FOR PROPOSALS (RFP)
Specification No. 20-11377-C
FOR
AVAYA (VoIP) UPGRADE, SUPPORT, AND MAINTENANCE
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms for upgrades to and multi-year, annually renewed support and maintenance of the City’s existing Avaya Voice over IP (VoIP) phone system with 1580 VoIP stations and 325 analog lines. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached).
Proposals must be received no later than 2:00 pm, on Tuesday, January 28, 2020. All responses must be in a sealed envelope and have “Avaya (VoIP) Upgrade, Support, and Maintenance” and Specification No. 20-11377-C clearly marked on the outer most mailing envelope. Please submit one (1) unbound original, 3 hard copies, and one (1) electronic copy on USB stick of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

Please note the Intent to Bid Due date of Tuesday, January 7, 2020.

See Attachment J Section 2.1 for instructions. For questions concerning the anticipated work, or scope of the project, please contact Butch Lavin, Senior Systems Analyst, via email at blavin@cityofberkeley.info no later than Tuesday, January 14, 2020. Answers to questions will not be provided by telephone or email. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Dennis Dang
Acting General Services Manager
I. SUMMARY

The City of Berkeley (City or Customer or Client) is seeking an authorized Avaya Channel Partner (Contractor or Vendor or Proposer) for necessary upgrades, and multi-year of annually-renewed support and maintenance of the City’s existing Avaya Voice over IP (VoIP) phone system. The City’s phone system (Avaya Aura Communications Manager – AACM, Avaya Gateways, and Avaya Aura Messaging) was installed in 2013 and is currently being maintained by ConvergeOne under an agreement that expires June 30, 2020. This RFP is for the upgrade, support, and maintenance of the equipment referenced and the associated services required, along with the listed options, referenced below in the Scope of Services section. The City has retained Communication Strategies (Com-Strat), an independent technology consulting firm, to assist in the RFP process and to analyze Vendor responses.

II. SCOPE OF SERVICES

1. Minimum Qualifications

Vendor shall have been regularly and continuously engaged in business for at least five (5) years and shall possess all permits, licenses, and credentials necessary to supply equipment and warranty repair as specified under this RFP. Vendor shall specifically be an authorized Avaya Channel Partner regularly doing business and supporting customers with the proposed equipment and services within the locality of the City.

2. Length of Agreement

The anticipated duration of the agreement will be for three to five years, with the initial maintenance term tentatively scheduled to begin July 1, 2020.

3. Scope of Work

The scope of work is defined by the requirements in this RFP. Contractor will provide all services listed in the RFP Requirements (Attachment J) for the payments detailed in Schedule A (Attachment K); include with Proposal completed Attachments J and K per the instructions in those Attachments.

III. SUBMISSION REQUIREMENTS

All Proposals shall include the following information, organized as separate sections of the Proposal. Proposals should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References: (3-5 References is usual)

Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel; all other charges related to completion of the work shall be itemized. See attachment J and fill out attachment K as part of your Proposal.

4. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.
Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. References 25%
2. Costs 25%
3. Responsiveness 50%

A selection panel will be convened of staff who will consider:

- Vendor qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services,
- Cost, both initial and ongoing, to the City for the services described by this RFP, and
- A complete and concise response to the RFP that complies with the RFP requirements.

V. PAYMENT

Payment will be per the provisions listed in RFP Requirements (Attachment J) in the amounts listed in Schedule A (Attachment K).

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Butch Lavin, Information Technology

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to
all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.**

B. **Nuclear Free Berkeley Disclosure Form:**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. **Oppressive States:**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. **Sanctuary City Contracting Ordinance:**

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. **Conflict of Interest:**

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

F. **Berkeley Living Wage Ordinance:**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [https://www.cityofberkeley.info/Finance/Home/Vendors__Living_Wage_Ordinance.aspx](https://www.cityofberkeley.info/Finance/Home/Vendors__Living_Wage_Ordinance.aspx). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.
G. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

H. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Vendor’s profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.

c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.
C. **Business License**

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. **Recycled Paper**

**All reports to the City shall be on recycled paper that contains at least 50% recycled product** when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be **printed on both sides of the page** whenever practical.

E. **State Prevailing Wage:**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics_and_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

VIII. **Solicitation Schedule** *(dates are subject to change)*

- **Issue RFP to Potential Bidders:** Monday, December 16, 2019
- **Intent to Bid Due:** Tuesday, January 7, 2020
- **Questions Due:** Tuesday, January 14, 2020
- **Post Answers to Questions on Website:** Tuesday, January 21, 2020
- **Proposals Due from Potential Bidders:** Tuesday, January 28, 2020
- **Complete Selection Process:** Tuesday, February 25, 2020
- **Council Approval of Contract (over $50k):** Tuesday, April 21, 2020
- **Award of Contract:** Wednesday, April 22, 2020
- **Sign and Process Contract:** Thursday, May 28, 2020
Notice to Proceed Friday, May 29, 2020

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required Items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Sanctuary City Compliance Statement Attachment E
- Living Wage Form Attachment F
- Equal Benefits Certification of Compliance Attachment G
- Right to Audit Form Attachment H
- Insurance Endorsement Attachment I
- RFP Requirements (Microsoft Word document) Attachment J
- Schedule A (Microsoft Excel spreadsheet) Attachment K
ATTACHMENT A

CHECKLIST

- Proposal describing service - one (1) unbound original, three (3) hard copies, and one (1) electronic copy on USB stick
- Contractor Identification and Company Information
- Three Client References
- Costs proposal by task, type of service & personnel
- The following forms, completed and signed in blue ink (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Sanctuary City Compliance Statement Attachment E
  - Living Wage Form (may be optional) Attachment F
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment G
- The following forms, completed and submitted both in hard copy and electronically:
  - RFP Requirements (Word document) Attachment J
  - Schedule A (Excel spreadsheets) Attachment K
  - Bill of Material (BoM)

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide original-signed in blue ink Evidence of Insurance
  - Auto
  - General Liability
  - Cyber Security Liability
  - Worker’s Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract can be found on the City’s website on the current bid and proposal page at the top of the page.
NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____________________________________________________________________________________

Address: _________________________________________________________________________________________

Business Lic. #: __________

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<tr>
<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
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<td>Para-Professionals</td>
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<td>Skilled Craft Workers</td>
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<td>Totals:</td>
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Is your business MBE/WBE/DBE certified?  Yes _____  No _____  If yes, by what agency? _______________________

