

AGREEMENT TO PERFORM PROFESSIONAL SERVICES AND PUBLIC PROJECT WORK

This agreement for the provision of infrastructure technology network installation and support services ("Agreement") is made and entered into this 4th day of February, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and IntelesysOne Inc. ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to provide phone system and network replacement and enhancement services for the City's Innovation and Technology Department (the "Services").
- 1.2 Contractor and its subcontractors shall possess all appropriate State contractors' licenses required for the work to be performed in connection with the performance of the Services, and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 The specific Services which Contractor shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to perform the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory

provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Contractor shall guarantee the Services against defective materials or workmanship for a period of (1) year from the date of completion date, except where longer warranty periods for such materials are specifically stated. Any work which is rejected by City, shall be remedied, removed or replaced by Contractor, at its own expense. Any omission or failure on the part of City to discover, or notify Contractor of, defective work or materials at the time of installation shall not be deemed acceptance of such work or materials by City, and Contractor shall correct such defective work or materials prior to and as a condition of City's acceptance of the Services. During the (1) one year warranty period, should Contractor fail to remedy defective materials and/or workmanship within five (5) business days after written notice by City, City may remedy the same, and the cost therefor shall be chargeable to, and payable by, Contractor. Nothing in this section 2.8 shall be construed to limit the right of City to immediately correct conditions which may adversely affect the public health, safety or welfare. Should such unsafe conditions later be found to be caused by Contractor's defective materials or workmanship. Contractor shall reimburse City for the costs reasonably incurred by City in correcting such conditions.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 This Agreement shall commence on its Effective Date and shall have an initial term of two (2) years (the "Initial Term"). City shall have the right to extend the Initial Term of this Agreement for three (3) successive one (1) year terms (each, a "Renewal Term") on the same terms and conditions of this Agreement by providing not less than thirty (30) days written notice to Contractor prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms are together referred to herein as the "Term."
- 3.2 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence upon the Effective Date of this Agreement.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 Compensation for Contractor's performance of Services during the first twelve (12) months of the Initial Term shall be as follows: (1) Two Hundred Ten Thousand Dollars (\$210,000) for Contractor's installation, configuration and deployment of the replacement phone system, payable by City in three (3) installments: (a) the sum of One Hundred Five Thousand Dollars (\$105,000) within ten (10) business days after the Effective Date of this Agreement; (b) the sum of Fifty Two Thousand Five Hundred Dollars (\$52,500) upon City's written acceptance of installation of all equipment associated with the Services; and (c) the sum of Fifty Two Thousand Five Hundred Dollars (\$52,500) within thirty (30) days after City's written determination to Contractor of the successful and continuous operation of the phone system; and, (2) for the second twelve (12) months of the Initial Term, City shall pay a sum not-to-exceed the amount of Fifty Thousand Dollars (\$50,000) for Contractor's performance of annual maintenance and the provision of optional equipment, as may be requested from time-to-time by City.
- 4.2 As compensation for Contractor's performance of Services during each Renewal Term, City shall pay Contractor a sum not-to-exceed the amount of Fifty Thousand Dollars (\$50,000) for Contractor's performance of annual maintenance and the provision of optional equipment, as may be requested from time-to-time by City. All payments made by City to Contractor after the first twelve (12) months of the Initial Term shall be based upon Contractor's rates as specified in Exhibit "C" of this Agreement.
- 4.3 Except for payments made by the City to Contractor during the first twelve (12) months of the Initial Term, payments by City to Contractor shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.4 At any time during the Term of this Agreement, City may request that Contractor perform Additional Services. As used herein, "Additional Services" means any work which is determined necessary by City for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the Effective Date of this Agreement. Provided the Additional Services do not exceed twenty percent (20%) of the compensation to be paid by City to Contractor for the Services, such Additional Services may be agreed to by the Parties, by written amendment to this Agreement, executed by the City Manager. Contractor shall not perform, nor be compensated for, Additional Services without such written authorization from City.

- 4.5 All notices shall be made in writing and shall be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:

Danielle Garcia, CIO
IT Department
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Contractor:

Kevin Sewell, VP of Sales
IntelesysOne, Inc.
3155-B East Sedona Court
Ontario, CA 91764

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this section 4.5.

ARTICLE 5 – INSURANCE, INDEMNIFICATION AND BOND

- 5.1 All insurance required by this Agreement shall be maintained by Contractor throughout Contractor's performance of the Services, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.
- 5.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance for its employees throughout the performance of the Services pursuant to Labor Code sections 3700 and 1860, in an amount which meets statutory requirements, with an insurance carrier acceptable to City. The insurance policy shall include a provision prohibiting the policy's modification of coverage limits or cancellation except upon thirty (30) days prior written notice to City. Contractor shall execute and deliver to City a Worker's Compensation Insurance Certification in the form attached hereto as Exhibit "D" prior to commencement of the Services.
- 5.3 Contractor shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.4 Contractor shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a

provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.

- 5.5 Contractor shall indemnify, hold harmless and defend City, and its elected officials, employees and agents, from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, or its officers, employees and agents, in performing the Services.
- 5.6 Contractor is expressly prohibited from assigning any of the work associated with the Services without the prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.
- 5.7 Contractor shall secure and maintain in force throughout its performance of the Services business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used for the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.8 As a condition of, and prior to Contractor's performance of the Services, Contractor shall provide City with a Payment Bond, as required by Civil Code section 9550, which bond shall be substantially in the form attached hereto as Exhibit "E."

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 6.2 All documents, records, drawings, electronic data files and data bases, photographic prints and negatives, designs and specifications, cost estimates, and other documents developed by Contractor for the Services shall become the property of City and shall be delivered to City upon completion of the Services, or earlier termination of this Agreement.
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with

respect to the performance of the Services and not an employee of City. All personnel employed by Contractor to perform the Services are for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.

