criteria:

DESIGN:

- Single phone system for all 3 sites, Survivable at each location
- Voicemail for all locals, plus group mailboxes...centralized at City Hall
- Direct In Dialling capability at all 3 locations
- Auto Attendant for 3 locations (based on use of DID numbers)
- Attendant Switchboard at City Hall
- Internal 3 digit dial plan (100 for CH, 200 for PW, 500 for FH)
- Two Conference phones (Meeting rooms at City Hall and Fire Hall)
- Set types: Basic set (estimate 12); Feature sets (estimate 44); Executive sets (estimate 19)
- 911 for each location
- Emergency Operations Centre (EOC) to be supported at City Hall with dedicated locals.
- Capacity to grow. 20% at each location.
- Unified communications capable.
- Utilizing new fibre optic cable between City Hall and Fire Hall.

FEATURES:

Describe how the proposed solution meets the following requirements:

- Auto Attendant: The auto-attendant application should provide for a minimum of 10 menus along with Time-Of-Day controls (Daytime, after hours, holidays, emergency service, etc.).
- Call Detail Recording: The system should be able to log every call to a text file or other database.
- Call Queuing: The system should have the ability to provide basic call queuing to handle high call volumes.
- Call Hold and Park. Ability to place caller on hold/park and retrieve the call from a different set.
- Auto ring back
- Call forward; call forward no answer; Call forward busy; Call waiting.
- Do Not Disturb.
- Groups: ability to group sets (i.e. by department) and have a feature set for each group (i.e. pickup, paging, feature access).
- Set controls: Ability to vary the number of rings by User/Set.
- Music On Hold: Identify what external and Internal music sources can be used
- Speed Dial by set and system wide. Describe what is included.
- Paging: The system should provide set based paging by zone or similar function. Paging to support multiple user-defined zones within each site. Describe the interface.
- Integrate with external PA system at Fire Hall.

- Voice mail: The voicemail server should be able to support the entire enterprise. The solution should be able to handle both voice and fax messaging for users. Mailboxes for each local, plus allow 20% for group/general mailboxes.
- Long Distance (LD) calling: system should have the option of requiring (or not) 4 digit codes to authorize the LD calling. Similarly, it must be possible to lock our specific sets from LD calling. Monthly/periodic reports on LD required.
- Out Calling Application for After Hours Call Outs: Describe what is possible for an after-hours emergency work team notification application/process to notify personnel with specific or predefined messages using an on-call listing. The messages should be capable of being sent to multiple devices per individual (email, page, text to cell phone, telephone, etc), with the ability to confirm receipt and/or require a password to receive the message. This feature is required by the Fire service.
- Presence Notification for Attendant: Describe what is available for the Switchboard/Attendant position to indicate the presence of staff at their normal workstation at all 3 sites.
- Headsets: Describe options and features. Include 3 wired and 3 wireless headsets.
- Conference Phone: Describe options and features. Include 1 wired set with extensions for Committee room
- Phones: For each of the set types, provide a detailed description of the phone including a picture, a list of features. Provide 12 basic sets, 44 standard sets and 19 Executive sets. Identify other set options available.
- Wireless / Cordless phone: Identify what is available for cordless sets and provide a price.
- Usage Reporting: Describe what reporting is available
- Hot Desking: Temporary staff occasionally has the need to move between departments and sites and therefore require the ability to log their set profile into another desk set to take on their unique set profile. Describe what functionality is available.
- Remote Access: The system should be accessible remotely for both vendor support and staff access.
- Mobile Extension: The system should be capable of allowing mobile phone users to be connected to the system to appear like office extensions twinned with the user's desk set telephone number. Describe what functionality is available.
- E911: It is essential that 911 Emergency services be routed to the correct location.
- Unified Messaging: The solution should be able to have select users access their voicemail messages from their email. The City uses Exchange. Describe what is possible.
- Resiliency/Redundancy: The system should provide for each office to remain operational should communication lines become unavailable.