If yes, please specify:  Male:  _____     Female:  _____     Indicate ethnic identifications: ___________________________

Do you have a Non-Discrimination policy?     Yes: _____     No: _____

Signed: ______________________________________________________________  Date: __________________

Verified by: _____________________________________________________________  Date: __________________

City of Berkeley Contract Compliance Officer
Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Attachment B (page 2)
CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

   "Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

   "Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

   "Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title: ___________________________________

Signature: _____________________________________ Date: ________________________________

Business Entity:  _______________________________________________________________________

Contract Description/Specification No: Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

Attachment C
CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of ____________________________________________________ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang

“Personal Services” means “the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title:________________________________________

Signature: _______________________________________ Date:_______________________________________

Business Entity:  ______________________________________________________________________________

Contract Description/Specification No: : Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _______________________________________ Date:_______________________________________

Attachment D
CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _______________________________ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or “SCCO`). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). Contractor understands the meaning of the following terms used in the SCCO:

a. "Data Broker" means either of the following:
   i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
   ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
   i. The City’s computer-network health and performance tools;
   ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a $1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ______ day of _______, 20__, at _____________, California.

Printed Name: ____________________________________________________________________ Title: ______________________________________________________________________________
Signed: __________________________________________________________________________ Date: _____________________________________________________________________________

Business Entity: ____________________________________________________________________

Contract Description/Specification No: Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

SCCO CompStmt (10/2019)

Attachment E
CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley’s Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?

   YES ___    NO ___

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?

      YES ___    NO ___

If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?

   YES ___    NO ___

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

   b. Do you have six (6) or more employees, including part-time and stipend workers?

      YES ___    NO ___

If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: ___________________________________ Title: ________________________________________
Signature: ______________________________________ Date: __________________________________________
Business Entity: ______________________________________________________________________________
Contract Description/Specification No: Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

Section III

** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ** *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name __________________________ Department Representative __________________________

Attachment F (page 2)
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   - Yes □ No □  (If “Yes,” proceed to Section 5; if “No”, continue to the next question.)

B. Does your company provide (or make available at the employees’ expense) any employee benefits?
   - Yes □ No □
     - If “Yes,” continue to Question C.
     - If “No,” proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees’ expense) any benefits to the spouse of an employee? .......................................................... □ Yes □ No

D. Does your company provide (or make available at the employees’ expense) any benefits to the domestic partner of an employee? .......................................................... □ Yes □ No
   - If you answered “No” to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
   - If you answered “Yes” to both Questions C and D, please continue to Question E.
   - If you answered “Yes” to Question C and “No” to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .......................................................... □ Yes □ No
   - If you answered “Yes,” proceed to Section 4. (You are in compliance with the EBO.)
   - If you answered “No,” continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   - Upon expiration of the contractor’s current collective bargaining agreement(s).

Attachment G (page 1)
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ...........................................  □ Yes  □ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _______day of _________________, in the year __________, at __________________, __________

(State) (City)

Name (please print)                  Signature
_____________________________________   ______________________________________
Title                                    Federal ID or Social Security Number
_____________________________________   ______________________________________

FOR CITY OF BERKELEY USE ONLY

□ Non-Compliant (The City may not do business with this contractor/vendor)
□ One-Person Contractor/Vendor               □ Full Compliance          □ Reasonable Measures
□ Provisional Compliance Category, Full Compliance by Date: ______________________________________

Staff Name(Sign and Print): _____________________________ Date: ____________ ________________
CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed:____________________________ Date:____________

Print Name & Title:____________________________

Company:____________________________

Contract Description/Specification No: Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment H

RFP Revised Oct2019
CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is ________________________________.

2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement: ________________________________.

   The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to ________________________________, Department of ________________________________, Berkeley, CA.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

   The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

   ________________________________
   Insurance Company

   Date: ____________   By: ________________________________
   Signature of Underwriter’s Authorized Representative

Contract Description/Specification No: Avaya (VoIP) Upgrade, Support, and Maintenance / 20-11377-C

Attachment I
RFP Requirements - Attachment J
Avaya Upgrade, Support and Maintenance

For
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<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<tr>
<td>2  VENDOR INSTRUCTIONS FOR RESPONSE</td>
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<td>19</td>
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</tbody>
</table>
RFP REQUIREMENTS OVERVIEW

1.1 INTRODUCTION

As stated in the RFP, Section I: “The City of Berkeley (City or Customer or Client) is seeking an authorized Avaya Channel Partner (Contractor or Vendor or Proposer) for necessary upgrades, professional services, and multi-year, annually-renewed support and maintenance of the City’s existing Avaya Voice over IP (VoIP) phone system supporting 1580 VoIP stations and 325 analog lines. The City’s phone system (Avaya Aura Communications Manager – AACM, Avaya Aura Messaging-AAM, Avaya Call Center Elite, Avaya Workforce Optimization/Call Recording, Avaya Call Management System-CMS, Avaya gateways, and Avaya VoIP stations) was installed in 2013 and is currently being maintained by an authorized Avaya Channel Partner under an agreement that expires June 30, 2020. This RFP is for the upgrade, support, and maintenance of the equipment referenced and the associated services required, along with the listed options, as detailed in this Attachment J. The City has retained Communication Strategies (Com-Strat), an independent technology consulting firm, to assist in the RFP process and to analyze Vendor responses.”

1.2 CLIENT BACKGROUND

The City of Berkeley, located in the County of Alameda, California, has 1,353 city employees serving a city population of approximately 122,234. The City requires effective and reliable telephone services for its 1,905 telephone stations at 39 sites. These services are provided now by a city-owned Avaya Aura Communication Manager (AACM) telephone system and Avaya Aura Messaging (AAM) voicemail system, which were installed in 2013. The AACM, AAM, Call Center Elite systems, CMS and Calero VeraSMART call accounting, are maintained and supported under a one-year contract, which contract will expire June 30, 2020.

1.3 DESIRED OUTCOMES

Both AACM and AAM are two levels behind the current release of Avaya software and need to be upgraded to be supported by Avaya. While the existing support contract entitles the City to the latest versions of Avaya software, the current hardware servers and gateway processors are inadequate to support these software updates and are no longer supported by Avaya. Therefore, this hardware must be replaced, and/or the Avaya software must be migrated to the City-owned virtual computing environment, which along with the associated professional services, requires a capital investment. The City wishes to review, validate, design/update as needed, test, and document full geo-redundancy for the core voice infrastructure (including: calling, call center, and voicemail functionality). Further, the City wishes to assess the needs for desired additional functionality (Options) in the voice infrastructure, while addressing maintenance in future years to start in July 2020.

