

CITY OF SAN RAFAEL
DIGITAL SERVICE & OPEN GOVERNMENT



Scope of Work ("SOW")

**Teams Phone Integration and Telephone System
Replacement**

Issue Date: **March 29, 2024**

Response Deadline: **April 25, 2024 - 4:30 PM Pacific
Daylight Time ("PDT")**

Vinh Van Pham, Digital Infrastructure Manager

Email: digitalbids@cityofsanrafael.org

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1. Introduction

A. About the City

The City of San Rafael is a California charter City incorporated in 1874 that operates under the Council-Manager form of government. A City Manager is appointed by the City Council and serves as the chief executive officer responsible for all municipal functions.

The City's legislative, administrative, and municipal services include: City Council; City Manager, City Attorney, City Clerk; Community Development; Finance; Fire; Human Resources; Library and Recreation; Parking Services; Police; Public Works, Sanitation District. The City's Information Technology services are provided under contract with the Xantrion Inc. The City employs approximately 400 full-time employees.

City facilities include a main campus City Hall, Public Safety Center, Downtown Library, Public Works, two police substations, six fire stations, three community centers, six childcare centers, and offices at two parking garages.

B. What We're Looking For

The City of San Rafael seeks to implement Microsoft Teams ("Teams") telephone solution with operator connect through a Microsoft approved integrator and operator. The City is currently using an aging End of Life and End of Support Shoreware voice-over IP ("VOIP") office phone system that is 14 years old, has technical issues, and does not meet the City' growing requirements. This project will require discovery, design, implementation, and training to support the City's migration from our legacy phone system to the new phone system.

Our goal is to have the selected vendor discover the needs of the City for the replacement phone system, design the solution based on those needs, implement the phone system and provide training for staff on using the new system. Below are some highlights that the implementation should include:

Phase 1: Discovery

- Audit of existing telephone lines by Department and determine which lines are active. Identify which lines can be deactivated and will not be part of the migration.
- Review staff needs by Department and determine phone types
- Review As-Is environment
- Inventory of existing lines by Department per user
- Identify standards for determining which roles get handsets and which rely on PCs and mobile devices
- Establish Department-level implementation plan
- Review needs for phone trees, call queues, and architecture of Citywide phone network
- Emergency Operations Center requirements
- Police, Fire, Public Works, Code/Building Inspectors, Parking Services – out in the field communication requirements

Public Safety requirements:

- Activation protocols for Emergency Operations Centers (EOC) with provisions for:

- Phone banking operations during emergencies
- Ability to route calls to external agencies or partners as needed
- Mobility options for setting up EOC operations at alternate city facilities or partner agencies
- Contingency plans for operating with limited or no Internet connectivity.
- Public Safety Center paging system (review if this is needed)
- Seamless call flow from Microsoft Teams to emergency response systems like VESTA and NextGen911

Phase 2: Design

- Develop implementation plan
- Develop phone network configuration
- Develop auto-attendants and call queues configuration
- Map phone lines and extensions to each user
- Create communications plan for City staff
- Migration timeline, citywide, per department

Phase 3: Implementation

- Purchasing and implementation of hardware for users
- Porting of existing Direct Inward Dialing (DID) numbers to maintain continuity.
- Migration of:
 - Fax lines as needed
 - Auto-attendants (phone trees)
 - Call queues
 - Migration of stored voicemails to preserve communication history
 - Transfer of call history data for continuity of records
 - Automatic holiday/city closure phone prompt
- Integration with Interactive Voice Response (IVR) systems for enhanced call management.
- Configuration of non-emergency lines to ensure reliable communication channels.
- Integration with other business systems such as Customer Relationship Management (CRM) software, email platforms, and productivity tools to streamline workflows.
- Customization options for features such as call routing, voicemail greetings, and IVR menus to meet specific business needs.
- Security measures such as encryption, authentication, and access controls to protect sensitive communications.
- Compliance with regulatory requirements such as General Data Protection Regulation, Health Insurance Portability and Accountability Act, or industry-specific regulations governing communications data.
- Reporting and analytics capabilities to track usage, identify trends, and optimize system performance.
- Scalability to accommodate future growth and expansion of the organization without significant disruptions.
- Accessibility features to ensure that the phone system is usable by individuals with disabilities in compliance with accessibility standards.