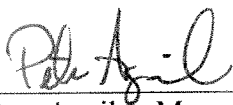
- 6.4 City may terminate this Agreement for any reason, at any time at its sole discretion, upon ten (10) business days prior written notice to Contractor. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.5 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 6.7 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make or participate in:
 - (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
 - (iii) authoring City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a

position specified in City's Conflict of interest Code under Government Code section 87302.

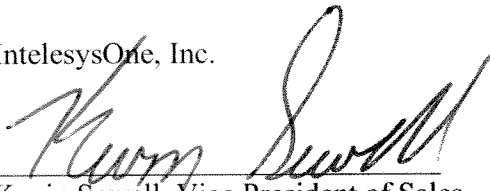
- 6.8 In the event City determines that Consultant must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700 Statement of Economic Interests with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

By 
Pete Aguilar, Mayor

IntelesysOne, Inc.


Kevin Sewell, Vice President of Sales

ATTEST


Sam Irwin, City Clerk

Exhibit “A”

Scope of Services

Telecommunications / Phone System Replacement Agreement

Project Background

It is the Consultant’s responsibility to furnish the City with a new telecommunications system that will continue to allow direct connectivity and enhanced communications. The new system will be installed in a new data center building the City is currently constructing. New telecommunications services will also be installed at this facility. This agreement is to provide the Telephone system and data network equipment and maintenance. The City is addressing the needed telecommunications carrier services through a separate RFP or evaluation process.

The Scope of Services shall incorporate by reference all sections and items proposed by IntelesysOne Inc. in their response to the City’s Request for Proposals for Proposals for a Telecommunications System for the City of Redlands.

Instructions to Consultant

The consultant will install a Voice over Internet Protocol (VoIP) system. The system is to provide the following high level features and applications:

- Capable of supporting ISDN PRI services for inbound and outbound Public Switched Telephone Network (PSTN) services.
- Capable of supporting analog PSTN services.
- Capable of supporting SIP Trunking
- Capable of providing a single centralized voice mail system accessible to serve all users.
- Capable of providing survivable systems to connect the 21 MAN locations. The system serving all locations must function as if they were one.
- Capable of providing shared access to local inbound, outbound and long distance inbound and outbound services provided by carriers selected by the City.
- Please provide detailed information regarding the proposed system assuming current or future ability to operate in a virtual environment using VMWare.
- The City will be responsible providing rack space, uninterruptible power systems and environmental controls for the proposed system.
- Vendors should assume that the City will be upgrading the data network separately from this procurement. The MAN telecom services are not included in this RFP process.
- Capable of providing unified messaging services.
- Capable of providing analog telephone station, fax, modem, and overhead voice paging connectivity.
- Capable of providing auto-attendant and dial-directory functionality for all locations.
- Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from one location.

Configuration

- IntelesysOne must conduct a thorough and complete on-site station review. This station review process will identify the following:
 - The type and quantity of all telephone stations, by City location, to be installed for City users during the implementation process.
 - The telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, ACD, ACD Reporting, detailed automated attendant operation, and voice mail capability.
 - Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the City's environment.
 - The PSTN network interface information by customer location to provide for local, long distance, E911, and intra-organization calling.
 - The information developed through the station review process will be provided to the City both electronically and in hard copy. The selected vendor will detail the design to the City and gain the City's acceptance before proceeding. Phased implementation will follow.
 - The City will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

Cable Requirements

- 40 drop locations throughout the building. Your proposal should include the needed time and labor to review the building site and note where the drops need be installed.
- The City has selected a single equipment closet to be used for termination of the new cable.
- The selected closet exists today and is on the second floor of the City Hall building.
- Work shall include the following components for each of the 40 drop locations:
 - Two (2) – four pair Cat 6 copper “plenum” rated cable runs to each faceplate.
 - Two (2) Cat 6 Jacks
 - One (1) duplex face plate
 - Jack Labels and numbering plan for cable plant.
 - Each cable to be individually labeled at each end within 2” of jacket end. Labels should be a clear wrap and be able to be seen through the wrap.
 - Labels shall be machine printed. Hand written labels are not acceptable.
 - Cable, faceplate and patch panel labels are to be identical.
 - Associated patch panel, jacks, ladder-rack, J hooks, and any other equipment needed to install the cable plant to meet BISC standards.
- Cable Testing shall be completed on all cable runs and results of those tests shall be printed and provided to the City for verification of installation validity.
- If the installation process requires you to penetrate fire rated walls or floors, the City requires you to adhere to local fire codes and install the needed fire-stop putty or materials in any penetrations.
- No wire ties shall be used on this installation. The City requires the use of Velcro straps to manage cable.
- This proposal shall also include associated patch cords. Cat 5e UTP patch cables, RJ45.
- Please include 3’ and 5’ lengths.

- Components that shall be used may include the following manufacturers:
 - Homaco, Panduit, Amp, Hubbell, Ortronics. If alternates are proposed, please include cut sheets for the products.
- Warranty and Certification
- Two (2) year contractor warranty
- Acceptance

Network Assumptions

- Sufficient power and power outlets for all replacement equipment.
- HVAC for all replacement equipment.
- IntelesysOne shall plan on a two (2) hour routing, QoS and VLAN and QoS design and configuration review session with the City and its consultants.
- IntelesysOne will be responsible for all VoIP related VLAN and QoS configurations on existing and replacement equipment.
- The City will provide the successful vendor with a configuration guideline for installation of new switches.