1.4 TECHNOLOGY PREFERENCE

Client expects that vendors will bid system upgrades and multi-year maintenance for the City’s existing Avaya infrastructure that reflects currently-supported Avaya technology and Avaya’s most recent general release software.

1.4.1 Client will only consider factory-new (not used or refurbished) equipment on a system platform that is currently supported by the Manufacturer and represents the current “Go to market” platform for the manufacturer for our solution requirements. Solutions that will be End of Sale, End of Life, or End of Service at implementation or within three (3) years of implementation, will not be considered.

1.4.2 Client will expect vendor to reuse elements of the current telecom infrastructure as follows:

1.4.2.1 Vendor is required to upgrade any such system including the cost for hardware/software/labor to upgrade the system to the current software release, hardware platform and specifications, and integrating it with the rest of their system without the involvement of Client or other Client vendors. All
work on the existing/retained hardware must be performed by technicians certified on such equipment that are employed by a value-added reseller (VAR) in good standing of that hardware and software.

1.4.2.2 Additionally, this upgrade and integration must maintain all current system programming and capabilities.

1.4.3 Client wishes to use its existing virtualization environment to the degree possible to support Avaya applications, both to reduce dedicated servers and to leverage the City's existing investments and capabilities. See Section 3 in this Attachment J for a description of that environment and Section 5 for the requirement.
2 VENDOR INSTRUCTIONS FOR RESPONSE

This RFP is not an offer by Client to enter into a contract under these or any other terms. Client shall have the right to make its selection decision on any basis, in its sole discretion. All costs for proposal preparation are the responsibility of the Vendor. RFP responses are bound by California Public Records Act and may not be marked as confidential.

2.1 INTENT TO BID

Vendors must notify Client of their intention to bid, or not to bid, on or before January 7, 2020. You should use the form below for your Intent to Bid and it may be copied into an email response to Butch Lavin, Senior Systems Analyst, at blavin@cityofberkeley.info Contacts listed. Additional information and Addendum communications will be delivered to the contacts delineated in the Intent to Bid. This information will include existing Avaya system diagrams and the Avaya QPR report on all Avaya components purchased and licensed in 2013.

<table>
<thead>
<tr>
<th>Vendor Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales representative name, telephone number and email address:</td>
</tr>
<tr>
<td>Technical advisor name, telephone number and email address:</td>
</tr>
<tr>
<td>State the Manufacturer, Service Provider, or System Vendor intends to propose: Avaya</td>
</tr>
</tbody>
</table>

2.2 BIDDER’S CONFERENCE AND VENDOR QUESTIONS

The City does not anticipate that there will be a bidder’s conference for this RFP. Rather, Vendors should direct all questions in email to the Contacts listed in the RFP.

2.3 RFP RESPONSE FORMAT

2.3.1 RFP Requirements (Attachment J) Word document is a Mandatory Response document. This document should be reviewed closely for vendor to engineer a solution that is fully compliant. Each question must be answered for the vendor submission to be considered responsive.

2.3.2 Schedule A (Attachment K) Excel document Pricing Worksheet is a Mandatory Response document. Instructions for completing this form is included in the spreadsheet in text boxes or Comments that appear when you hover your cursor over the title of a row or column. Each cost item must be completed in order to be considered responsive.

2.3.3 Bill of Material – Vendor must also provide an itemized Bill of Material (BoM) detailing parts, quantities, model numbers, and list price organized in a similar fashion to Schedule A but on Vendor’s normal proposal documents. Vendor must ensure that the total cost on the Bill of Material matches the Schedule A. Vendor should include Pro Forma calculations for Sales Tax, Shipping, other Taxes, and Regulatory/Usage Fees on their BoM.

2.3.4 Attachments – Vendors should respond with the Attachment J (this Word document, with vendor responses as described below) and with Attachment K (Schedule A, completed) and the BoM in electronic, searchable form, by providing files in a USB “thumb” drive with your response. Please use file names that use the section number and/or document name listed in the Attachments.

2.3.5 Appendices/Brochures – The RFP Requirements response document and RFP Schedules must stand without appendices or reference to brochures, or technical documents, and these additional documents will not be read as part of the evaluation.
2.3.6 Vendor should respond in the Word and Excel documents provided, with inline responses. Where the option is given, Vendor should respond to each question with its stated compliance, choosing from the following options:

- **Comply & Included** - Feature/Functionality is included in the proposed solution and price.
- **Partial Comply & Included** - Feature/Functionality is included in the base pricing provided, and generally (though not exactly) provides the functionality requested. Explanation of deviance from requested description is provided in the response.
- **Optional Cost, Not Included** - Feature/Functionality is available at additional cost, and is not included in the base price for the proposed solution. Pricing is defined on Schedule A in the Options section at the bottom of the spreadsheet.
- **Do Not Comply** - Feature/Functionality is not available in the proposed solution.

2.3.7 Responses should be stated in the body of the document following the specific questions. Please indicate your compliance (use the provided check boxes - click on the correct box to change it to ☒) and provide the requested response underneath the compliance line and in BLUE. The following styles below have been created for your convenience. Please note your compliance in bold and explain or answer additional questions on the next line. The document will automatically insert a line with “Response Description” style set if you put your cursor at the end of the Response line and press [Enter].

<table>
<thead>
<tr>
<th>Response:</th>
<th>☐ Comply &amp; Included</th>
<th>☐ Partial Comply &amp; Included</th>
<th>☐ Optional Cost, Not Included</th>
<th>☐ Do Not Comply</th>
</tr>
</thead>
</table>

**Response Description** – Vendor should answer the question, explain compliance or describe their solution on the next line, still in blue, but not bolded. Where a blank line is not provided already, the correct Style can be obtained by hitting [Enter] at the end of the “Response:” line above.

It is important to note that any material modification to the questions in this RFP by the Vendor will result in immediate rejection of that proposal. Do not add or delete rows or columns, change formulas, or re-label any cell in the Excel documents. If an error in the RFP is noted, please bring it to Communication Strategies’ attention as soon as possible.

### 2.4 Responsiveness and Compliance

2.4.1 RFP responses may be disqualified if they do not meet the RFP requirements; upon review of any workaround or alternate strategy recommended by the Vendor. Disqualification is not automatic and may be tempered by the overall compliance of the proposed solution, at Client’s sole discretion. If a Vendor responds as compliant, and it is later discovered that a Vendor is non-compliant to one of the RFP requirements, Vendor will be considered to be in material breach of contract, and Client will have access to all remedies provided by the contract, this RFP, and rule of law, including cancellation of the contract with a full refund. Vendor may (within reason) submit a written response/answer to any of the following sections prior to the official due date and the evaluation committee will determine if your response will be considered materially compliant to the requirement if there is ambiguity.