Phase 4: Training

- Departmental onboarding and training sessions to ensure smooth transition and adoption.
- User onboarding and comprehensive training programs tailored to various user levels.
- User support and helpdesk services to assist users with any issues or questions related to the new phone system.
- Training materials and resources for users to reference as they familiarize themselves with the new phone system.

Phase 5: Documentation, Decommission and Ongoing Support

- Provision of a comprehensive 5-year support warranty for ongoing assistance and troubleshooting.
- Establishment of an end-of-life migration path to facilitate future upgrades or transition
- Extract Shoregear VOIP hardware for City staff to recycle
- Provide as-built configuration and installation documentations

C. Contact

Vinh Van Pham, Digital Infrastructure Manager, digitalbids@cityofsanrafael.org

2. Current Technology Environment

In summary, the City has roughly 350 production IP phones in 8 remote facilities. In 2021, the City phone system serviced 20,0381 inbound calls, 136,902 outbound calls. The City is using ShoreTel 14.2 Build 19.44.7901.0 with Microsoft Server 2012R2 Standard as the operating system.

D. Summary of Existing VOIP Network

<p>361 VOIP Devices</p> <ul style="list-style-type: none"> • BB24 Button Box (11) • IP110 (56) • IP212 (2) • IP230 (174) • IP265 (8) • IP480 (4) • IP480G (34) • IP485G (5) • IP560 (60) • IP930D (7) 	<p>VOIP Switches</p> <ul style="list-style-type: none"> • 18 <p>Trunk Groups</p> <ul style="list-style-type: none"> • 15 <p>Hunt Groups</p> <ul style="list-style-type: none"> • 35 <p>1 paging system</p> <ul style="list-style-type: none"> • Public Safety Center 	<p>VOIP Server</p> <ul style="list-style-type: none"> • Operating System: MS Server 2012R2 Standard • Platform: Shoretel 14.2 Build 19.44.7901.0
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Table 1- Summary of VOIP network devices

City of San Rafael – Teams Phone Integration and Telephone System Replacement

Sites	# Devices	# Hunt Groups	Departments	Network Speed / Type
City Hall / Public Safety / Downtown Library Address: 1400 Fifth Ave	251	25	City Manager, HR, Fire, Police, Finance, Parking Services, Digital Service & Open Government, City Attorney, Economic Development, Community Development, Library, Sustainability, City Clerk	500Mbps / fiber
Public Works / Sanitation District Address: 111 Morphew Street	56	2	Public Works (Facility, Street, Parks), Sanitation District	500Mbps / fiber
San Rafael Community Center / Parkside Childcare Address: 618 B Street	19	2	Recreation	100Mbps / fiber
Al Boro Community Center / Pickleweed Library Address: 50 Canal Street	8	1	Library & Recreation	20Mbps / fiber
Fire Station 52 Address: 52 Union Street	8	1	Fire Department	20Mbps / fiber
Fire Station 57 Address: 3530 Civic Center Drive	7	1	Fire Department	10Mbps / fiber
Falkirk Cultural Center Address: 1408 Mission Avenue	7	0	Recreation	50Mbps / Business Class Internet (BCI)
Terra Linda Community Center Address: 670 Del Ganado Road	5	3	Recreation	20Mbps / fiber
Fire Station 54, 55, 56, and 58	0	0	Fire Department	50Mbps / BCI

Table 2 - Summary of city facilities

E. Current VOIP Network Design and Configuration

VOIP network is segmented into its own VLANs with DHCP for IP address assignments. City facility network egress points have a 1 megabit per second (Mbps) traffic reservation for voice. Voice traffic is tagged for priority on the city network infrastructure.

F. Wide Area Network (WAN)

The City's WAN is a hub and spoke technology. Providing the backhaul communication for the City's WAN is Marin Information and Data Access Systems (MIDAS), detail available on <https://godigitalmarin.org/marin-information-and-data-access-systems/>. The two main buildings, City Hall and Public Safety Center, act as a central communication hub for all city facilities. Their address listed below are connected via single mode fiber-optic.