System Locations Overview

Table – 1 –City Locations

	Street Address	Survivable
New Data Center Building		X
Annex	30 Cajon - (Old City Hall) Police Annex	
Library	125 W Vine - AK Smiley Library	X
Fire Station #1	525 E Citrus Ave - Fire Station #1	X
Purchasing – Yard	1270 W Park # A - Purchasing	X
E&W – Yard	1270 W Park # B - Electric and Water Shop	X
PD – Yard	1270 W Park # C - Conf & Locker Room	X
Streets – Yard	1270 W Park # M - Street Maintenance	X
Building Maintenance - Yard	1270 W Park # L - Truck Shelter	X
Water Storage - Yard	1270 W Park # K - Truck Shelter	X
Parks - Yard	1270 W Park # J - Truck Shelter	X
Solid Waste - Yard	1270 W Park # I - Truck Shelter	X
Garage - Yard	1270 W Park # E - Equipment Shop	X
Animal Shelter	504 Kansas Street - Animal Shelters	X
Joslyn Senior Center	21 Grant St - Joslyn Community Center	X
Community/Senior Center	111 W Lugonia - Lugonia Park Community Center	X
QOL Building - A	City Offices (35 Cajon St.)	X
MUED Building - B	City Offices (35 Cajon St.)	City Hall Campus
City Hall Building - C	City Offices (35 Cajon St.)	City Hall Campus
Highland Ave Water Complex	Highland Ave Water Treatment - Office, Lab & Pump House Maintenance /Shop - Parkford	X
WWTP	Nevada St - Redlands Waste Water Treatment - Control Building - 1950 Nevada	X
Development Services	210 E. Citrus (Dev. Services)	X

Table 2 - City's Telecommunications Requirements

Location	Station Type 1	Station Type 2	Station Type 3	Station Type 4	Station Type 6	Paging Access	ACD Seats	PRI	Analog Trunks
New Data Center Building (Active- Active operation with QOL Building City Hall)								2	10
Annex	21	1	10	9					0
Library		14	14						2
Fire Station #1			16			1			2
Purchasing - Yard		1		2		1			2
E&W - Yard	3	2				1			2
PD - Yard			10			1			2
Streets - Yard	2		1						2
Building Maintenance - Yard		1	1			1			2
Water Storage - Yard						1			2
Parks - Yard	1		1			1			2
Solid Waste - Yard	2					1			2
Garage - Yard			5			1			2
Animal Shelter			2	1					2
Joslyn Senior Center			5						2
Community/Senior Center			9						2
QOL Building – A (Active – Active operation with New Data Center)	2		45	7				2	10
MUED Building - B	3		44	16	1		15		
City Hall Building - C	3	1	10	8	1				
Highland Ave Water Complex			7						2
WWTP			12			1			2
Development Services			11	4					2
Total	37	19	206	47	2	10	15	4	54

Telephone Station Requirements

- Type 1 – A single-line analog station ports or instruments. 16 Ports will terminate in existing Modems and Fax Machine
- Type 2 – A single line telephone with a multi-line display plus 8 programmable features plus fixed or flexible feature keys for conference, transfer, forward and hold capabilities with a speakerphone.
- Type 3 – A minimum of 10-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, a multi-line display, and a speakerphone.
- Type 4 – A minimum of 30-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities,

- message waiting notification, headset connectivity, a multi-line display, and a speakerphone.
- Type 6 – Conference Room Station. High quality wireless IP speaker phone designed to provide communication services in conference rooms of various sizes throughout the City locations. Wireless application is preferred.
- 170 telephone sets will be provided at 10/100 speed and 40 will be provided with a minimum of a Gig speed switch port.
- Please provide detailed description of the digital displays included with the proposed station hardware. Specifically, we are interested in station sets that provide easily viewable displays with contrasting shades or colors for easy viewing.
- Wireless Headset Tools – Please provide the operational details and cost for a wireless headset solution to potentially be deployed in various departments in the City. Please describe the headset's functionality as it relates to providing the ability to answer calls, place callers on hold, and transfer calls using controls on the headset itself.
- Wireless Handset – The City is interested in the potential use of telephones that can provide wireless handset mobility. Please describe the capability and whether the proposed system can provide this capability.

PSTN Trunking Requirements

- The proposed system must allow both T-1 and ISDN PRI circuits to terminate directly into proposed equipment. The intent is to utilize PRI as the primary inbound / outbound local service facility. The quantities and locations of PRI terminations are detailed in Table 2.
- The systems must be configured to provide analog trunking, as detailed by location in Table 3.3.1. The analog trunks will provide back-up connectivity in the event of a PRI or WAN failure. The analog trunks, regardless of their location, must be able to work interactively with the PRI services such that the analog facilities are part of the normal inbound/outbound traffic pattern.
- Each location as indicated in Table 2 will have additional analog facilities to provide PSTN access in the event of a PRI, WAN, call processor, router, or any other hardware or software failure of the system.

Required Features

- Abbreviated Dial with Off-Hook Indications - Capability to have a visual indication of the off-hook condition of another station and then automatically dial that station through the depression of an associated key.
- Account Codes
- Alarm Indication on Attendant Console
- Attendant Camp-on
- Attendant Console Silent button
- Attendant Console Join key
- Automatic Attendant Recall – Describe the options available to the City.
- Automatic Call Back
- Automatic Hold
- Automatic Route Selection (ARS)
- Call Accounting System and Call Detail Reporting
- Reports for the proposed call accounting system should provide the ability for the City to obtain reports providing calling activities for all stations, allocate calling expenses to various departments, length of calls, frequency of calls to a specific number, internal station to station calling. etc. Please

describe the functions of both the proposed system(s).