2.4.2 Pricing must be provided for each element in the RFP and any proposal that does not provide pricing in the base price or optional price section (as defined by Schedule A) will be considered non-responsive and may be excluded from consideration. If Vendors require any further information or discovery in order to respond, it is important that they provide all questions as early as possible in the RFP process to allow Client to research and reply. Pricing must be turnkey including discovery, design, implementation, integration, testing, training, hardware and software. Any responses along the lines of “Further information is required to provide firm pricing”, or “Pricing will be provided upon further discovery” will be considered non-compliant.

<table>
<thead>
<tr>
<th>Response:</th>
<th>☐ Comply &amp; Included</th>
<th>☐ Partial Comply &amp; Included</th>
<th>☐ Optional Cost, Not Included</th>
<th>☐ Do Not Comply</th>
</tr>
</thead>
</table>

Response:
2.5 **Add/Delete Schedule – On Schedule A**

2.5.1 Add Schedule – Client desires ongoing discount pricing from the Vendor and Manufacturer/Distributor as a requirement of this RFP. Understanding that the Vendor and Manufacturer may be able to secure ‘special’ up front discounted pricing for equipment purchased in conjunction with the upgrade, we have added an Add/Delete schedule to **Schedule A** near the Total rows halfway down the document. Discount from List Price should cover both Specified and Non-Specified items.

2.5.2 Delete schedule – Equipment/Software/Licensing/etc. that is purchased but not required for the project should be returned for full credit by the Vendor through prior arrangement with the Manufacturer/Distributor. Vendor can assume that any equipment returned will be shipped at Client cost and in unopened boxes. Returned software and licensing will be de-provisioned from the Solution as required by the Vendor. Client does not expect such returns as part of this project.

2.5.3 List Price – The current (or future) Published List Price for the line item as determined from the Bill of Material or from published Price Lists that are available to the Vendor.

2.5.4 Pre-cutover Discount % – should include hardware/software/licensing/etc. costs that can be added or deleted during the installation process, prior to final Cutover Acceptance, and closure of the project.

2.5.5 Post-cutover Discount % – should include discounted pricing from manufacturer’s list pricing for hardware/software/licensing costs that would be added or deleted after the Installation Cutover and Formal Acceptance. These discounts should remain valid for five (5) years after cutover, barring pricing changes or product discontinuance from the Manufacturer that are beyond its control.

2.5.6 Specified Items – During the contract term including all renewal periods, the successful bidder shall sell all specified items to Client at either the discounted rate as calculated from the Manufacturer List Price and discount % shown on the Vendor’s Bill of Material or discounted from the actual Manufacturer List Price at the time of subsequent purchase, whichever is lower.

2.5.7 Non-Specified Items – During the contract term, including all renewal periods, the successful bidder shall sell all non-specified items to Client at the Manufacturer Published List Price in effect at the time of the bid or the List Price in effect at the time of the order, whichever is lower, less the discount offered in the original bid for similar equipment. Non-specified items include items that are in the published price lists for the successful bidder’s entire product line, but are not listed in Schedule B. Discount % should be noted on the row provided in Schedule A.

2.5.8 Labor rates shall remain firm for twelve (12) months after the award of the contract at the rates shown on Schedule A, and then constrained to not exceed the inflation rate as defined by the CPI.

Response: □ Comply & Included □ Partial Comply & Included □ Optional Cost, Not Included □ Do Not Comply

Response:

2.6 **Recommended Optional Upgrades**

In answering this type of Request for Proposal, Communication Strategies recommends that Vendors provide pricing on the minimum cost alternatives that allow for full compliance with the RFP. However, we would be interested to know what options or upgrades you would recommend to your base configuration. Please name, define, describe, and price each upgrade that you would recommend in your hardware, software, or feature functionality. Use the response area below for your description of any recommended optional upgrades. Please place the brief title and price for these in the applicable section of Schedule A, replacing the text <Recommended Vendor Option> and entering the information requested.

Response: □ Comply & Included □ Partial Comply & Included □ Optional Cost, Not Included □ Do Not Comply

Response:
3 CURRENT INFRASTRUCTURE AND ENVIRONMENT

For each section below please respond with the intended upgrade to meet the goal of fully-supported hardware and software. If the solution is non-compliant with any section below, please copy a Response line beneath the section and explain the non-compliance. If there are no notes under a section, it will be understood to be “Read, Understood and Comply & Included”

3.1 VOICE INFRASTRUCTURE

The telecommunications platform at the City of Berkeley is the Avaya Aura® system for telephone (Voice over IP – VoIP), voicemail, call center and related functionality along with the Calero (formerly Veramark) eCAS call accounting system.

Current Telecommunications Systems

The City owned Avaya Aura servers and licensed applications include a range of components that were installed in late 2013, which have not been upgraded. As noted in the table below, these components have passed, or are nearing, end of manufacturer software support and hardware support. The table summarizes the core systems and installed release, the associated hardware servers (generally the line below each application), the counts of licenses by type, the manufacturer (Avaya) current support for the installed release known to the City, and the latest available release known to the City. (NOTE: City will send to Authorized Avaya VARs who provide an Intent to Bid the Avaya “Quote Preparation Report” for the purchased Avaya components.)

In addition to the components listed in the table, the City is licensed for system monitoring and remote support (Avaya SAL Gateway, being upgraded to R3 in late 2019) and the Calero VeraSMART eCAS call accounting system.