OPTIONAL FEATURES

- Audio/Web Conferencing: An internal audio/web conferencing solution with the ability to integrate to Outlook for scheduling a conference call, complete with the bridge number and password. Describe what is available.
- Call Recording: Describe what is possible to record telephone conversations.
- Softphone: Does the system support softphone capability?
- Teleworker: How does the system support employees to work remotely with full access to voice mail, conferencing, and other features of the office phone system.
- Unified Communications: The City is interested in the integration of real-time communication services such as instant messaging (chat), presence information, video conferencing, data sharing (including web connected electronic whiteboards), call control to provide a unified user interface and user experience across multiple devices and media types. Describe the features and capabilities of your Unified Communications solution.
- VoiceMail to Email integration: voice to text conversion capabilities.
- 311: In the future, the City may desire to expand the capabilities of the phone system with the addition of applications to further streamline operations, and increase communication between staff and the community. Please provide information regarding the proposed systems ability to operate in a 311 Information Service environment.

- Find Me Follow Me: When a number is dialled the system should route the call through a user-defined list of numbers. Describe what is possible.

NETWORKING REQUIREMENTS

Identify any network configuration, equipment and cabling required to support the proposal:

- Existing cabling is a mix to telephone, Cat5 and Cat 6 in the three buildings.
- What network resources will be required for this application to function? (e.g. DHCP, DNS, POE switches, etc.).

ADMINISTRATIVE REQUIREMENTS

Identify any special skills, training and resources required to support your proposal once it is installed and operational:

- What skill-sets, training and experience are required to provide basic administration of this environment?
- What skill-sets, training and experience are recommended to diagnose and manage the telephone services on the network?
- Identify any specific tools or resources that are recommended to assist in supporting this solution that are not included in this proposal?

5.0 PROFESSIONAL SERVICES

SCOPE OF WORK

As part of the submission, it is required that that the Respondent submits a detailed scope of work demonstrating a good understanding of this project. This scope of work is the foundation for the project. Identify what work is performed by the Respondent and what is expected of the City of Colwood.

PROJECT MANAGEMENT

Identify the single point of contact for this implementation. Identify the project Manager and the implementation and support personnel.

PROJECT PLAN

Include a detailed project plan in your proposal that shows the steps and dates required for implementation and including key milestones. The City anticipates selecting the successful bidder by early July and desires to have the new system installed, trained and operational by September 1st.

TRAINING

Clearly identify your approach to training for the following:

- A. System Administrator training:
Administration training should be provided for a minimum of 3 users. Describe how much time is allocated for training. What recommended skill-sets and experience should the administrator have prior to attending the training?
- B. End User training:
There are approximately 75 end users that will require training. It is our intention for the Respondent to provide direct end user training for approximately 50 core staff. In addition, the Respondent will provide Train-the-Trainer training for approximately 5 staff that will be responsible for providing end user training for the remaining staff.

CUTOVER

When cutting over the system, it is expected that the technicians will deal directly with the telecommunications company providing the PRI and analogue voice services to the facility. Describe your procedures for this.

DOCUMENTATION

It is expected that a detailed document outlining the system configuration will be provided at cutover. Please outline the sections that will be included in the document. What procedural information will be included in the handover material?

CHANGE ORDER PROCESS

Change management during the implementation process should be managed closely to ensure that the solution is delivered on budget. Describe your process for change order process.

6.0 QUALIFICATIONS AND REFERENCES

Include the following information in the Proposal:

- A. Corporate Profile:
- B. Presence in Colwood:
What is the location of nearest office?
How many technicians do you have typically working within a 2 hour on-site response time in the Colwood area?
- C. Corporate References:
Three current references to demonstrate the ability to provide the equipment/services as proposed.
- D. Staff Experience:
Provide resumes for all personnel that will be involved in the initial installation, cutover and post implementation support.
- E. Maintenance and Support Contracts:
List all products that are provided in the solution. Indicate what is included in the initial warranty (repairs, parts, replacement, professional services). Indicate any components not covered by the initial warranty.
What Annual Maintenance/Support Contract options are available? Service hours? Remote support? Training? System monitoring? Preventative maintenance?
List the Time and Material support pricing, including standard rates.
- F. Software Assurance:
List all software components provided in the solution. Identify upgrade entitlements provided with the initial purchase. Include any labour costs.
- G. Service level Agreement:
Describe what your company is prepared to provide for response, resolution, prioritization, time of day, tracking, parts inventory.