- The proposed telecommunications system and Call Accounting System should provide the ability for the City to obtain call accounting information for both outgoing and incoming calls. The system shall be able to gather information regarding internal station-to-station calling.
- Call Forward-Busy
- Call Forward-No Answer
- Call Forward-Variable
- Call Forward-External Telephone Number
- Call Forward-All Calls
- Call Hold
 - Outbound Caller ID can be customized
- Incoming Caller ID
- Call Park
- Call Pickup
- Call Routing
- Routing to voicemail greetings be different for internal and external calls
- Call Transfer (Screened and Unscreened) –caller ID information transfer with call
- Call Waiting Indication (Visual and Audible)
- Camp-On (from Other Extensions)
- Class of Service (COS) - The system should allow a system manager to set access privileges for each extension.
- Click to Dial Function – The system should provide the capability for City staff to select a contact in their Outlook contacts and click on the telephone numbers for those contacts and have the system dial without lifting the handset to dial the call.
- Conferencing – The maximum is a 6-party conference call.
- Conference Bridge
- DNIS Compatibility
- Distinctive Ringing
- Directory
- Do Not Disturb
- Executive Busy Override
- Incoming Line Identification
- Hot Desk Operation – Allow system users to log in and log out of telephones throughout the system.
- Paging and Intercom Operation
- The proposed system should provide the ability for the City to connect existing overhead-external paging systems to it and allow users to dial a code on the phone for access.
- Last Number Redial
- Line Privacy - When active, this feature should prevent all other parties from breaking into a call.
- Music on Hold - Music-on-hold is file based and can be assigned per class of services or DNIS.
- Mute key
- Night Answer Mode
- Incoming Caller ID – Ability to provide caller ID information for system users. This should provide internal extensions as well as any caller ID information sent to the proposed system by the PSTN.
- Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, the customer service group may need to send out the main list number, while the accounting and finance groups may choose to send out their own DID number on outgoing calls.

- Paging Access
- Priority Queuing
- Remote Call Forwarding – Ability to invoke or change call forward target from a remote location. That location may be either another phone on the system or at a location not on the system.
- Remote Diagnostics/Remote Maintenance
- Save/Repeat Dialing
- Speed Dialing (System, Group, and Station – specify quantities)
- Station – to – Station Intercom - Capability to depress a specific key, dial a two-digit code, activate a line associated with a specific key on another station, and on answer establish a talk-path.
- Station-to-Station Paging – Please describe the options and limitations regarding the proposed system’s ability to provide paging functionality through the speakers on the proposed phones.
- Station Hunting – Circular - Busy station has a specific station to which calls are routed and hunting sequence is identical each time a call occurs. That is, station A hunts to B, which hunts to C, which hunts to D.
- Station Hunting – Distributed - Busy station hunts to a group of stations, and the hunting sequence are random. That is, A hunts to B, C, or D based on random selection.
- Traffic Measurement/Traffic Reports - The proposed system should provide basic traffic information and make this information available through the System Management device provided. This information should be sufficiently detailed so that the proposed administration system can produce traffic reports. covering:
 - Blockage per trunk
 - Blockage per trunk group
 - Specific hunt group information
 - Feature utilization
 - Internal station to station calling
- Transfer Call back to Attendant
- Trinning –The operation should allow City system users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone) and move the call to/from the desk phone.
- Variable Ring-tones on Telephone Stations
- Voice Announce Intercom – Ability to dial a one or two digit number and automatically connect to another phone in a hands free mode.
- Variable Call Recording – System has the ability to record on demand.

Required ACD Features

The City requires the proposed telephone system to be equipped with the following required ACD features. This feature will be used in the Customer Service divisions at the City Hall site. The City currently has Queuing operational in this department.

- The number of required ACD seats for each location is included on the Table 2. The ACD Stations needed are counted in the station count for each location on the same table.
- 12 should be ACD Agents
- 3 should be Supervisors
- The City would like the proposed system to allow for the ACD to operate seamlessly in all locations shown on Table 2. This seamless operation includes both functional call routing and reporting information. .

- ACD Reporting - Include complete feature documentation including the following:
- LAN compatibility
- ACD Queue Projected Hold Time Announcements
- ACD Queue Caller in Queue Count
- ACD Queue should offer the callers in queue an option to leave a message to be called back.
- The resulting message should be placed in the queue allowing the caller retain their original place in line. The system should then present the message to the agent for the return call.
- Archiving capability
- Average Speed of Answer
- Report generation capability for a system to support all ACD agents on the system.
- Real time agent status
- “Wrap up” / “Reason” codes
- Real time abandoned call report
- Hold time for abandon calls (including short call abandon report)
- Easy access to historical information
- Customizable reports (i.e. Crystal Reports, etc)
- Automatic calculation of customized reports. (i.e. agent talk time + total available time added together or any combination (ACW, AUX, Ext call time, on hold time, etc.))
- Real time group objective reports
- Tracking of overflow calls
- Report Graphing
- Ability to track times when calls were in queue and how many there were and how long they were in queue
- Status of each agent during times when calls were in queue
- How many calls each agent receives from each queue type
- Ability to provide reporting in 15, 30, and 60 minute intervals so the City can review and trend call data during specific times of day
- Ability to provide reporting over a period of time, not less than 30 days so that the City can review and trend call data during specific days of the month
- Ability to schedule reports that will run automatically at predefined times, such as daily, weekly, or monthly
- Call transfer reporting – the ability to report on the number and destination of calls transferred outside of the call center group
- Ability to provide reporting on inbound and outbound non-DID calls taken or made by ACD agent while logged in
- Ability to prioritize call handling by a call center group based on criteria such as transferring party or DNIS
- Remote Agents –users may have DSL or broadband connectivity to the City network.
- Please describe the call delivery method for ACD calls using the proposed system and if there is an additional cost for this capability.
- Length of “hold time” for abandoned calls and Short Call Reports
- ACD Alerts
- Agent Alerts –Alerts should provide the agent with notification of various conditions that exceed certain City definable thresholds. Specifically, the system should provide status of call, current and cumulative group objectives, any queued calls, length in queue, etc.
- Supervisors Alerts – Alerts should provide the supervisor with notification of various conditions that exceed certain City definable thresholds.

- Agent Licenses – The proposed system should include licenses necessary to provide for agents, groups and supervisors as identified in Table 2.
- ACD agents answer calls directed to personal DID while logged in as an agent. A call directed to an agent's personal DID should follow pre-assigned call routing if the agent chooses not to answer. Incoming caller ID information for the next incoming call should be provided to the agent's display while on a call.
- Dynamic Agent Assignment
- Agents in Multiple Groups
- Announcements
- A single ACD split must be able to answer for multiple caller and multiple applications.
- The City is interested in supplying customized caller announcements in queue, based on the called number.
- Each ACD group must be provided with at least two (2) recorded individualized recorded announcements.