<table>
<thead>
<tr>
<th>Systems &amp; Installed Release</th>
<th>Counts by Types/Locations</th>
<th>Current Support *</th>
<th>Latest Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avaya Aura® Session Manager</td>
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<tr>
<td>Avaya Aura® Systems Manager</td>
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</tr>
<tr>
<td>System Description</td>
<td>Public Safety Department Details</td>
<td>End of Life Details</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>DL360G7 server</td>
<td>1 at Public Safety for AAM</td>
<td>6/17/2015: EOMHS, 6/17/2021: EOSPS</td>
<td></td>
</tr>
<tr>
<td>Avaya Aura Call Center Elite R6.3</td>
<td>70 Elite agents (concurrent), 20 Supervisors</td>
<td>6/12/2017: EOS, 7/9/2018: EOMSS</td>
<td></td>
</tr>
<tr>
<td>Virtual Linux server</td>
<td>1 at Public Safety for Elite</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virtual Windows Server 2008</td>
<td>1 at Public Safety for WFO CR, CDR</td>
<td>&lt;requires OS upgrade&gt;</td>
<td></td>
</tr>
<tr>
<td>Netra X4270 server</td>
<td>1 at Public Safety for CMS</td>
<td>6/3/2016: EOMHS</td>
<td></td>
</tr>
</tbody>
</table>

*Note: EOS = End of Sale; EOMSS = End of Manufacturer Software Support; EOMHS = End of Manufacturer Hardware Support; EOSPS = End of Services Parts Support; TESS = Targeted End of Services Support. Source: Avaya Lifecycle Summary Matrix, October 25, 2019 (https://downloads.avaya.com/css/P8/documents/100172510)*

The Avaya telecommunications infrastructure, as summarized above, includes additional components for: call recording (intended for training call center agents, though not presently implemented), system monitoring and remote support (Avaya SAL Gateway, being upgraded from R2.5 to R3 in late 2019), and Avaya Workforce Management (WFO) R11.
As shown in diagrams that will be provided to vendors providing an Intent to Bid, the City’s Avaya geo-redundant core platform is located in the Public Safety data center and City Hall data center, and communicates with the other City sites over a combination of Metro Fiber Connection (20 Gbps) and AT&T Fiber (20 Mbps). VoIP phones use H.248/H.323 signaling. The WAN & LAN were programmed for quality of service (QoS) in 2013, and there have been no reports of call quality issues. Trunking for inbound/outbound calling to/from the PSTN is by 8 ISDN-PRI trunks at Public Safety to AT&T and 3 ISDN-PRI trunks at City Hall to AT&T.

### 3.2 Locations and Branches

City departments are located at thirty-nine (39) sites in Berkeley, providing office space for 1353 staff. Fifteen (15) of those sites have Avaya infrastructure (servers and/or gateways) as shown in the diagrams above and listed in the table below, while twenty-four (24) sites are served solely over the WAN with no local gateway. Generally, most sites use the Avaya 9611G Voice over IP (VoIP) telephone stations, which is now End of Sale from Avaya; the City continues to purchase these stations in the refurbished market.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Avaya Infrastructure</th>
</tr>
</thead>
</table>
| Public Safety Data Center | 2100 Martin Luther King Jr. Way Berkeley, CA 94703 | DL360G7 server  
G450-01 (with redundant power supply)  
G450-02 3-MM710 2-MM716  
Aura Messaging Applications server AAM01  
Aura Message Storage server AAMMSS  
Avaya Application Enablement Services R6  
Avaya Web License Manager  
Avaya Call Center Elite  
Avaya CMS R16.3  
Avaya System Manager R6  
Avaya Secure Access Link 2.5  
Calero eCAS |
| City Hall    | 2180 Milvia Street Berkeley, CA 94704 | DL360 CM2  
Avaya Enterprise Survivable Servers (ESS) with: Aura Messaging Applications server AAM02, Aura Session Manager, Aura System Manager, and Avaya Application Enablement Services #3  
G450-03 S8300D (with redundant power supply) |
<p>| Customer Service Center | 1947 Center Street Berkeley, CA | G450-05 |</p>
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Processor Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Yard</td>
<td>1326 Allston Way Berkeley, CA 94702</td>
<td>G430-06 with S8300D Local Survivable Processor (LSP)</td>
</tr>
<tr>
<td>Central Library</td>
<td>2090 Kittredge Street Berkeley, CA 94704</td>
<td>G450-07 with S8300D LSP</td>
</tr>
<tr>
<td>Police Traffic Substation</td>
<td>2100 Martin Luther King Jr. Way Berkeley, CA 94704</td>
<td>G430-08 with S8300D LSP</td>
</tr>
<tr>
<td>Public Health Clinic</td>
<td>830 University Avenue Berkeley, CA 94710</td>
<td>G430-09 with S8300D LSP</td>
</tr>
<tr>
<td>Mental Health Clinic</td>
<td>1521 University Avenue Berkeley, CA 94703</td>
<td>G430-10</td>
</tr>
<tr>
<td>Fire Station 1</td>
<td>2442 Eighth Street Berkeley, CA 94710</td>
<td>G430-11 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 2</td>
<td>2029 Berkeley Way Berkeley, CA 94704</td>
<td>G430-12 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 3</td>
<td>2710 Russell Street Berkeley, CA 94705</td>
<td>G430-13 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 4</td>
<td>1900 Marin Avenue Berkeley, CA 94707</td>
<td>G430-14 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 5</td>
<td>2680 Shattuck Avenue Berkeley, CA 94704</td>
<td>G430-15 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 6</td>
<td>999 Cedar Street Berkeley, CA 94710</td>
<td>G430-16 with S8300D LSP</td>
</tr>
<tr>
<td>Fire Station 7</td>
<td>3000 Shasta Road Berkeley, CA 94708</td>
<td>FG430-17 with S8300D LSP</td>
</tr>
</tbody>
</table>
3.3 VIRTUAL SERVER ENVIRONMENT

The City has migrated core Avaya services (CM and Session Manager) to the City-owned Nutanix environment running under the Nutanix AHV, which is built on KVM. The City has migrated other Avaya services (System Manager and AES) to the City-owned VMWare 6.0 environment. City intends to migrate all virtual servers that are now on VMWare to Nutanix, including virtual Avaya servers (see Section 5 Requirements). The City virtual server environments are located in both the Public Safety data center and the City Hall data center, and both data centers have available processor and memory capacity in these virtual server environments.

3.4 DISASTER RECOVERY DATA CENTER

The City has its primary data center at Public Safety (PS). The City Disaster Recovery (DR) plan calls for redundancy of key systems to be established at the City Hall (CH) data center.

3.5 WAP PUBLIC ADDRESS ANNOUNCEMENTS

The City has Ubiquiti Unifi UAP-AC-EDU wireless access points (WAP) which include public address (PA) speakers accessible as a SIP client. These devices are not Multicast capable. These devices currently only support the SIP protocol.
4 VENDOR RFP AUTHORIZATION

To receive consideration, proposals shall be made in accordance with the following general instructions:

4.1.1 The signature of all persons signing the proposal shall be in longhand and the primary signer shall have the authority to bind the proposer to the offer. The completed proposal shall not alter the questions and specifications provided, nor add/delete/modify the text provided in the RFP request.

4.1.2 The submission of a proposal shall be an indication that the proposer has investigated and fully satisfied themselves as to Client’s requirements and site conditions that will be encountered, and the scope of the work to be performed.

4.1.3 The pricing provided by this proposal is all-inclusive pricing for the turnkey installation of the solution proposed, including but not limited to all discovery, design, implementation, integration, testing, training, trouble shooting, hardware, software, and licenses. Pricing must remain valid for ninety (90) days after RFP response due date.

4.1.4 This RFP, your response to the RFP, Appendices, Schedules, Addenda and written modifications to the RFP requirements will be incorporated into the final contract as indicative of the overall scope of work under which you are awarded the contract (and as a material inducement for Client to enter into contract), further defining the contractual responsibilities of the Vendor.

Full Legal Name of Vendor:
Signer’s Name and Title:
Address:
Phone #:
E-Mail:
Contractor’s License Number and/or Federal ID #:

The following individual is an authorized officer of the company with the authority to commit the company to the terms and requirements of this RFP. This individual, or their agent, has had the opportunity to review this Request for Proposal and asserts compliance with the requirements therein; except where noted otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and make an Offer to Contract according to the terms of the RFP response:

__________________________________________   __________________________
Signature Authorizing Vendor RFP Response            Date

Physical or Electronic signature is required.
5 REQUIREMENTS AND OPTIONS

Vendors should respond to each section, providing an explanation and/or description where requested.

5.1 AVAYA UPGRADE - MANDATORY

5.1.1 The City requires that all Avaya components listed and referenced in Section 3 Infrastructure and Environment be upgraded to fully-supported Avaya hardware and to the latest Avaya software versions and licenses (e.g., end user licenses to convert “Foundation”) that are at general availability (GA). This must include all components to provide core voice infrastructure geo-redundancy (including calling, call center, and voicemail) for Disaster Recovery (DR). Vendor can assume that City is under Avaya Support Advantage and Avaya Upgrade Advantage. Vendors should provide pricing for the necessary equipment, software, and licenses where shown in Schedule A.

5.1.2 To the extent possible, Vendor must use the City’s virtual environment (Nutanix AHV, which is KVM compatible at both Public Safety and City Hall - see Section 3) for all Avaya and related functionality in their proposal. Vendors should list all the necessary virtual server requirements (e.g., operating environments, processor cores, processor memory, and hard disk) in the response area below. Where a required capability cannot be migrated into the City’s virtual environment, Vendor should note this in the response area below and must provide Avaya-approved and Avaya-supported dedicated servers, operating systems and virtualization, and upgraded software as required to provide the proposed capability.

5.1.3 Vendor must provide a full Bill of Materials (BOM) for all upgraded and new components. Vendor is asked to add to the BOM the complete list of re-used and/or upgraded Avaya hardware/software/licensed components, listing those as “Retained” in the price, so that Customer has a complete BOM of the resulting upgraded system. Vendor should note in the BOM the announced End of Sale, End of Life, and End of Service dates, and in any event, must not propose any new or retained/upgraded equipment or software that is within five (5) years of End of Service.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

5.2 CALERO ecAS UPGRADE -MANDATORY-

5.2.1 The City requires that the Calero VeraSMART eCAS call detail system be upgraded to the latest software version that is at general availability (GA). Vendor should move Calero into the City’s virtual environment if possible. Vendor should provide pricing where shown in Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

5.3 E911 - OPTION

5.3.1 The City currently routes 911 and 9-911 calls over six (6) analog trunks connecting to the City Police Department’s West Intrado VIPER® 9-1-1 Call Handling system, which supports the City’s 911 Public Safety Answering Point (PSAP) dispatch. This system does not provide the caller’s address or location (e.g., building floor) to the PSAP and does not provide real-time notification of 911 calls to other City or site/building staff. The City desires an upgrade to the E911 capability on the Avaya system that provides all of the following:

5.3.1.1 911 and 9-911 calling to the PSTN from all live stations
5.3.1.2 911 or 9-911 calls complete to the PSTN under standard operating conditions via telco ISDN-PRI, or via SIP trunking (Option below), with the calling number shown as the full 10-digit DID (if that station has a DID #) or else as an ELIN DID # that is specific to the site location of the phone dialing 911.
5.3.1.3 911 or 9-911 calling station site location is required to the address/building/floor level of granularity for all stations, where the system provides site location based on the station VLAN subnet / IP-address range and associates an ELIN DID # with that network site location. Vendor can assume that telco will host the PS-ALI database.

5.3.1.4 911 or 9-911 calls complete to the PSTN under WAN-connectivity failure conditions via two (2) 1MB “copper” analog lines connected to that site’s gateway.

5.3.1.5 When 911 or 9-911 calls are dialed, the system will immediately send an email to a distribution list specific to that site, which email contains information that this is a 911 call, the calling number, and site location (if available).

5.3.1.6 When 911 or 9-911 calls are dialed, the system will immediately notify front-desk staff at the location specific to that site/building, using a PC application, SMS text, and/or automated phone call.

5.3.1.7 Callbacks from the PSAP will be routed to the DID # that called 911, or as needed to the ELIN DID # associated with that call, under standard operating conditions, or will be received at either of the two (2) 1MB “copper” analog lines under WAN-connectivity failure conditions (in that case routing the incoming PSAP call to the station that dialed 911 – if possible – otherwise to a number designated for that site).

5.3.1.8 Vendors should add this 911 capability to all sites, add to the BOM as necessary, and provide pricing for the necessary equipment, software, licenses, installation, and testing where shown in Schedule A.

Response:  ☐ Comply & Included  ☐ Partial Comply & Included  ☐ Optional Cost, Not Included  ☐ Do Not Comply

5.4 SIP TRUNKING - OPTION

5.4.1 The City desires an option that would replace existing ISDN-PRI PSTN access with new SIP trunk services (SIP telco services are not a part of this RFP). City desires a primary SIP connection (100 call paths) at the Public Safety data center and a secondary SIP connection at the City Hall DR site (100 call paths on failure of the primary). City may retain some ISDN PRI PSTN for tertiary failover in the event both primary and secondary SIP have failed or all SIP trunks are busy. Vendor should assume that two (2) new, redundant session boarder controllers are required, each licensed for 100 call paths. Vendor will install the new SBCs, validate operation, and then port PSTN services from ISDN-PRI to the new SIP services (City is responsible for telco orders and coordination), validating PSTN and E911 emergency calling. Vendor will work with the City’s selected SIP service provider to establish automated SIP failover and automated fail back for both inbound and outbound calling under circuit and SBC failure conditions, which will be tested in user acceptance testing (UAT). Procurement of the actual Telco SIP services will be coordinated by City under a separate effort. Vendors should provide pricing for the necessary hardware and software upgrades, installation, testing, and porting where shown in Schedule A.