7.0 PRICING

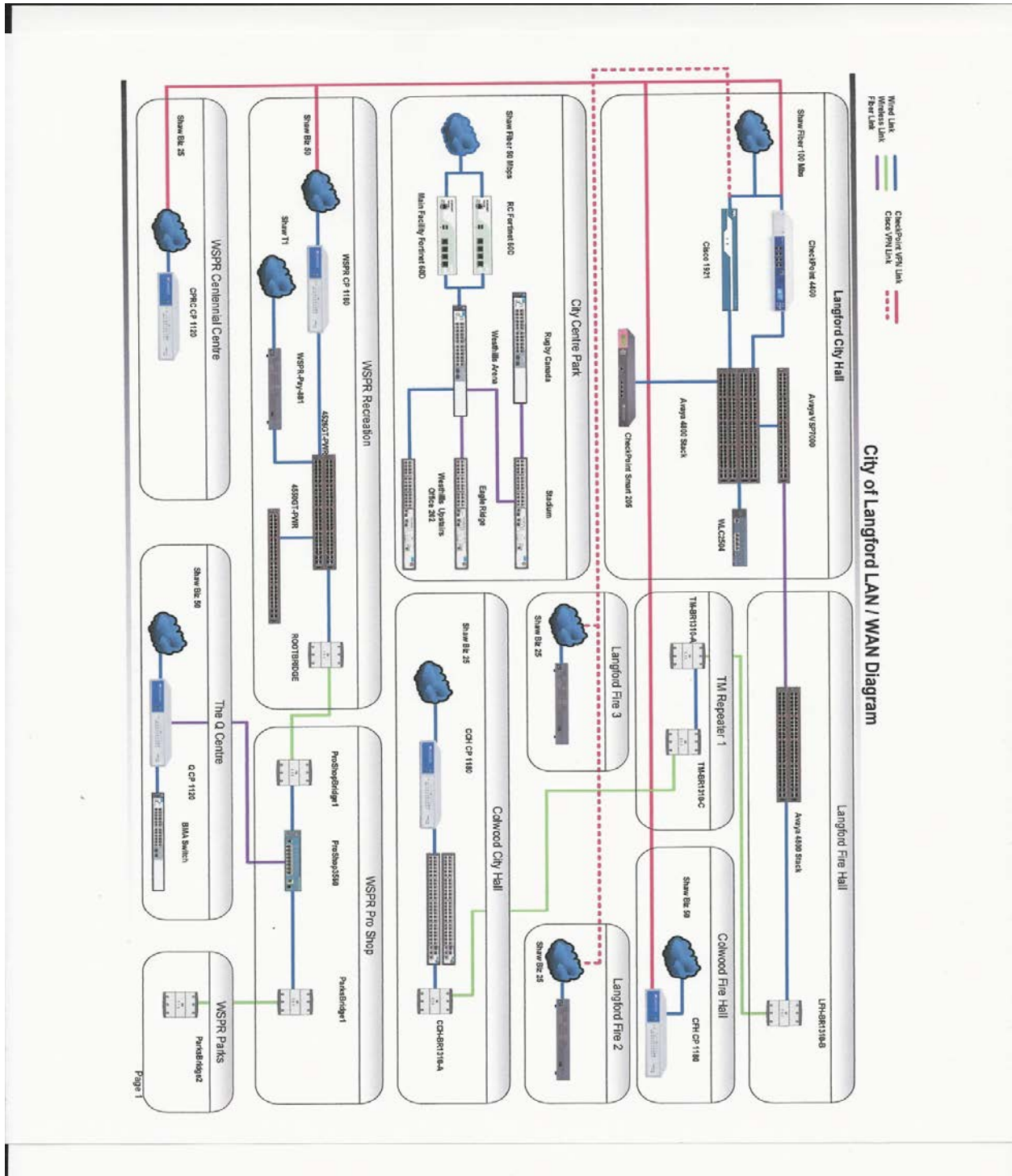
Prices should be quoted in Canadian dollars and should include any customs duties or tariffs FOB Colwood. All prices quoted shall remain firm for a minimum 90 days or as set out in the Proposal, whichever is greater. All prices should be quoted exclusive of GST and PST, but inclusive of all other fees and charges.