1. City Hall (1400 5th Avenue)
2. Public Safety Center (1375 5th Avenue)

Comcast and ATT fiber internet services provide redundant connection at the central hub facilities. Remote city facilities and their respective network speed are listed in *Table 2 - Summary of city facilities*.

G. Local Area Network (LAN)

The City's current LAN is made up of a variety of managed 24/48-ports 1 gigabit per second (Gbps) Cisco switches. Network interconnects between core and distribution switches are 10Gbps or teamed of multiple 1Gbps ports. The City wireless environment is entirely made up of Cisco wireless access point, with an on-premises Cisco Wireless Lan Controller.

H. Information Technology Environment

The City's production servers are running on high availability virtual machine clusters at the Public Safety Center and Morphew. Below is a summary of the current server environment:

Datacenter – Primary data center is in the Public Safety Center equipped with battery backup and generator. The facility is hardened with physical security.

Email – The City uses Microsoft Office 365 for Email and Teams.

Internet – Redundant dual fiber Internet service from Comcast and ATT with max speed of 500Mbps at the Public Safety Center. A complete summary of city facilities and their respective Internet speed is outlined in *Table 2 - Summary of city facilities*.

I. Desktop Environment

The City has approximately 415 Windows 10/11 laptops and desktops.

J. Mobile Environment

The City has a mixed of Apple IOS and Android mobile devices. Using a combination of ATT and Verizon 4G/5G mobile broadband services.

3. Statement of Need and User Profiles

K. User Profiles

The City has identified the following user profiles who have different needs for the new unified telecommunications system at the City.

User Person	Business Needs	Technical Needs
Front Office Worker	Field calls from members of the public and route phone calls to appropriate staff	<ul style="list-style-type: none"> • Call flow control • Hunt group and work group • Ring pattern • Seamlessly transfer calls • IVR
Field Worker	Ability to conduct all phone calls and work on mobile devices from anywhere in the City at any time of day.	<ul style="list-style-type: none"> • Include all technical needs in Front Office Worker • Send and receive text with or without images • Voicemail with transcription
Back Office Worker	Include business needs in Front and Field Worker sections. Feature rich user experience.	<ul style="list-style-type: none"> • Include all technical needs in Front Office and Field Worker sections • Integrated with Email and Calendar • Host conferencing
Emergency Operations Worker	Managing an emergency call center, emergency public information office function.	<ul style="list-style-type: none"> • Include all technical needs in sections above • Maintain services without an internet connection • Phone banking • Rapid service setup and deployment in different locations

Table 3 - Summary of user profiles

4. Technology Preference

The City expects that vendors have successfully migrated a similar environment to Teams.

The City will only consider new (not used) equipment on the system platform currently supported by the manufacturer of such equipment and represents the current platform for the manufacturer for our solution requirements. End of Sale, End of Life, and End of Service solutions will not be considered. Furthermore, manufactures must provide written assurance that they will provide ongoing software/hardware support for the solution and quoted products for 6 years after the date of the proposal.

5. Vendor Information

L. Vendor Qualifications

The vendor has been in business doing this type of work for at least the last **two** years and has done similar projects for other government agencies. The vendor is a Microsoft approved integrator with experience migrating organizations to new phone systems.

M. Responsiveness and Selection Process

The decision for selection will be made on a combination of criteria, including but not limited to: comprehensiveness of proposal, responsiveness and adherence to format, quality and completeness of proposal, qualifications and experience of the firm or partnership, with same or similar equipment/services, and vendor's ability to perform in a timely fashion; total cost (including ongoing operating costs); local project team and subcontractor/consultant qualifications; reputation of Vendor and products in similar installations; City's perception of Vendor's stability within the industry.

N. Subcontractors

City prefers a proposal with a single or primary vendor. If a vendor partnership submits a proposal, a primary vendor who will be responsible for the satisfactory performance of all subcontractors performing work under this contract.