Response:  ☐ Comply & Included  ☐ Partial Comply & Included  ☐ Optional Cost, Not Included  ☐ Do Not Comply

5.5 AVAYA EXPERIENCE PORTAL - OPTION

5.5.1 The City desires an option that would add Avaya Experience Portal so that future IVR applications could be added using Vendor’s professional services. For instance, City has an IVR service now that provides self-service scheduling for building inspections, integrating with the Accela building permits software. While that integration is beyond the present scope, it is the type of IVR capability that the City would like to have in the future. Vendors should provide optional pricing for an eight (8) port system, including the necessary equipment, software, licenses, installation, testing, and cutover services where shown in Schedule A.
5.6 **UPGRADE VOICEMAIL TO OFFICELINX - OPTION**

5.6.1 The City desires an option that would replace the existing Avaya Aura Messaging (AAM) used for voicemail to all staff with Avaya’s go-forward Officelinx platform. Voicemail box programming would need to be brought across, but existing greetings and recordings would not need to be migrated. Voicemail must be integrated with Office 365 Exchange email for Unified Messaging (UM) for approximately 1400 staff. Vendors should provide optional pricing for the necessary equipment, software, licenses, installation, migration, testing, and cutover services where shown in Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included □ Do Not Comply

Response:

5.7 **DEDICATED SERVERS - OPTION**

5.7.1 The City desires an option that would upgrade and/or replace the dedicated Avaya servers with new Avaya-certified and dedicated servers to support all of the proposed applications, including core voice infrastructure geo-redundancy at the Public Safety and City Hall datacenters. With this option, all Avaya and related applications would be removed from the City’s Nutanix AHV and VMWare virtual server environments, and from any no-longer-supported Avaya servers, and migrated with all programming to the upgraded and/or new servers being proposed. Vendors should list the necessary server components in the response area below and include pricing in the options section of Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included □ Do Not Comply

Response:

5.8 **WAP PUBLIC ADDRESS SIP INTEGRATION**

5.8.1 The City desires an option that would allow live voice, public address (PA) announcements from selected Avaya phones by means of a SIP client integration to the City’s Ubiquiti Unifi UAP-AC-EDU wireless access points. Vendors should reference the Ubiquiti Unifi manual at: [https://dl.ubnt.com/guides/UniFi/UniFi_Controller_V5_UG.pdf](https://dl.ubnt.com/guides/UniFi/UniFi_Controller_V5_UG.pdf) where on p.52 where it states in part “You can configure the UAP-AC-EDU as a SIP client to use it as an extension of a SIP phone system”...). Vendors should assume that there will be paging groups in at least forty (40) building locations, and that individual paging groups may have more than thirty-two (32) WAPs. If such a SIP client integration is possible, Vendors should state whether paging groups can be a mix of WAPs (SIP clients) and 9611G speakerphones (H.323). Vendors should provide pricing, including discovery, design, integration, testing, and additional administrator training as required for City to support the stated WAP PA SIP integration in the options section of Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included □ Do Not Comply

Response:
5.9 **AVAYA MAINTENANCE AND UPGRADE SERVICES - MANDATORY**

5.9.1 The City requires ongoing three (3)-year to five (5)-year, annually-renewed Avaya support (Support Advantage Preferred) and software assurance (Upgrade Advantage Preferred), and similar services for the Calero eCAS system, for ongoing 24x7x365 monitoring and trouble response, 8x5xNBD parts replacement, and software upgrades for all Avaya equipment and software. Vendor should provide a URL link in the response and/or attach a copy of Avaya’s and Calero’s agreement(s) for maintenance services. Vendor should also provide a URL link or attach a description of the services and any associated service-level agreements (SLAs), such as: ticket escalation and Tier 3 troubleshooting, software assurance (SA), etc. Vendors are asked to quote these services for two different terms – 3-year and 5-year – and should provide the annual costs for each of these terms where shown in Schedule A, assuming that the City will execute an agreement per the “Comments/Notes” in the relevant title cells of Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

5.10 **VENDOR MAINTENANCE AND SUPPORT SERVICES - OPTION**

5.10.1 The City is interested in the maintenance and support services available from the Vendor that augment the Avaya maintenance services. Vendor should provide a URL link to and/or attach a copy of its proposed agreement(s) for maintenance services. Vendor should provide a URL link or attach a description of the services and any associated service-level agreements (SLAs), such as: Tier 1 help desk, Tier 2 troubleshooting, Avaya maintenance escalation, pro-active monitoring, pro-active remote service, Moves/Addrs/Changes, etc. Vendor should include their own ongoing services that will provide the City periodic (e.g., at least quarterly) updates on upcoming manufacturer end of support announcements, proposed upgrades and “dot” releases, and status/performance of ongoing break/fix activities. **Vendor must include coordinated annual Disaster Recovery (DR) testing with the City.** Place the annual cost of these services in the options section of Schedule A where shown. Use the <Recommended Vendor Option> line(s) if any of these services are separately priced.

Response:  ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

5.11 **VENDOR PROFESSIONAL SERVICES FOR CALL CENTER - OPTION**

5.11.1 The City uses Avaya Call Center Elite in four departments: Customer Service 311; Health, Housing & Community Services; Information Technology; and Planning & Development. The City desires the vendor to review the existing call flows and work with each department to possibly modify call flows, including potentially adding expected wait time (EWT – now used only in Customer Service 311), call recording (not presently in use), and supervisor dashboards (not presently in use). As well, two departments are interested in reviewing their use of Avaya AUX codes, possibly adding more codes, and improving their use of CMS reporting, possibly adding more customized reports. Vendors should describe their capabilities to support these reviews, to program Avaya Call Center Elite and CMS, and to provide departments training in use and first-level self-administration (e.g., creating reports). Vendors should provide pricing for eighty (80) hours of such professional services where shown in the options section of Schedule A.

Response:  ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:
5.12 VENDOR PROFESSIONAL SERVICES - GENERAL - OPTION

5.12.1 The City desires the vendor to provide ongoing, just-in-time technical support, configuration / programming, and training services (e.g., Call Center, Call Recording, WFO, and CDR) so that City staff are supported in the best use of the systems and configuration of the Avaya platform to meet evolving telecommunications. Vendors should provide pricing for “buckets of hours” for additional professional services, where shown in the options section of Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

5.13 VENDOR ASSESSMENT SERVICES - OPTION

5.13.1 The City desires the vendor to provide a one-time assessment and review of the City’s use of Avaya and Calera features, and provide advice to the City of available features that it may want to implement, deploy, and support. Vendors should provide pricing where shown in the options section of Schedule A.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:
6 INSTALLATION AND SUPPORT

Vendors should respond to each section, providing an explanation and/or description where requested, showing their understanding and agreement for required planning, installation, testing, cutover, and acceptance procedures to be followed upon award of contract (Successful Vendor).

6.1 UPGRADE PLAN - MANDATORY

6.1.1 The Successful Vendor will develop (upon award of contract) an upgrade plan to be approved by the Customer, identifying the tasks the Vendor will perform and the tasks Client is expected to perform to successfully implement the new system, including a user acceptance test (UAT) plan and a backout plan. Cutover and testing for any upgrades that cause service outages will be after business hours at times agreed to with the Customer. The upgrade plan should provide for a full backup of customer data before the upgrade(s). Please describe any major expected customer downtime in the response area below.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

6.2 INSTALLATION - MANDATORY

The Successful Vendor is required to meet the following installation/upgrade requirements. Plans and charts do not need to be created at this time.

6.2.1 Responsibility - The Successful Vendor is solely responsible for the complete turn-key implementation of the upgrade and all component hardware, software, services, and labor. Vendor may designate their affiliates (including sub-contractors, Service Provider, and Manufacturer), but Vendor remains responsible. Furthermore, Client is not responsible for the installation of the upgrade.

6.2.2 Single Point of Contact – Successful Vendor will provide a single point of contact for all work. The Successful Vendor shall appoint a Project Manager for the duration of the project. The Project Manager will be subject to Client approval.

6.2.3 Telco Coordination – Client or Communication Strategies will coordinate the ordering of any and all PSTN, WAN, and internet facilities, while vendor is responsible for coordinating with telco on installations and testing.

6.2.4 Installation – Successful Vendor will be responsible for placement and installation/upgrade of all servers, software, gateways, and all other quoted/supplied hardware and software that is included in the response.

6.2.5 Interconnection – Successful Vendor will be responsible for interconnection of all newly supplied equipment, including patch cords, patching, cross-connecting, plugging, Telco terminations, specialty wire harnesses, Amphenol tails, toning of analog cable, any required analog station patch panels or termination blocks, and any additional cables or wires required to connect the new telephone system to Client’s house cable.

6.2.6 Software Version – Successful Vendor will implement the most recent and stable version of all supplied software. If the manufacturer releases a software update to fix flaws, bugs, or security during the installation timeframe the Vendor will update Client’s system at the earliest reasonable opportunity during a scheduled maintenance window. This maintenance window will be scheduled after hours for service impacting upgrades to an operational and partially deployed system at no extra cost to Client.

6.2.7 Security – Client always requires that security compliance protocols be followed. This may require some or all of the following:

6.2.7.1 Vendor employees being escorted to all work areas on Client premises;
6.2.7.2 Examination and certification of installed systems, programs, applications and platforms (possibly in a PoC or Sandbox environment) for compliance with Client security requirements and protocols;

6.2.7.3 Individual background checks of Vendor/Manufacturer/SP employees working on solution installation;

6.2.7.4 Other factors deemed necessary by Client CISO and management.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

6.3 TESTING (UNIT TESTING / DISASTER RECOVERY TESTING)

6.3.1 **SIT and UAT** – 1 to 2 weeks prior to UAT testing, Successful Vendor will complete Unit Testing (UT) of individual solution components, as well as System Integration Testing (SIT) between various parts of the provided solution and the Client provided network. SIT should follow Vendor/Manufacturer/Service Provider best practices but be at least as comprehensive as the UAT test plan to ensure that UAT testing will be successful. Successful Vendor will test all installed equipment to manufacturer and vendor supplied test plans and correct all defects prior to UAT.

6.3.2 **UAT** – Successful Vendor, Communications Strategies and Client will create a User Acceptance Test (UAT) plan that confirms the operation and resilience of all applications to the requirements specified in the RFP. **UAT will also validate system redundancy and system failure notifications for full Disaster Recovery (DR) testing.** To the extent possible and reasonable, UAT tests will be done before cutover, where vendor will establish test phones and programming for testing basic functionality. To the extent necessary, UAT will then be done immediately post-cutover to confirm proper operation.

6.3.3 Successful Vendor shall have a lead technician and adequate support staff onsite and available for UAT system testing at least 1-2 weeks prior to going live with the Solution.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

6.4 CUTOVER COVERAGE

6.4.1 Cutover to the new Solution should not impact users during Client’s normal working hours, or disrupt usage of the current telephone platforms. Cutovers will therefore need to be completed after hours for service-impacting events.

6.4.2 After reasonable punch list items are resolved, additional issues will be moved to an exception list and will be tracked by Successful Vendor with an action plan, responsible person, and deadline for completion. Vendor will provide daily updates on the remaining exception list items.

Response: ☐ Comply & Included ☐ Partial Comply & Included ☐ Optional Cost, Not Included ☐ Do Not Comply

Response:

6.5 TRAINING

6.5.1 Three (3) City staff will require system administration training on all Avaya systems and Calero eCAS. Administrators should be provided “run book” procedures, including a full orientation on the applications and tools they will need to use for ongoing adds/moves/changes, basic system monitoring/troubleshooting, and systems reports.

6.5.2 End-user training materials will be provided by Vendor in editable soft format, including station and voicemail cheat sheets and/or quick start guides.
6.6 SYSTEM ACCEPTANCE AND DOCUMENTATION

System acceptance will be defined as follows:

6.6.1 All equipment delivered and installed. All core Solution applications and functionality deployed. Certain advanced features and applications may be deployed at a later time upon Client preference at the end of the project, in which case they should be installed and tested before System Acceptance.

6.6.2 All installation issues resolved to Client satisfaction.

6.6.3 Documentation representing the system “As Built” (including: an updated system diagram that included all major system components, virtual environment, and LAN/WAN connectivity – especially documenting the Disaster Recovery (DR) / redundancy components of the system; a full inventory of phones and users by location, and policy; and procedure documentation on system setup) is delivered and reviewed with Client. System Administrator and Help Desk training provided that will allow Client to manage the Solution.

6.6.4 Client may agree to system acceptance with a mutually acceptable exception list.