- Provide a summary table of costs.
- Provide initial cost of each component.
This should include backend equipment, voicemail, handsets, attendant console, conference sets, software licenses, features, project management/services.
- Extend the costs for a 5 year period, including maintenance and support. Break this down by component.
- Provide separate costs for all optional components.

- The City would like a 2 year commitment on all pricing for components. Indicate for which components, if any, this is not available.

The City's budget for this project is \$50,000. This includes costs that are outside of the RFP, so the expectation is that the full cost of implementing this voice services solution will be significantly under this budget amount.

APPENDIX A - NETWORK DIAGRAM



APPENDIX B – PROPOSAL SUBMISSION GUIDELINES

SUBMISSION OF PROPOSALS

The Respondent should submit the proposal as outlined in Section 2.0 “Proposal Submission and Timelines” and as described below

SUBMISSION CRITERIA

It is the Respondent’s sole responsibility to ensure they allow themselves enough time to submit their proposal prior to the posted closing date and time.

- All Proposals should be clearly marked with the Request for Proposal name, closing date and Respondent name & address on the face of the envelope.
- Proposals, which are received after the posted closing date and time, will be returned unopened.
- All prices are to be quoted in Canadian Dollars. All applicable taxes or fees should be shown separately, such as GST and PST
- Proposals may not be submitted by facsimile or e-mail.
- Proposals shall be submitted in English.
- All Proposals shall be binding for a period of ninety (90) calendar days. Adjustments to submitted Proposals by telephone, facsimile, email or letter will not be considered. Should a Respondent wish to alter or amend a Proposal, it shall be withdrawn by written notice and a new Proposal submitted prior to the posted closing date and time.
- Proposals:
 - a) Respondents may submit as many Proposals as desired but each Proposal must be totally self-contained without reference to another and each Proposal will be equally binding.
 - b) Alternative Proposals: In addition to the basic Proposal, which each Responder agreeing to reply to this RFP should submit in conformance to the requirements of the RFP, Respondents are free to offer any alternatives to the basic Proposal, which are in the Responder’s view superior or offer greater overall value to the City of Colwood.
- The Respondent shall complete Corporate References section and provide three customer references that have previously acquired or utilized similar services. The City of Colwood reserves the right to check all references provided and to check additional or further references.
- To facilitate comparison and evaluation of Proposals, respondents should follow the format outlined herein. Proposals should contain concise written material and illustrations that enable a clear understanding and evaluation of the Respondent’s capabilities and the qualities of its Proposal. Legibility, clarity and completeness of the Respondent’s Proposal are essential. All pages to be numbered.

Proposals should be structured as follows:

- Table of Contents
- Executive Summary
- Solution Description
- Professional Services–
- Qualifications and References
- Pricing

Legal Contracts and Forms
Product Brochures and User Guides – if available
Acknowledged Addendums

SOLUTION DESCRIPTION

Describe your complete end-state solution including optional components defined in this bid and provide an overview of each component in the solution. For each component, include name, release, date the product was commercially available.

Specifically identify all hardware and software components. Include a list of all back-office components and office equipment, including sets and attendant console(s). Identify all software and firmware, including which require periodic updating and are subject to maintenance support.