Disaster Recovery

Disaster Back-up Service

- In the event of a primary processor failure, the ShoreGear voice switches are 100% distributed and do not rely on each other. If a ShoreGear switch goes out of service, only the users on that individual switch are impacted. Assuming no wire, telephone system or other infrastructure damage, the replacement of a switch is a simple plug and play.

Software Back-up & Restoration

- All ShorTel configuration information is stored in an ODBC MySQL database on the ShoreWare Server. The ShoreWare Data folder in the directory contains all the pertinent configuration data, and typically becomes a part of the IT backup regimen.

911 Compatibility

- Administrators must decide the most appropriate caller ID based on the carrier they work with, office locations and user population.
- The ShoreTel system is fully compliant with E-911 requirements.

The Police Department answer calls on these lines throughout the day, and after business hours, This way, anyone calling the Police Department on the main line will get a person to answer, day or night.

System Management

The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.

- Multiple Users - The system must interface to the Local Area Network (LAN) and allow for access and change capability for multiple, simultaneous users.
- Printed faceplates for the proposed phones are not acceptable.
- Inventory Information - The system must provide inventory information on the number and

type of telephone stations.

- Trunking Information – the system must provide access to the information required in Table 2
- Alarm Notification – System must provide for an alarm system that notifies both the remote maintenance center and the client, if certain client-programmed system performance thresholds are exceeded.
- Recent & Past Change History - The proposed system must provide documentation on both recent changes to an element of the system (station, trunks, etc.) and all past changes to an element of the system.
- Handset and Base Cords, and Wall Mount Kits
- The City may require the use of 25' handset, 25' base cords, and wall mount kits for some of the telephone sets.

Training

Classroom training designed to “train the trainer”, on working telephones, led by vendor provided instructors, for all users, on-site at the City.

System programming, reporting, management, and configuration training, led by vendor provided instructors, for 4 management personnel.

Acceptance - The City requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days.

Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

Voicemail Requirements

The City requires voice mail functionality as part of this procurement. The proposed voice mail system must be compatible and integrate with the system being proposed. The vendor is required to gather configuration information and provide a turn-key installation.

The proposed system should allow the City to define a call coverage forwarding path depending upon if the call to the station is an internal or external call. It should allow the City to define by Station how the user would like his or her telephone to forward to the coverage point or voicemail. A coverage point is defined as any other phone on the system or the voicemail system.

- City estimates a requirement for 270 initial users of the voice system.
- The City anticipates that approximately 40 City staff will be using Hot Desking features.
- These are primarily in the Police Department.
- The City requires no less than 30 simultaneous calls.
- Announcement Boxes
- Immediately light a message-waiting lamp on the appropriate telephone when a message has been taken. This message waiting indication must be noticeable.
- Automatically turn the message-waiting lamp off when all the messages have been heard and/or delivered.
- Provide for automatically forwarding calls from a busy, unanswered, or call forward telephone to the appropriate mailbox without requiring the caller to dial a mailbox number or any

additional codes.

- If the caller does not wish to leave a message, the proposed system must allow the caller to escape from the voice mail system to a pre-programmed extension number. The system must allow for multiple targets for these “escape” calls.
- Allow an external caller to finish a message by simply hanging up. Systems that require the caller to touch a key on the telephone pad to save a message will not be considered.
- Archive Messages - Describe the options for archiving stored messages and the process to accomplish this function. Clearly define the tasks of both station users and system administrators in the archiving function.
- Check Receipt of Delivered Messages
- Changeable Passwords
- Forward & Backward while Listening to a Message
- Guest Mailboxes
- Group Mailboxes
- Message Save
- Message Delete
- Message Pause
- Message Privacy
- Message Replay – explain the options available
- Message Redirect and Comment
- Message Respond
- Message Retrieval Greeting
- Message Rewind
- Message Speed
- Message Undelete
- Outbound Notification of Messages - This feature must include notification to a radio paging device, cellular telephone, email, or other telephony equipment.
- Priority Notification of messages - This feature must allow a caller to select a priority or urgent status for message notification, and then provide for an alternative notification capability. For instance, a normal message may light a message-waiting lamp, while a priority message will out-call to a radio pager.
- Priority Queuing of Messages
- Recent and Past Change History - Describe the capabilities of the proposed system to provide documentation on both recent changes to an element of the system (mailbox, port, etc.) and all past changes to an element of the system.
- Skip Forward Through Messages
- Personalized Greetings – Multiple – Provide (at a minimum) the system users with the ability to have a greeting when there is no answer at their phone and another different greeting when they are on the phone, and explain any other options available.
- Personalized Greetings – Menu
- Scheduled Delivery of Message
- Message Distribution Lists
- Remote Access - The system must allow users to access their mailbox from outside of the system without the assistance of an operator.
- System Administrator Reports
- Variable Settings for Maximum Message Length
- Time-of-Day Stamp
- Classroom training, on working telephones, led by vendor provided instructors, for a minimum

of 20 to 30 users.

- System programming, reporting, management and configuration training, led by vendor provided instructors, for 4 management personnel.
- Automated Attendant Function – The City will use various Automated Attendant functions for departments throughout the City to handle various types of incoming calls. The City has approximately 15 to 20 automated attendant operations. Direct Inward Dialing will be used in conjunction with this function. The automated attendant should provide functions for the following:
 - After Hours Announcement and options.
 - Preprogrammed Alternative for Holidays.
 - Custom greetings for special events.
- Provide various exits from the Automated Attendant.
- The system must allow the caller to dial his or her choice at any time during the message.
- Message Integration and Unified Messaging: Microsoft Exchange 2010 and 2007
- Does the proposed unified messaging software integrate directly with a combination of Microsoft
- Unified Messaging system supports electronic mail protocol(s) IMAP, POP3, SMTP, others.
- The user will be able to listen to voice messages through Outlook Web Access 2010.
- Click to Dial Operation
- VMware View Compatibility – The proposed desktop client should be compatible with VMware View.