O. Firm Prices

All quotes shall be held firm for a minimum of 120 days after the proposal due date to allow adequate time for City to consider each proposal and make an award. Upon receipt of its proposal by City, the vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form, instrument, or document shall in no way relieve the vendor from any obligation with respect to this SOW and the agreement.

6. Evaluation Process

All proposals received by the specified deadline will be reviewed by the City team for content, proposed service costs, and capabilities of the Vendor. After initial screening, the City team may shortlist, for further evaluation, those Vendors deemed most qualified based on a review of the proposals. The proposals will be evaluated on:

SOW Responsiveness: A complete response to the SOW that complies with the SOW requirements. A concise response that draws parallels to the City's needs with minimum use of boilerplate marketing material or overly technical language.

Reliability: A system that has a proven track record of reliability as well as an architecture that inherently fault tolerant.

Functionality: The ability for the system to improve how the City conducts its mission. The

efficiency and effectiveness of communications between staff and with customers is critical to its long-term success.

Cost Effectiveness: A cost effective solution when considering Total Cost of Ownership (TCO) over the first 5 years, including the initial purchase (non-recurring costs for hosted/cloud), as well as the ongoing maintenance and servicing of the system (monthly recurring costs for hosted/cloud).

Manufacturer Vision of Stability: Manufacturer's commitment to excellence in telecommunications equipment, financial stability, market share, and technological vision of the future.

Vendor Experience: Evaluation of the Vendor's experience in the design and implementation of similar telecommunications systems and technologies, and Vendor reputation. Evaluation of Vendor's ability to provide a structured, organized implementation that meet the City's requirements. Experience in municipal settings is highly desired.

Warranty/Maintenance Support: Ability to provide timely support during the installation, warranty period, and ongoing maintenance.

7. Pricing Proposal

Every item within this section is required for an SOW response to be considered.

- Pricing Worksheets has been provided in Excel format for your convenience. Place costs for all taxable items such as software, hardware and license in Column B, and all non-taxable items including labor in Column C. If an area does not apply, please enter: "Included", "\$0", or "NA" (Not Applicable). Indicate if the item is a one-time cost ("One-Time") or recurring in Column D ("Monthly" or "Annually"). Provide additional notes in Column E. If an area is left unfilled, it will be assumed to be \$0.00 (included at no additional cost). In the Notes Column, Vendors should provide explanations.
- Vendor must provide an itemized Bill of Material detailing parts, quantities and models.
- Vendor must include charges for all hardware and labor required to connect all components, all design charges, Telco interface hardware, cross-connects and wiring harnesses to support analog trunks/stations, mounting hardware, taxes, duties, shipping, travel and training charges.
- Vendor must include charges for user training and training materials.
- Vendor must include software and hard installation. All hardware, software and installation must include a minimum of a 1-year replacement warranty including onsite labor, if needed.
- Vendor will supply all servers (including servers to host required virtual servers if recommended) and Operating System software (include Windows or VMware if required) for ALL applications proposed in their solution. City of San Rafael may decide to host servers in our Virtual Compute environment, and/or provide Windows OS in a later negotiation before final contract execution. Including the cost of servers in the evaluation

process provides an apples-to-apples cost comparison.

- Maintenance charges for years 2-5 should be calculated on the fully installed solution (not including optional items). Pricing quoted should reflect any combination of Manufacturer and Vendor maintenance required to meet the requirements of this SOW. Maintenance will not be prepaid, but a 5-year total term contract may be signed with the ability to terminate the contract with 30 days' notice prior to the yearly anniversary of the contract effective date. Otherwise, the City will sign for a 1-year contract that may be renewed up to 5 years.
- Maintenance charges for years 2-5 should include all data equipment quoted within the solution total price. First year warranty for data equipment should be bundled into the year 1 equipment price.
- Annual license fees or costs for rights to use should be included in the base price for year 1 and added to the Maintenance charges for years 2-5.
- The City expects to perform minor software release upgrades of the systems as required for maintenance and security compliance, and as needed to address software bugs. Vendor should include software bug fixes and minor release updates for 5 years in the proposed equipment or maintenance cost. These software upgrades will be performed by City of San Rafael, and no additional labor needs to be added by the Vendor to support these upgrades.
- The City expects to perform major release upgrades of the systems every couple of years in order to take advantage of newer features and functionality. Vendor is required to provide pricing to upgrade all major components of the response to a current version of software after year 3. If the manufacturer has not specified this price, Vendor should provide the cost to upgrade from the software version available on the equipment 3 years ago, to the version available today. If the systems have not existed for 3 years, please use the price of the last major upgrade on the software. The price should include the Vendor's labor charge for installing and testing the upgrade to all systems and any required hardware upgrades. If the Manufacturer includes major release software upgrades in the proposed maintenance, Vendor should include the labor charge for installing and testing the upgrade. If software upgrade subscription is separately priced, Vendor should include the cost of 3 years of software upgrade support in order to perform the required upgrade in year 3.
- Labor rates shall remain firm for 24 months after the award of the contract at the rate shown in the Pricing Worksheet, and then constrained to match or stay below the inflation rate as defined by the Consumer Price Index (CPI).

P. Payment Schedule

The City agrees to the following terms payable net 30 upon receipt of invoice from the vendor:

- Up to 50% due upon contract execution
- 40% due as progress payments – invoiced by Vendor after installation and User Acceptance Testing
- 10% due within 30 days of project completion

Q. Implementation

Contractor is expected to provide an Account Manager for the City. The Account Manager is expected to interface with the City's technology liaison and management and become the main contact for the City for the duration of the project.

Project implementation will be coordinated with City schedules in order to minimize any disruptions to normal operations.

8. Submittal Instructions

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

R. Intent to Propose

Each Proposer who plans to submit a proposal should register by email to the SOW Project Coordinator. The email should include:

- Proposer name
- Proposer's intent to respond to this SOW
- Name and title of Proposer main contact
- Address, telephone, and email address

S. SOW Questions

Questions with regard to this SOW should be submitted by email to :

Vinh Van Pham, Digital Infrastructure Manager, digitalbids@cityofsanrafael.org

Deadline for Questions: April 12, 2024 by 4:30 PM PDT

Any firm who notified City with Intent to Propose will receive a response to all questions and any other addenda that may be released via email on April 18, 2024 by 4:30PM PDT.

Proposers should carefully review this SOW and all attachments/appendices and ask any questions necessary to clarify the material. In the event the vendor has any questions regarding the meaning of any part of the documents, or finds any error, omission, inconsistency, or ambiguity in the documents, the vendor shall make a written Request for Clarification prior to submitting its proposal. Requests for clarification or interpretation of documents shall be addressed only to the project manager designated above.

It shall be the vendor’s responsibility to ensure that any such request is submitted to City in a timely manner no later than the date set forth in *Table 4 - SOW Schedule* in order to allow City to issue a written addendum. Protests based on questions will be considered waived and invalid if said questions were not brought to the attention of the City by the Deadline for Proposer Questions.

If necessary, City will make clarifications, interpretations, corrections, and changes to the documents by issuing an addendum as provided herein. Purported clarifications, interpretations, corrections, and changes to the documents made in any other manner shall not be binding on City, and vendors shall not rely upon them.

T. SOW Schedule

Schedule	Date
Release SOW	March 29, 2024 8:00 AM PDT
Vendor Submit Questions Due	April 12, 2024 by 4:30 PM PDT
City Responses to Questions	April 18, 2024 by 4:30 PM PDT
Proposals Due	April 25, 2024 by 4:30 PM PDT
Vendor Selected by	May 6, 2024
Council Agenda	June 3, 2024
Contract Signed	June 10, 2024
<i>*Dates provided are estimates only and may change depending on the needs of City of San Rafael</i>	

Table 4 - SOW Schedule

U. Submitting Your Proposal

Please submit an electronic copy via email of the proposal by 4:30 PM PDT on April 25, 2024 signed by the firm’s authorized agent to Vinh Van Pham with subject title “Telephone System Replacement”. The proposal must be received before the specified time. Late proposals will not be considered. All questions, proposals, and comments must be submitted in writing via email only to: Vinh Van Pham, Digital Infrastructure Manager, digitalbids@cityofsanrafael.org.

Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this SOW. Alternative approaches will be given consideration if the approach clearly offers increased benefit to City.

City is not responsible for non-receipt or mis-delivery, and it is the bidder's responsibility to ensure we have received their communication.

Interested parties shall not directly contact any City staff member or appointed officials. All responses to questions will be in writing via email and will be provided to all known potential responders.

V. Submission Requirements

Proposals may be PDF or MS Word format. Proposals must include the following:

- Table of Contents
- Title Page
- Executive Summary
- Should include the subject of the proposal, the proposing company's name and postal address, the name, email address, and telephone numbers of a contact person, the date of the proposals, and signature of a duly authorized official representing the vendor.
- Proposals shall be signed and dated by an authorized officer with a guarantee that the proposal will be valid for a minimum of 120 days.
- Include Vendor background: number of years actively providing professional services for technology services, the location of office from which service will be provided, and company's normal business hours (in PDT) for the office providing the services.
- **Qualifications and References**
 - The firms' qualifications and experience performing similar projects
 - A list of the proposed staff members who will be assigned to this project and their qualifications
 - A list of a minimum of three references from at least one of which is a government agency for whom the firm has provided similar services in California

W. Additional Vendor Information Required

Vendor Background

- Briefly summarized the typical SOW, Project Plan, and process for deploying a solution.
- Briefly describe Vendor's standard procedures for cutover coverage, trouble identification/reporting, and punch list resolution.
- Briefly describe Vendor's standard procedure for warranty and maintenance coverage, who would provide maintenance labor and hardware, and how repairs would be provided.

Support Services

- Overview of Vendor's client support structure.
- Types of service level agreements available.

Cost Sheet

- A cost sheet showing any and all charges for performing the services in the proposed SOW

The proposal shall be signed by an individual, partner, officer, or officers authorized to execute legal documents on behalf of the vendor.

X. Conditions of Submittal

All proposals and other materials submitted in response to this SOW procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

Submission of a proposal indicates the firm's acceptance of the conditions contained in this SOW document, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City and the vendor selected.

The City will not pay any costs associated with the preparation, submittal, presentation, or any expenses associated with proposal. All proposals submitted to City shall become properties of City and will not be returned.

The vendor may recommend other tasks that it deems appropriate to achieve the objectives set forth in this SOW.

9. Selection Process

Proposals submitted in response to this SOW will be reviewed by a cross-functional team that is representative of City staff. The evaluation will be based on vendor's response to the *Submission Requirements* section.

It is City's intent to select a vendor evidencing demonstrated competence and professional qualification sufficient to perform the services. The successful proposer will be selected on the basis of information provided in the proposal and the results of City's research and investigation. Upon selection of a vendor, City will endeavor to negotiate a mutually agreeable consultant services agreement with the selected vendor. In the event that City is unable to reach agreement, City will proceed, at its sole discretion, to negotiate with the next vendor selected by City. City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

An unsatisfactory-rated proposal will not be considered further by City. Reference checks may consist of phone and/or email inquiries to any current or past customer of the vendor, either provided by the vendor or contacted independently by City. All vendors will be notified by email at the conclusion of the selection process.

10. SOW Terms and Conditions

Y. Collusion

By submitting a response to the SOW, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

Z. Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

AA. Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

BB. Cancellation of SOW

City reserves the right to cancel this SOW at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this SOW.

CC. No Commitment to Award

Issuance of this SOW and receipt of proposals does not commit City to award a contract. City expressly reserves the right to postpone the SOW process for its own convenience, to accept or reject any or all proposals received in response to this SOW, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this SOW.

The City reserves the right to reject any or all proposals, in whole or part, and to waive any minor errors, discrepancies, or irregularities in any proposal. The selection will be at the discretion of City and may be made in any manner that is in the best interest of City.

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview

and approve all Proposer staff members. Proposer's staff may be subject to the City's background and drug testing processes at any time. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this SOW, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this SOW or using contractors for any service associated with this SOW offshore (outside the United States).

DD. Licensure

Before a contract pursuant to this SOW is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

EE. Consultant Participation

The City reserves the right to share with any consultant of its choosing this SOW and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

FF. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City in a timely manner

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.