Provide an architectural diagram showing all components required, including that to support survivable sites for the entire solution. Include for each site, a list all components that are required for the solution.

Provide information about the life cycle of the proposed product. Indicate when the product was initially released and how long the product will continue to be updated and maintained by the manufacturer.

LEGAL CONTRACTS AND FORMS

As part of this response, it is the responsibility of the Proponent to submit a copy of all contracts, schedules, documentation that would require signature or approval as part of this project. Example of forms that should be included would be: Letter of Authorization, Master Contract Agreements, Maintenance/Support Agreement, and schedules for services, etc.

CONTRACT AWARD

It is the intention of The City of Colwood to award the contract to the Respondent with the highest evaluated score, which complies with the criteria, set out under Proposal Evaluation.

It is understood that if the Proposals are not acceptable to The City of Colwood, there may not be an Award.

The City of Colwood reserves the right not to award a contract to the Respondent with the highest evaluated score or indeed to any Respondent if the overall solution presented is not satisfactory; hence this RFP is not an irrevocable offer to purchase goods or services.

The successful Respondent will be notified in writing by The City of Colwood.

The lowest cost or any Proposal may not necessarily be accepted.

PROPOSAL EVALUATION

All proposals will be reviewed by an evaluation team created at the sole discretion of the City of Colwood. Proposals to this request will be evaluated according to the following criteria:

- All Proposals should be in compliance with Proposal Submission Guidelines
- The following factors will form part of the evaluation:
 - Overall Bid Response
 - Technical Components
 - Professional services
 - Maintenance and Support
 - Pricing
 - Value added offerings

A shortlist, consisting of 2 or more Proposals, is anticipated to be selected for more detailed analysis. These Respondents will be invited to demonstrate their proposed solution to the City's Selection Committee. Respondents should be prepared to demonstrate (up to 45 minutes) how their proposal

meets the City's operational and feature requirements and then be prepared to answer questions from the Committee.

VALUE ADDED OFFERINGS

The City of Colwood will consider in its evaluation process, proposals from Vendors who offer innovative or enhanced project/service provision solutions that are of benefit to the City of Colwood. Offerings not directly related to this RFP must be included in a separate appendix.

GENERAL TERMS AND CONDITIONS

1. All information provided by The City of Colwood to the successful Respondent is strictly confidential, and as such, shall neither be disclosed to a third party under any circumstances nor used for commercial purposes. Each page or partial page of confidential information contained within a Respondent's submission should be so marked.
2. The issuance of this Request to any prospective Respondent shall not cause any express or implied commitment or undertaking on the part of The City of Colwood to acquire goods or services.
3. The City of Colwood shall not be liable for any expense incurred by the Respondent resulting from a response to this or any Request.
4. Respondents shall not disclose their Proposals or elements of their Proposals to third parties without the prior written consent of The City of Colwood.
5. Each Respondent shall provide pricing for the goods or services as described. All prices quoted must remain unchanged for the term outlined in the Proposal.
6. Proposals not submitted in accordance with the instructions included in this RFP may be disqualified at the discretion of The City of Colwood
7. The City of Colwood may cancel or withdraw this RFP at its discretion with no compensation.
8. The City of Colwood may issue amendments to this RFP in writing prior to the Closing time. Respondents shall include all amendments in their submission.
9. The Respondent agrees that the Proposal contains a firm offer to supply the goods or services in accordance with the Terms and Conditions specified herein, and which Proposal may be accepted by The City of Colwood. The Respondent may revoke its Proposal at any time prior to the time fixed for the closing of the Request by delivering written notice of revocation to the City of Colwood.
10. Respondents may submit as many Proposals as desired but each Proposal must be totally self-contained without reference to another and each Proposal will be equally binding.
11. If erasures or other changes appear in the Proposal, each erasure and change must be initialled by the person signing the Proposal.
12. The City of Colwood reserves the right to accept or reject any part of respondent's proposal and select only those services or products they require.