Scope will include:

- Complete installation of all system components and software
- Complete programming of all system components and software
- Complete testing of all system components and software prior to system cutover, including QOS testing
- On-site station reviews and determination of user requirements
- Full system configuration documentation provided to the City to include all user features and function and complete call flow information by station
- Any additional charges which apply for shipping and handling. Please specify dollar amount.
- A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
- Add/delete cost schedule for all system components and software. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.
- Maintenance cost for the system, as configured, after the warranty period. Clearly specify the warranty period for all hardware and software components.

Maintenance and Warranty

- Warranty - Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
- Factory-Trained/Qualified Personnel – IntelesysOne has 8 field engineers to maintain the proposed system that are located throughout the Southern California region and can be dispatched directly from their house. Additional engineers and staff are also available and located at the corporate office in Ontario, CA.
- Service Centers – IntelesysOne has one corporate office in Ontario, CA and business hours are

from 8am to 5pm. Engineers are available 24 hours a day for service and support. IntelesysOne guarantees a 15-minute response and a one-hour onsite response time.

- Maintenance Plans – included as separate exhibit
- Hourly Service Rates - \$150 per hour.
- Maintenance Cost Escalation – Rates will not escalate if under support.
- Modification Lead-Time – Most changes can be made on the same day, 24-hour notice is recommended.
- Repair Response Times – Emergency response time is less than 2 hours and next day for large quantities of equipment.
- Default – IntelesysOne will take back the equipment and refund the amount collected if the system does not perform as promised.
- Performance of Maintenance – IntelesysOne does not subcontract out work to third parties and performs all services.

Delivery and Installation

The City anticipates cutover of all locations to be completed in June 2014 or before. Exhibit B – Project Schedule specifies the exact period for completion of delivery and installation services.

- Implementation Plan - Within 5-days of contract award, the vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of the City during the implementation process.
- Risk of Loss – After completion and acceptance of the system, the City will assume Risk of Loss.
- System Physical Requirements - Please indicate the requirements for each location, for:
- Floor Spacing – System will be placed on City-provided rack. Floor spacing is not required.
- The electrical and grounding requirements for the proposed system is standard 120v power with no special grounding.
- There is no any or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.
- Equipment Delivery - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
- Manuals and Brochures - Hard copies and electronic versions of the following will be provided:
 - Station user's manual
 - Voice mail user's manual
 - Any other pertinent reference information
- The City expects the selected vendor to produce a short version of the user guide to be provided to each system user. This guide should be customized to provide steps to use the features specific to the City's system design and selected feature group.
- Manufacturer's Commitment - The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover.
- Warranty - The Proposer must guarantee all of the installation work to be performed and

materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Proposer shall, at their own expense and without cost to the City and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of the City and at no additional cost.

- Software Assurance – Maintenance and support quotes should include software assurance protection for the City.
- Software Updates – Please describe the following regarding available software upgrades:
 - IntelesysOne will be responsible for notifying the City of upcoming releases.
 - Software updates are optional for the City but are included as a part of the software/hardware support.
 - Software updates are included in the maintenance contract.
 - In the case of VoIP solutions, recommended/required software updates for all network hardware in addition to the proposed system are provided.
 - Three times per year is the typical frequency of software updates on an annual basis.

Test Plan - The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include:

- Testing of all connectivity between switches.
- Random testing of port connectivity.
- Verification of each VLAN.
- Verification of Internet access.
- Printed copies of all equipment configurations for the City's project manager review.
- Conducting a final walk through inspection of the installation with the City's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
- Completion of the punch list items and the request for a final acceptance walk through with the City's project manager.
- Final acceptance of the installation.

Exhibit A

Itemization and Price Schedule

Initial 12 months Installation / Implementation

<u>Quantity</u>	<u>Item</u>
16	ShoreGear 30 Switch
1	ShoreGear 50 Switch
1	ShoreGear 24A
6	ShoreGear 90 Switch
4	ShoreGear T-1 Interface Switch
2	Applications Server
19	Additional Site License
1	Distributed Voice Services
1	Server for distributed voice services
170	ShoreTel IP 480 Phone Black
80	ShoreTel IP 480 Gigabit Phone Black
10	Quick Reference User Guides IP 480 series
20	ShoreTel IP 485 Gigabit Phone Black
1	Quick Reference User Guides IP 485
271	Extension and Mailbox User
11	Quick Reference User Guides Voice Mail
34	Extension Only User
271	Personal Communicator
1	Operator Communicator
23	Rack Mount Kit 1/2 U Switches
2	SIP Licenses
Conf 2	Polycom Wireless Conference Dish
1	Call Accounting with PC
1	Enterprise Contact Center
1	Installation Hardware

Presented by Intelesys Communications Services Inc. (800) 477-8578

Table 6.1.1

Description	ShoreTel VoIP System Attachment A
Equipment Cost	\$ 248,929.39
Discounts	\$ (125,833.81)
Labor	\$ 24,955.00
Support	\$ 15,000.00
Shipping	\$ 1,244.65
Tax	\$ 9,847.65
Total	\$ 174,142.88

Table 6.1.2

Description	Cabling, 25 dual drops Cat 6 Cable
Equipment Cost	\$ 4,113.75
Discounts	\$ -
Labor	\$ 3,500.00
Tax	\$ 329.10
Total	\$ 7,942.85

Table 6.1.6

Description	Conference bridge 10 audio, 10 desktop share
Equipment Cost	\$ 3,776.85
Discounts	\$ -
Labor	\$ 450.00
Support	\$ 775.73
Shipping	\$ -
Tax	\$ 302.15
Total	\$ 5,304.73