AGREEMENT

The successful Respondent will be required to enter into an Agreement with the City of Colwood to supply the specified goods and/or service, according to the Terms and Conditions of this Request. Alternatively, and at the sole discretion of the City of Colwood, a purchase order (P.O.) to supply the specified goods and/or service, according to the Terms and Conditions of this Request may be issued by the City of Colwood.

1. The laws of the Province of British Columbia and the Government of Canada shall govern the award.
2. The Request for Proposal and the Proposal shall be included as schedules to the award. In the event there is conflict between the Agreement and these schedules, the Agreement shall prevail.

3. The parties to the Agreement may only amend the agreement by an amendment in writing signed by both parties, which will form part of the award.
4. It is agreed and understood by the Respondent, that in submitting a response to this Request for Proposal, they certify that they have read and agree to comply with the Proposal
5. Submission Guidelines contained herein, and that any exceptions have been duly noted in their submission.
6. The City of Colwood cannot provide any guarantee of the volume of requirements, or the timing of such requirements over the Term of the Agreement.

SURVIVAL

All warranties and representations about quality, skills, qualifications and experience, the intellectual property clause, the confidentiality clause, the indemnity clause, and any clauses about remedies shall remain in force after the Term of the Agreement.

GENERAL DUTIES AND STANDARDS

The Respondent shall provide the goods and/or services as tendered, including the provision of any and all labour, supplies and equipment necessary to, carry out its duties under the Agreement, strictly in accordance with all of the terms of the Request for Proposal, and the Response as modified by subsequent correspondence and the award.

STANDARD OF CARE

The Respondent shall carry out the duties hereunder skilfully, diligently, and expeditiously, in good faith, in a careful and competent manner, and in accordance with good business practices, management techniques, laws of British Columbia and current relevant standards.

INDEMNIFICATION

The Proponent shall indemnify and save harmless the City, its agents, employees and elected officials from and against any and all liability whatsoever for losses, liens, charges, claims, demands, payments, suits, actions, recoveries, and judgments including legal fees and expenses of every nature and description brought or recovered against either the City, its agents and employees, or the consultant by reason of an act, error or omission of the Consultant, its agents employees or licensees in providing the services, including, without limiting the generality of the foregoing, loss or damage to property, injury to or the death of any persons, alleged copyright, patent or other intellectual property rights infringement or interference, defective design or damage to the environment.

TIME

The delivery of goods and/or services shall be performed in a timely fashion and according to the schedules in the Agreement.

TERMINATION

Without liability, cost or penalty, The City of Colwood may terminate this Agreement immediately with or without reason or cause upon written notice.

PERSONNEL

All parts of the services(s) shall be performed by persons qualified and skilled in performing such services. The Respondent shall replace any of its Personnel if they are unacceptable to the City of Colwood because of security risk, incompetence, conflict of interest, and breach of confidentiality or improper conduct upon receiving written notice from the City of Colwood.

The Respondent shall pay the wages and benefits of any personnel. Nothing contained or implied in any forthcoming Agreement shall create any contractual relationship between the Respondent's personnel and the City of Colwood. The City of Colwood shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel, agents or subcontractors of the Respondent.

CHANGES

The Respondent shall take steps to ensure that any Change Orders issued during the performance of the services, and signed by the City of Colwood, are diligently complied with and implemented.

The Respondent shall take steps to ensure that Scope Changes issued during the performance of the Assignment are diligently complied with and implemented in such a manner so that costs and delays relating thereto are minimized to the greatest extent possible in the circumstances and in compliance with the Agreement.

EQUIPMENT

All electrical equipment must be C.S.A. and/or BC Hydro approved and must bear appropriate designation of such approval. All telecommunication equipment must be Department of Communications approved. All operating manuals, documentation etc. shall be supplied with the Equipment, in English, at no extra charge. All delivered Equipment must match the equipment specifications as specified herein.

TECHNOLOGY

The Respondent must be authorized to sell any equipment included in the Proposal ("Equipment") by the Canadian Manufacturer or Distributor (if one exists), and may be required to provide proof of such authorization. Further, the Equipment must be authorized for sale in Canada.

The City of Colwood reserves the right to undergo an equipment evaluation of all hardware products for which it has not previously completed a technical evaluation. Immediately following installation of any Equipment, the City of Colwood shall perform such tests as it deems necessary to determine whether the Equipment meets the requirements, functional specifications and standards.

ACCEPTANCE TESTING

As part of an Acceptance Test, the City of Colwood shall be entitled to confirm that the Product is fully operational and useable, and meets the requirements set forth in this Agreement. If such Acceptance Test discloses any material deficiency, the Respondent shall correct such deficiency and the City of Colwood shall thereafter re-conduct the Acceptance Test. Failure to meet specifications after the second Acceptance Test shall entitle the City of Colwood to cancel the Agreement without liability or to request the Respondent to correct the deficiencies and to repeat the Acceptance Test.

Should the City of Colwood elect to give the Respondent additional opportunities to correct deficiencies of the Equipment and to repeat the Acceptance Test, this shall be without prejudice to the City of Colwood right to cancel the Agreement without liability should the Equipment fail such subsequent test(s).

WARRANTY

The Respondent warrants that the equipment will perform as provided in any manual or other documentation and that it will be of merchantable quality, etc. The warranty must provide for repair or replacement during the warranty period. The Respondent warrants that it has the intellectual property rights in any program associated with the equipment and can licence the City of Colwood to use it. Warranties shall commence upon the City of Colwood acceptance.

TECHNICAL SPECIFICATIONS

The Respondent must provide detailed technical specifications on all equipment proposed showing physical size, capacities, heat and other emissions, processing speeds and other relevant information and requirements.

MAINTENANCE SUPPORT

An extended maintenance option for all Equipment supplied by the Respondent must be provided. Equipment maintenance shall be quoted separately. Outline where parts and labour are included and what servicing will be provided on-site.

In the event that equipment cannot be serviced on-site within the Time Frame, a temporary replacement device is to be provided. Any temporary loaned device must be functionally identical to the equipment requiring service and must be available to the City of Colwood within the time frame allowed. The Respondent will be responsible for all transportation costs for the loaned equipment.

WORKERS' COMPENSATION CERTIFICATE OF CLEARANCE

The successful Respondent shall provide the City of Colwood with a valid WorkSafeBC Board Certificate of Clearance to the satisfaction of the City of Colwood or their agent.

INSURANCE

The Contractor shall, at its own expense, provide to the City a comprehensive general liability insurance policy to the satisfaction of the City in an amount of not less than \$5 million all inclusive together with a standard non-owned automobile liability and statutory conditions endorsement. The City of Colwood shall also be included as an additional insured on the Policy with respect to any work performed by the Contractor for the City. The insurance shall be maintained during the continuance of this agreement and shall insure the City and shall contain a cross-liability clause and shall not be capable of cancellation unless 30 days notice is first given to the City. A certified copy of the policy shall be provided to the City.

COMMUNICATIONS PRODUCTS

All products must meet the specifications as listed in the document. No alternatives will be accepted unless prior written acceptance by the City of Colwood.

The Respondent shall supply proof that all materials for this project are new and have not been used elsewhere. The Respondent shall at his expense remedy any occurrences where used or defective materials are used or found.

All products installed must meet or exceed all local, provincial and federal building, fire, health, safety and electrical codes.

The Respondent is responsible for complete storage, handling, delivery and installation of all materials used in the performance of the work.

LABOUR

The Respondent's Contractors or Technicians must comply with all the requirements of the Occupational Health & Safety Act.

All technicians who shall be terminating any portion and testing any segment of this contract shall have successfully completed the training and certification of products/services being provided as part of this contract. Technicians could be asked to show proof of certification and should be prepared to produce proof of certification that they have successfully completed installation training of the system manufacturer to be installed.