Table 6.3.2

Description	Cisco Data Switches 48 Port POE
Equipment Cost	\$ 19,000.00
Discounts	\$ -
Labor	\$ 750.00
Support	Incl Year One
Shipping	\$ -
Tax	\$ 1,520.00
Total	\$ 21,270.00

Table 6.3.3

Description	Equipment Configuration
Equipment Cost	\$ -
Discounts	\$ -
Labor	\$ 340.00
Support	\$ -
Shipping	\$ -
Tax	\$ -
Total	\$ 340.00

Table 6.3.4

Description	Equipment Installation
Equipment Cost	\$ -
Discounts	\$ -
Labor	\$ 680.00
Support	\$ -
Shipping	\$ -
Tax	\$ -
Total	\$ 680.00

Grand Total

Description	Total project
Equipment Cost	\$ 275,819.99
Discounts	\$ (125,833.81)
Labor	\$ 30,675.00
Support	\$ 15,775.73
Shipping	\$ 1,546.79
Tax	\$ 11,998.89
Total	\$ 209,982.61

EXHIBIT “B”
PROJECT SCHEDULE

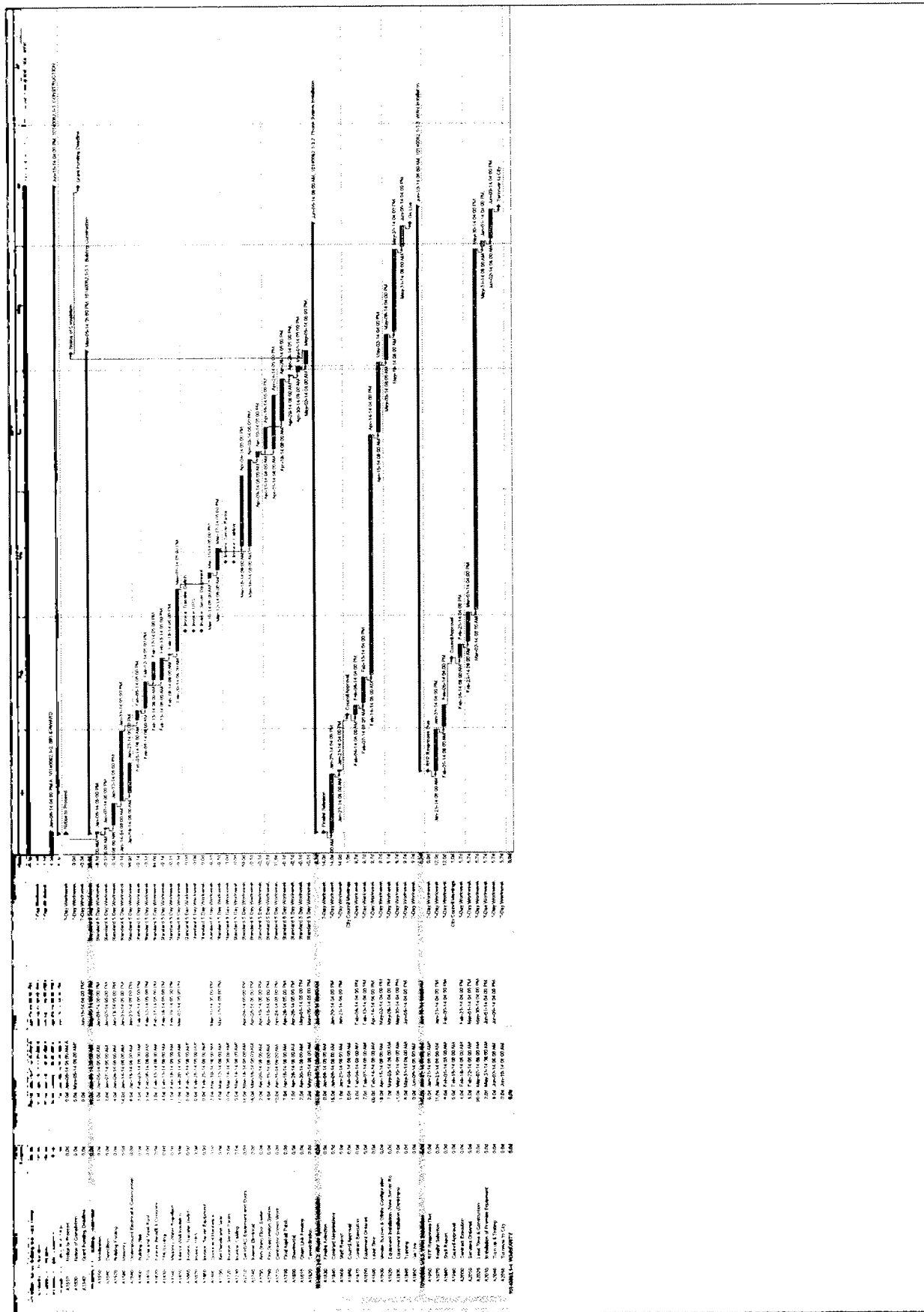


Exhibit C - Contractor's Rate Schedule

Telephone System Proposal City of Redlands

Annual support cost as configured after year 1

\$ 15,775.73

- Cisco smartnet not included

Item	List Cost	Contract Price	Annual Support Cost
ShoreGear 30 Switch	\$ 1,595.00	\$ 1,196.25	\$ 165.08
ShoreGear 50 Switch	\$ 1,995.00	\$ 1,496.25	\$ 206.48
ShoreGear 24A	\$ 2,995.00	\$ 2,246.25	\$ 309.98
Shoregear 220T-1A	\$ 6,495.00	\$ 4,871.25	\$ 672.23
ShoreGear 90 Switch	\$ 2,995.00	\$ 2,246.25	\$ 309.98
ShoreGear T-1 Interface Switch	\$ 3,495.00	\$ 2,621.25	\$ 361.73
Additional Site License	\$ 495.00	\$ 371.25	N/A
ShoreTel IP 420 Phone Black	\$ 189.00	\$ 141.75	N/A
ShoreTel IP 480 Phone Black	\$ 299.00	\$ 224.25	N/A
ShoreTel IP 480 Gigabit Phone Black	\$ 369.00	\$ 276.75	N/A
ShoreTel IP 485 Gigabit Phone Black	\$ 429.00	\$ 321.75	N/A
ShoreTel IP 655 Touchscreen Phone	\$ 679.00	\$ 509.25	N/A
Polycom Wireless Conference Dish	\$ 499.00	\$ 499.00	N/A
Mobility Router 2000	\$ 4,995.00	\$ 3,746.25	\$ 516.98
Mobility Router 4000	\$ 6,995.00	\$ 5,246.25	\$ 723.98
Mobility Cliect license	\$ 150.00	\$ 112.50	\$ 15.53
Shoretel Dock	\$ 349.00	\$ 261.75	\$ 36.12
IP 930 Dect Phone	\$ 599.00	\$ 449.25	\$ 62.00
Additional Site License	\$ 495.00	\$ 371.25	\$ 51.23
Professional Access License	\$ 80.00	\$ 60.00	\$ 8.28
Additional Agent License	\$ 825.00	\$ 618.75	\$ 85.39
Wall mount kits	\$ 13.00	\$ 9.75	
VPN Concentrator 4550	\$ 2,495.00	\$ 1,871.25	\$ 258.23
VPN Concentrator 5300	\$ 5,995.00	\$ 4,496.25	\$ 620.48
VPN add on license - Quantity 5	\$ 600.00	\$ 450.00	\$ 62.10
CC-ECC Supervisor (Monitor-Only)	\$ 1,838.00	\$ 1,378.50	\$ 190.23
LICENSE, CC/ECC SUPERVISOR	\$ 4,731.00	\$ 3,548.25	\$ 489.66
LICENSES, ECC 5 EMAIL	\$ 2,000.00	\$ 1,500.00	\$ 207.00
LICENSES, ECC 5 WEB	\$ 2,000.00	\$ 1,500.00	\$ 207.00
LICENSE, CC INBOUND 5 VOICE	\$ 2,500.00	\$ 1,875.00	\$ 258.75
Shoretel application dialer	\$ 65.00		
Shoretel web dialer	\$ 65.00	\$ 48.75	\$ 6.73
Extension and Mailbox User	\$ 200.00	\$ 150.00	\$ 20.70
Extension Only User	\$ 140.00	\$ 105.00	\$ 14.49
Mailbox only license	\$ 90.00	\$ 67.50	\$ 9.32
Personal Communicator	\$ -	\$ -	\$ -
Operator Communicator	\$ 595.00	\$ 446.25	\$ 61.58
E911 application up to 5 users	\$ 2,700.00	\$ 2,025.00	\$ 279.45
ECC Redundant server license (server not included)	\$ 6,500.00	\$ 4,875.00	\$ 672.75
10 Users Audio License	\$ 1,500.00	\$ 1,125.00	\$ 155.25
10 User Web ports	\$ 1,500.00	\$ 1,125.00	\$ 155.25
SIP Device License	\$ 30.00	\$ 22.50	\$ 3.11