The City of Colwood reserves the right to review the qualifications of sub-trades named on this project and reject them if deemed necessary.

PAYMENT TERMS

The Proponent will be solely responsible for invoicing the City ensuring to include the City's Purchase Order number on all invoices to assure timely payment.

No fees or down payments shall be paid by the City prior to delivery of the equipment. The invoiced amounts shall not exceed the cost of equipment and services already delivered to the City as part of the Agreement.

All invoices are subject to prior review and approval by the City and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the City does not approve of the services or part of them or percentage of work complete which are the subject of the invoice, the City shall advise the Proponent in writing of the reasons for not approving.

CONSTRUCTION SCHEDULES

It will be left to the discretion of the Respondent the means to complete the entire project in accordance to the schedule, specification and safety guidelines set forth by the City of Colwood for this project and the City of Colwood Project Manager. The successful Respondent shall coordinate with the Project Manager with this project to insure harmony and a smooth working environment with other trades on the site.

COST ESTIMATES, COST MINIMIZATION AND CAPS

If a Schedule specifies that any Services are to be provided at a Time and Materials Rate and not by fixed price and if, in the course of performing the Services, Respondent becomes aware that the cost for the Services, or any component thereof, will or are likely to exceed the cost estimate agreed to by The City of Colwood, Respondent agrees to promptly submit a revised cost estimate for approval by The City of Colwood. Pending approval by The City of Colwood of the revised cost estimate and unless otherwise instructed by The City of Colwood in writing, Respondent will cease work on the Services or such component thereof. Respondent agrees to resume work on the Services when The City of Colwood approves the revised cost estimate in writing.

Where a Schedule states a maximum price for Services, Respondent acknowledges that it has performed a preliminary review of The City of Colwood's requirements and agrees that the total Fees charged to The City of Colwood shall not exceed the maximum Fees listed in such Schedule.

To the extent any Services are rendered on a time and materials basis or cost basis under this Agreement, Respondent shall use commercially reasonable efforts to complete each assigned task in as economical a manner as practicable and to minimize the time and materials charges or costs and other charges or charges and expenses incurred in connection therewith, to the maximum extent practicable, consistent with Respondent's other obligations under this Agreement.

DOCUMENTATION

Concurrently with the delivery of any Product, Respondent agrees to provide The City of Colwood with sufficiently detailed Documentation to enable The City of Colwood to install, configure, operate, validate and maintain (routine maintenance) the Product. Documentation will be provided in modifiable electronic form, where available. The City of Colwood may modify user Documentation in support of any permitted use of the Products but any such change will not change Respondent's obligations under this Agreement. The City of Colwood must notify Respondent of changes to Documentation and shall request Respondent's approval, not to be unreasonably withheld.

Respondent agrees to furnish The City of Colwood with revisions to the existing Documentation that it may develop for the Product when the revisions are published. The revised Documentation will be provided at no cost to The City of Colwood during the Warranty Period, and will be provided in consideration of the Support Fees during the period when the Product is subject to Support Services.

The City of Colwood may reproduce, at no cost to The City of Colwood, as many copies of this Documentation as it requires in accordance with the terms of this Agreement, including the applicable Schedule. The City of Colwood agrees to reproduce the Documentation and printed materials for internal use of its Representatives who require the Documentation to perform their responsibilities to The City of Colwood.

The City of Colwood may make, at no additional cost, copies of the Documentation to replace any worn or damaged copies.

FREEDOM OF INFORMATION

All documents, including proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than 30 calendar days, the City may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.

LOCAL PREFERENCE

Preference shall be given to local suppliers where quality, service, and price are equivalent.

RIGHT TO NEGOTIATE

The City of Colwood reserves the right to negotiate with the preferred proponent.

End of Document:

File: W/Information Technology/Projects2016/Voice Services/Telephone RFP May2016