SIP Trunk Port Licenses	\$ 50.00	\$ 37.50	\$ 5.18

Labor rates will be billed at a discounted rate of \$150.00 per hour

Contract price good for 24 months, renewable in annual increments for three more years after the initial 24 month period

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

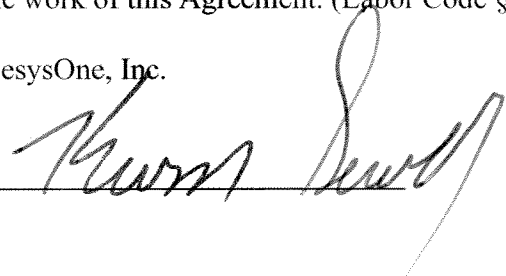
Project: provide phone system and phone network replacement and enhancement services in the City of Redlands

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

IntelesysOne, Inc.

By: 

Date: 2/3/14

729063
Contractor's License No.

EXHIBIT "E"**LABOR AND MATERIAL BOND**

Whereas, the City Council of the City of Redlands, State of California, and IntelesysOne Inc.
 _____ (hereinafter designated as "Principal") have entered into
 an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public
 improvements (the "Work"), which said agreement, dated February 4th, 2014, and identified as
Telecommunication ** is hereby referred to and made a part hereof; and
**Phone System Replacement

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of
 the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to
 which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of
 the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the
 City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of
 the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred Ten Thousand Dollars
 (\$ 210,000.00--) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment
 Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding
 the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face
 amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City
 in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be
 included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all
 persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part
 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon
 this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void,
 otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the
 terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on
 this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on
March 5th, 2014.

(SEAL)
IntelesysOne Inc.

 (Contractor)

 (Signature)

(SEAL)
Philadelphia Indemnity Insurance Company

 (Surety)
 BY: _____
 (Signature) Steven A. Swartz

Address:
251 S. Lake Ave. Ste 260
Pasadena, CA 91101

(Seal and Notarial Acknowledgment of
 Surety)

Telephone(626) 639-1321

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

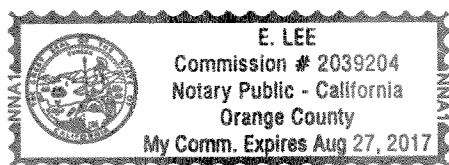
On March 5, 2014 before me, E. Lee, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public E. Lee

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond No. PB11510701485

Document Date: March 5, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
PHILADELPHIA INDEMNITY
INSURANCE COMPANY

Signer's Name: n/a

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner** of the City of **San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

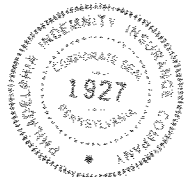
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

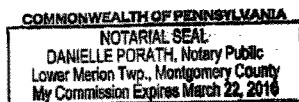
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5 day of March, 2014.



Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY