



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and Council

From: Ginger LePage, Technology Director

Date: 11/29/2021

Subject: Approval of contract for new hosted VOIP System

Background:

The current phone system the City is using is becoming antiquated and in need of upgrade. It was determined that the best option for the City would be a cloud-based VOIP solution.

A cloud-based system offers better redundancy and accessibility. It no longer relies on phone lines to ensure connectivity but can be configured to use the primary and backup internet connections. Additionally, in the rare instance that both internet connections go down, a cloud-based system can still operate utilizing the cellular network via mobile phone.

RFP process:

1. There were nine (9) vendor submittals.
2. The technical evaluation committee for the initial phase completed thorough evaluations of the technical proposal and technical tables, narrowing it to the top 5 highest scores based on compatibility with the posted requirements.
3. After the technical evaluation, the technical interview committee handled the interview portion. This further narrowed it down to the top 2 most compatible solutions.
4. After completing technical interviews, the difference between the remaining 2 solutions was less than 2 points.
5. The cost proposal evaluation was then completed for the final 2 solutions, but the scores were still close, so the committee decided to conduct a final follow-up interview to ensure the most compatible solution for the City was selected.

Recommended Action:

Staff recommendation award of contract to ForeRunner Technologies for the 3-year, not-to-exceed cost of \$107,897.04. This cost includes one-time charges of \$15,003.92 and a recurring monthly maintenance charge of \$2,997.14. In the event new phones are needed during the term of this contract, ForeRunner Technologies has agreed to provide them at no additional charge. These charges can be covered in the Technology general budget with no amendment needed.

RFP 21-11 Managed VOIP Solution

Criteria	ForeRunner Technologies w/Univerge Blue	Vertical Communications w/MiCloud Connect	VR3 Cloud	Communication Square w/Team
Mandatory Elements - 50	42.50	45.00	38.75	40.00
Proposed Plan - 75	68.75	57.50	70.00	71.25
Qualifications - 75	67.50	53.75	66.25	62.50
Technical Proposal - 100	96.66	98.81	98.63	90.81
References - 75	55.00	58.75	66.25	50.00
Preferable Features - 10	6.00	5.00	6.75	6.25
Value Added Products and Services - 15	6.25	10.50	5.50	9.25
Interviews (if needed) - 150	120	135	105	90
Total - 550 possible	462.66	464.31	457.13	420.06
Cost Proposal Fee - 50	50	41.1		
Follow-up Interview - 50	50	40		
Final Total - 650 possible	562.66	545.41	457.13	420.06

Criteria	VearaLink w/CISCO UC	EC United w/8x8	MXnCorp w/Fortinet	Howard Technologies w/VOXO	Axim Global w/Zoom
Mandatory Elements - 50	40.00	30.00	41.25	28.75	30.00
Proposed Plan - 75	61.25	47.50	46.25	48.75	13.75
Qualifications - 75	52.50	56.25	47.50	28.75	8.75
Technical Proposal - 100	99.04	99.70	98.51	94.93	96.90
References - 75	51.25	51.25	36.25	37.50	7.50
Preferable Features - 10	9.25	6.25	8.75	6.25	5.00
Value Added Products and Services - 15	11.25	8.75	12.50	5.00	10.00
Interviews (if needed) - 150	90				
Total - 550 possible	414.54	299.70	291.01	249.93	171.90
Cost Proposal Fee - 50					
Follow-up Interview - 50					
Final Total - 650 possible	414.54	299.70	291.01	249.93	171.90

AGREEMENT BETWEEN THE CITY OF DUNWOODY AND FORERUNNER TECHNOLOGIES, INC.

This Agreement (the "Agreement") is made this ____ day of _____, **2021**, by and between Forerunner Technologies, Inc. (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS, the City of Dunwoody solicited RFP 21-11 Managed VOIP Solution Project in the City of Dunwoody, Georgia for the Dunwoody Technology Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP 21-11 Managed VOIP Solution Documents and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Dunwoody Technology Department Director or her representative. The RFP 21-11 is referenced, attached and incorporated herein as Exhibit A, and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Managed VOIP Solution Project as described in its entirety to the specifications as directed by the Technology Director or her representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or her designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. In consideration for Services, Dunwoody shall pay a not to exceed price of \$107,897.04.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the Services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2021. This Agreement shall automatically renew for three (3) additional years beginning approximately January 1, 2022 unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is

necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof.

Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar Services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the Company:

Forerunner Technologies, Inc.
Attn: Mr. Bob Angrilla, Senior Account Executive
150-M Executive Drive
Edgewood, NY 11717

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date _____

Approved as to form:

City Attorney

Attest:

City Clerk

Forerunner Technologies, Inc.

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES



Request for Proposals - RFP 21-11

Managed VOIP Solution

Issue Date: Friday, September 3, 2021

Questions due by: Friday, September 17, 2021, at noon.

Proposal Due Date: Tuesday, September 28, 2021, at 2 p.m.

Work will commence no later than December 1, 2021

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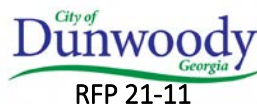
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1 Introduction

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for RFP 21-11 Managed VOIP Solution. The City will consider service providers whose proposals meet the criteria established in the Request for Proposal. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Work will commence no later than December 1, 2021.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**John Gates, Purchasing Manager – Confidential RFP 21-11 Managed Voip Solution.**” Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. **The City must receive proposal packages no later than Tuesday, September 28, 2021, at 2 p.m.,** at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

Contractors shall submit all questions regarding Purchasing RFP 21-11 via email only to Purchasing@dunwoodyga.gov no later than Friday, September 17, 2021, at noon. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**John Gates, Purchasing Manager – Confidential RFP 21-11 Managed VOIP Solutions**” and addressed as follows:

**John Gates, Purchasing Manager
Confidential – RFP 21-11
Managed VOIP Solutions
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City’s staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list companies that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all the responsive, and responsible, Bidders or only from those companies that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate SEALED envelopes. The first envelope shall include the TECHNICAL proposal, containing one (1) printed and signed original and one (1) electronic copy in searchable/printable PDF. The second sealed envelope shall include the COST proposal, containing one (1) original printed copy signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder’s technical response (and must include the **Appendix D –Technical Table**); the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder’s organization name, address, contact information and clearly labeled (RFP) 21-11 Managed VOIP Solution TECHNICAL Proposal.

The cost proposal envelope should only contain the Bidder’s cost proposal (and must include the

Appendix C –Cost Table); the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and clearly labeled (RFP) 21-11 Managed VOIP Solution COST Proposal**.

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders' cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person, via zoom teleconference, or via telephone with the qualified company(s) as identified by the City, or if short-listing occurs, the City may negotiate with some or all of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers, which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to Purchasing@dunwoodyga.gov. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

2 General Information

2.1 Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community with many of the metro areas top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit

provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private companies. From the initial incorporation, the City has operated as a public-private partnership (PPP), with a vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

2.2 Purpose of Procurement

The existing Cisco based Call Manager System is reaching end of life and limited by antiquated, on-premises, server functionality. The purpose of this RFP is to move to a cloud-based (or equivalently available), integrated, universal state-of-the-art system that will drastically enhance the City's communications resources.

* * * END OF GENERAL INFORMATION * * *

3 Scope of Work

3.1 General Requirements

The City of Dunwoody is requesting written proposals from qualified vendors for the implementation of a comprehensive VOIP Solution. Vendors submitting proposals should have adequate prior experience working with local government. Vendors should include an explanation of implementation plan including process reviews and proposals should meet the following requirements (full list of features and functions are located in **Appendix D – Technical Table**):

1. Fully managed VOIP Solution,
2. High reliability, availability, and built-in redundancy utilizing internet SIP lines in designing failover features easily scalable across a multisite environment,
3. VOIP System redundancy, disaster recovery, business continuity in the event of a network, power outage or other local disruptive, unplanned event,
4. User-Friendly, easily programmable, customizable equipment or resources for both administrative managers and end-users,
5. LDAP/Active Directory integration, single sign-on, unified messaging, text messaging, O365 and Microsoft Teams integration, voice and video conferencing, voicemail to email, single number reach, and conference bridge capabilities,
6. Advanced system features including call queues, scalable auto-attendant capabilities, after hours and holiday programming, system times, music on hold, and phone paging,
7. Administrative attendant console and user tools for managing high call volumes, missed calls, transfers, and employee in/out, DND appearances,
8. Mobility of phones with the ability to function through VPN to on premise or Cloud including reliable and quality wireless headsets and mobile equipment,
9. Phone and Voicemail systems must be easily integrated and proven to perform reliably together,

10. Windows Desktop application that acts as a softphone for calling, texting, voicemail, and setting various status,
11. Centrally managed web-based portal for managing and viewing configurations, reports and metrics for total usage, per department, per user, calls, recordings, etc.,
12. Proactive platform, device, resource, consumption/health monitoring and support systems,
13. Compatibility with traditional facsimile machines or offer e-fax services to augment the need for traditional facsimile machines,
14. On-demand and continuous recording options for different phone lines with the ability to enable, retain, and access associated call metadata,
15. Dedicated, Trained Tier I/II US-Based 24x7x365 Technical Support and 8x5x260 Account Management Team
16. System-wide training program for End-Users and System Administrators,
17. Ability for end users to manage their extension, greeting, voicemails, calls, texts, forwarding, and other related unified communications from the mobile app.

3.2 Preferable Features

The City has the following preferences for consideration:

1. Compatible with existing CISCO 7841 and 7821 phones,
2. Compatible with existing Eleveo zoom recording application.

3.3 Value Added Products and Services

Include any additional products and/or services available that vendor currently offers in their normal course of business that is not included in the scope of this RFP that you think will enhance and add value to the product.

The vendor shall demonstrate the ability to complete all tasks outlined in this RFP and provide examples of successfully completed projects of a similar nature. The vendor shall agree to an explanation of implementation plan including process reviews with departments.

* * * END OF SCOPE OF WORK * * *

4 Proposal Format

4.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

4.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the TECHNICAL proposal and the other being the COST proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address but in separate envelopes within that package. The City will score all

technical proposals first before evaluating the Cost proposal. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

4.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 21-11 Managed VOIP Solution TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder's technical response.

The technical proposal envelope should contain, at the minimum, **Appendix D –Technical Table**, showing the required functions with an explanation of service. The City will not evaluate any additional material submitted by the Contractor.

4.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

- One (1) printed and signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF.

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 21-11 Managed VOIP Solution COST Proposal**.

The cost proposal envelope should contain, at the minimum,

Appendix C –Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP, if relevant. The City will not evaluate any additional material submitted by the Contractor.

4.3 Proposal Content

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section 4.3.1 **Technical Proposal Content**. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

4.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section **4.2.1** of this RFP.

The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty-page limit in an **Appendix E – Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

4.3.1.1 Letter of Transmittal

A letter of transmittal that provides the following information must accompany each proposal:

- Identify the submitting organization.
- Identify the name, title, telephone number, and an e-mail address of the contact person of the organization.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

4.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed in the scope of services lists in **Scope of Work** by completing **Appendix D –Technical Table**. Additionally, Bidders should respond to each item listed below by not merely affirming an item but rather expanding (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP.
- Describe your company's approach and methodology to ensure delivery of high-quality services.
- Describe your company's methodology to ensure collaboration with City staff to ensure an efficient implementation. Include a timeline for implementation assuming a start date no later than November 1, 2021.
- Describe your company's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your company's methodology for ensuring timely completion of implementation to the new system.
- Provide and describe a list of any Bidder-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your company's approach to support the City's environmental sustainability goals.

4.3.1.3 Qualifications and Experience of Company and Staff

4.3.1.3.1 QUALIFICATIONS OF COMPANY AND STAFF

This section shall include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:



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- Describe attributes, special capabilities, techniques, or resources that make your company uniquely qualified to provide requested services.
- Discuss your company's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the company has had any litigation in the last five (5) years and the outcome of such litigation.
- The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.
- A listing of ongoing similar contracts to this RFP that were in effect in the last 12 months in the State of Georgia. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.
- A listing of any staff that will be working on this project including a copy of their resume and/or qualifications.

4.3.1.4 References

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

4.3.1.5 Required Forms

The City requests Bidders to complete, sign, and return as a part of the TECHNICAL proposal all forms that are attached to this RFP (with the exception of _____)

Appendix C –Cost Table that should be a part of the COST Proposal).

4.3.1.5.1 TECHNICAL PROPOSAL:

- Executed Proposal Form (**Proposal Form**) which includes acknowledgement of any and all Addenda to this RFP
- Executed Affidavit Verifying Status for City Public Benefit (**Appendix B - Affidavit**)
- **Appendix D –Technical Table**
- The Technical Proposal which may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above that in an **Appendix E – Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

4.3.1.5.2 COST PROPOSAL:

- _____
- **Appendix C –Cost Table** (to be submitted with Cost Proposal)

Failure to submit completed and signed forms may result in proposal rejection.

4.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these



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materials may or may not be reviewed by all evaluators and shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

4.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall show Total for One-Time charges, Total Maintenance Fee for three (3) years, and a combined Total price as listed on the Cost Table form. Additionally, Bidder's should complete the Cost Table in Appendix C to show the itemized pricing for each item included in the totals. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding company shall sign the cost proposal. Bidders shall complete all parts of _____

Appendix C –Cost Table.

* * * END OF PROPOSAL FORMAT * * *

5 Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP under **Proposal Format**.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

1. Proposed Management Plan, Implementation, Integration, and Approach of Work

The Proposal shall outline the plan that the Bidder will use to provide the most effective delivery of services put forth by the City.

2. Company and Staff Qualifications

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to work on the implementation of this project.

3. Cost Proposal Fee – (Submitted in a separate SEALED package from the technical proposal)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors.

4. Ability to meet the requirements of this RFP

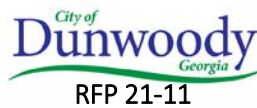
The technical table must be submitted and must include detailed responses for all 1, 3, and 5 responses as described in **Appendix D –Technical Table**.

5. References

Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

6. Interviews (Optional)

At its option, the City may invite companies in for a presentation and interview.



Proposal Form
City of Dunwoody, GA
RFP 21-11 Managed VOIP Solution

Company Name: _____

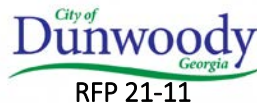
The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 21-11 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 21-11 Managed VOIP Solution, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 7.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.



Company Name: _____

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date

1. _____
2. _____
3. _____
4. _____
5. _____

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work will commence no later than November 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.



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Company Name: _____

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name: _____

Federal Tax ID: _____

 Address: _____

Email Address: _____

Telephone Number: _____/Fax Number: _____

 Does your company currently have a location within the City of Dunwoody? ☐ Yes ☐ No

 Will your company accept the City's procurement card for payments from the City? ☐ Yes ☐ No

 Representative Signature

 Date

 Printed Name

7 Instruction to Bidders

7.1 Intent

It is the intent of these Instructions to establish guidelines for the proper completion of Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

7.2 General

- A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Vendor and shall have full responsibility to the City for all obligations under the Contract.
- C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- D. The Contract, if awarded, shall not be construed to create unto the Vendor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.

- F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

7.3 Environmental Sustainability

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

7.4 Examination of Proposal/Contract Documents

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents"). Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

7.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, September 17, 2021 at noon. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

<https://www.dunwoodyga.gov/business/doing-business-with-the-city>

<http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

7.6 Preparation of Proposals

- A. Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the

City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.

- B. All Proposals shall contain the name and business address of the individual, company, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- C. If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- D. If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

7.7 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

7.8 Delivery of Proposals

- A. All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- B. All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered but will be returned unopened.
- C. Each Bidder's response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, or loss of profits. The Bidder shall have no right to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- D. Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

7.9 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

7.10 Withdrawal of Proposals

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

7.11 Disqualification of Bidders

- A. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:
1. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, company, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide services. For purposes of this section, the term "affiliates" means companies, partnerships, corporations or other entities under common control.
 2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City.
 3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
 5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work or
 6. Evidence of improper communication as described in section 7.9 above.
 7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.

- B. The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

7.12 Rejection of Irregular Proposals

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals; fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices; or contains other irregularities of any kind.

7.13 Notice of Intent to Award Contract

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within sixty (60) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

7.14 Responsibility of Bidders

- A. City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a company, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

7.15 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

7.16 Power of Attorney and Countersignature

Not Applicable.

7.17 Execution of Contract

- A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished, and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B. A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected, and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 7.10).
- C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

7.18 Georgia Sale Tax

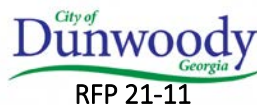
The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

7.19 Subcontracts

- A. The Contractor's right to subcontract shall be governed by the provisions of Section 8.17 of the General Conditions.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

7.20 Familiarity with Laws

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve



Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

7.21 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

7.22 Minority and Woman Business Enterprise ("MWBE") Participation

An MWBE participation goal has not been established for this Contract. Such participation is encouraged but will not be considered during the evaluation process for award of this Contract.

7.23 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged but will not be considered during the evaluation process for award of this Contract.

7.24 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 8.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

7.25 Proposal Errors

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in blue ink.

7.26 Compliance with Occupational Safety and Health Act

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions, therefore, shall meet all EPA and OSHA requirements.

7.27 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators in January 2021.

7.28 No Proposals

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

7.29 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

8 General Conditions

8.1 Scope of Work

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

8.2 Regulations

- A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- B. The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

8.3 Work Hours

- A. The Contractor shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Depending on the nature of the work, the City may require the Contractor to perform work outside of the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform

no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email, or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.

- B. In the event an emergency condition is declared by the Mayor, City Manager or their respective designees, the Contractor will perform work during such hours as requested by the City.
- C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

8.4 Contractor's Personnel

- A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- H. While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

- I. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
 1. The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
 2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 3. In the event that the designated Project Manager terminates employment with the Contractor or is requested by the City to be removed from the role of Project Manager (as provided in Section 8.4.1.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- J. The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

8.5 Performance Requirements

- A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- E. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

8.6 Confidential Information

- A. In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- B. The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- C. The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- D. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8.7 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8.8 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

8.9 Compensation - Invoice and Payment for Services

- A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute.

No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

- F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. Contractor will make available for inspection reports and supporting documentation, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

8.10 Compliance with Laws and Regulations

- A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

8.11 Contractor's Liability

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 8.11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 8.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

8.12 Indemnification and Insurance

- A. The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 8.14 (D) below by or in favor of any person described in Section 8.14 (E) below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 8.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- B. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- C. The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.



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- D. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- E. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 8.14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- F. No provisions of Section 8.14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- G. Insurance
1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
 - a) Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:
 1. \$ 2,000,000 General Aggregate
 2. \$2,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal & Advertising Injury
 4. \$1,000,000 Per Occurrence
 5. \$10,000 Medical Expense, and
 - b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 8.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
 - c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per

- occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy
2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.
 3. Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
 4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. Contractor shall provide a Workers Compensation waiver of subrogation.
 5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
 6. Health Insurance. Not applicable.
 7. Garage Liability Insurance. Not applicable.
 8. Garage Keeper's Legal Liability Insurance. Not applicable.
 9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
 10. Pollution Liability Insurance. Not applicable.
- H. Deductibles. The Contractor's policies of insurance required by this Section 8. may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.
- I. Other Insurance Requirements. All insurance policies required by Section 8.14 (G). shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies, which meet the requirements of Section 8.15 (B) of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days'

prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notices of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

8.13 Surety Bonds/Letters of Credit/Liability Insurance

- A. A surety Bond/Letter of Credit is not required for this Contract.
- B. Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than a "A-" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

8.14 Contract Adjustments

- A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.
- B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 8.18 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract. Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

8.15 Subcontractors

- A. The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 8.17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- C. In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

8.16 Default and termination

- A. In the event that:
1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
 2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 3. The Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
 7. There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
 8. The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 8.2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.
- C. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to

be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

8.17 City's Authorized Representative

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

8.18 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 8.18 hereof.

8.19 Notices

- A. Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a



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nationally recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

- B. Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

- C. Either party may change its notice address by written notice to the other given as provided in this section.

8.20 Nondiscrimination

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the

Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 8.22 (A) through 8.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

8.21 Copying Documents

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a Public Records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

8.22 General Provisions

- A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.
- B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by

any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- D. The Contractor warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- F. The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 8.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

- J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally

resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

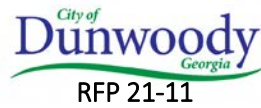
- N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been accompanied in writing within twenty-four (24) hours by the City.
- O. The Contractor is an independent contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.
- Q. There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.



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- U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *



Appendix A - No Response to Request for Proposals

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

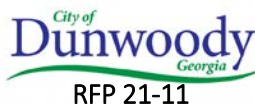
John Gates, Purchasing Manager
CONFIDENTIAL – RFP 21-11
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

Our company's reason for not submitting a Proposal is:

Company Name: _____

By: _____
Name, Typed or Printed

Its: _____
Title, Typed or Printed



Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) ☐ I am a United States citizen

OR

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Applicant Signature

Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 2021

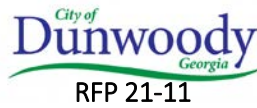
Notary Public

My Commission Expires: _____

Alien Registration number for non-citizens:

* _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Appendix C –Cost Table

Submitted by (COMPANY) _____

The City requests that all Bidders for Managed VOIP Solution provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under Scope of Services Managed VOIP Solution that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Item 1. Price for all one-time charges (including equipment, support, implementation, and training costs):

\$ _____

Item 2. Total Maintenance Fees for three years:

\$ _____

(Price shown should be annual maintenance cost x 3)

Total Price (Sum of Item 1 and Item 2) \$ _____

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (COMPANY) _____

Cost Table				
One Time Charges				
Equipment, Implementation, Support, Training, etc.	Quantity	Rate	Cost	Additional Details/Specifications
<i>Ex. Phone Hardware</i>	100	\$ 183.00	\$ 18,300.00	CISCO CP-7841
<i>Ex. Systems Administrator Training</i>			\$ 5,000.00	up to 6 users for 2 days up to 8 hours per day course
Recurring Charges				
Annual Recurring costs	Quantity	Rate	Cost	Additional Details/Specifications
<i>Ex. Software Licensing</i>			\$ 15,000.00	
<i>Ex. System Maintenance</i>	12	\$1,000.00	\$12,000.00	100 users @ \$10/user

Appendix D –Technical Table

Submitted by (COMPANY) _____

In the following table, indicate the solution's ability to meet each function by entering a 0, 1, 3, or 5 in the "Able to Provide" column, where:

0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes

For any function with a response of 1, 3, or 5, describe how the requirement is met. If provided by a third party or partner, provide the product name, description, and how it integrates with Bidder's technology.

Technical Table			
Required and Preferred Functions and Features			
Operational Function		Able to Provide?	Describe the Capability: how is it accomplished? (Required for 1, 3, or 5 response)
1	Administration, global changes - allows an administrator to implement global programming and configuration changes across the networks		
2	Administration, scheduled changes - allows an administrator to schedule and implement programming changes across the network based on time of day, day of week, and month or year		
3	Automated attendant - this feature presents callers with a voice menu of options, then routes calls according to the key input		
4	Automated attendant, individual greetings - capable of answering individual ports/DIDs with different greetings		

5	Automated attendant, personal - unanswered calls to a number or extension are delivered to a voice prompt that allows callers to choose from multiple options (another extension, external number, etc) or voicemail		
6	Automated attendant, personal greetings – users can instruct the system to greet their callers with a personal message or prerecorded message		
7	Automated attendant, scheduled - after hours and holiday programming, employee in/out		
8	Automated attendant, single digit menu – the menu capability provided by the auto- attendant must provide single key access to menu choices		
9	Call auditing – allows a system administrator to track an outbound call, placed from any location on the network, by the originating extension number, date, time, number dialed, trunk used, and duration		
10	Call blocking – an administrator can block calls from specific exchange or area code, e.g., 976 exchange or 900 area code		
11	Call coverage (find-me follow-me) – users can route incoming calls to another location or locations, and to route multiple numbers to a single phone or answering service; e.g., incoming calls can be routed to all user devices simultaneously, to different locations based on a preset schedule, or sequentially to any combination of user's office, cell, laptop, etc.		
12	Call Parking - a user may pause the current conversation, and retrieve the call from a different phone		

13	Call forward – users can send incoming calls to another number (internal or external to the network, landline or cellphone); all calls, when line is busy, and when call is not answered		
14	Call forward, permanent – virtual number with permanent call forward to another number, i.e., so it appears to be calling a local number		
15	Call pickup – allows users to dial a feature code or press a button to answer a call ringing any other phone, within a predefined pickup group or a specific extension		
16	Call rejection – ability to block calls from specific numbers; caller hears a recording the number called is not accepting calls from them at this time; state how many numbers can be rejected		
17	Call waiting – user will hear a call waiting tone if they are on another call		
18	Caller ID, inbound – the name and number of the calling party, whether internal or external, appears in the user's display		
19	Caller ID, outbound – can be configured to announce individual DID numbers or the company's main number, or it can be blocked entirely		
20	Caller ID, outbound block – selected users may block/unblock outbound caller ID on a per station basis		
21	Centralized administration - web-based portal for managing and viewing configurations, reports, and metrics		
22	CISCO CP-7841 and CP-7821 compatibility - preferred		

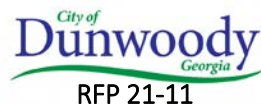
23	Classes of service – allows restriction of outbound calls, either entirely, or by calling areas (local, toll, domestic, international) on a per-user basis		
24	Conference capability – provides call conferencing, internal or external with both meet-me (no password codes) and administrator/moderator (with password codes); note the maximum number of lines that can be conferenced		
25	Cost allocation and reporting – an administrator can view and export to CSV inbound and outbound call details by originator, destination, rate centers, duration, and cost		
26	Diagnostic tools – allows an administrator to run a series of procedures and diagnostic tools to isolate and troubleshoot component and software level failures		
27	Dial by extension - global or menu option that enables callers to reach a user by dialing his or her extension		
28	Directory, nonpublished number – number is not published in the phone directory or available thru operator services		
29	Directory Search Feature - allows callers to be transferred to an extension based on their selection from a directory menu, without assistance from a person		
30	Disaster Recovery and Redundancy - business continuity in the event of a network, power outage, or other local disruptive, unplanned event		

31	<p>E911 – location information (facility and zone) provided when user dials 911:</p> <p>a. Describe how your system supports enhanced 911</p> <p>b. Does your system have the capability of providing a unique identifier for each handset location, including those that do not have an assigned DID?</p> <p>c. Does your system have the capability to alert a console, specified phone station when a 911 call is dialed?</p>		
32	<p>Extension assignment – every phone or user is assigned an extension, the last 4 four digits of that user or phone's DID number; extensions can be used for internal calling, transferring, or in conjunction with dial-by-extension functionality in the auto- attendant</p>		
33	<p>Facsimile compatibility - compatible with traditional fax machine or e-fax offering, please explain</p>		
34	<p>Feature administration – an administrator can enable/disable features at the user level</p>		
35	<p>Headsets – allows users to make and receive calls with a headset instead of a handset</p>		
36	<p>Hold – a user may pause the current conversation, and retrieve the call from the same phone</p>		
37	<p>Hot line – when phone is picked up, line autodialed a pre-programmed number (e.g., 911 for emergencies, a service desk, etc.)</p>		
38	<p>Intercom - can configure internal system intercom option between devices</p>		
39	<p>IP soft phones – supports an IP soft phone</p>		

40	LDAP/Active Directory Integration - single sign-on, unified messaging, O365/Teams integration		
41	Message management – when listening to messages, user has the ability to rewind, forward, and pause the message		
42	Message, forward – ability to forward messages, with or without additional comment.		
43	Message, portal - users can access a web portal to view, save, and otherwise manage their messages		
44	Multiple call appearance – allows a user to have the opportunity to take more than a single call at one time		
45	On hold reminder ring – if user is not on another call while a call is on hold, they will hear a reminder ring; describe the intervals		
46	Passwords – required for system administration tools		
47	Quality of Service – system supports industry standards for QoS		
48	Recording - administrator can configure recording to be constant and/or On-Demand for specific devices and/or extensions - preferred Eleveo Zoom inc compatability		
49	Redial – a user can call the previous internal or external phone number dialed without re-entering the number		
50	Remote access to administration – allows an administrator to remotely access the network for administration and maintenance purposes		

51	Redundancy - highly reliable with built-in redundancy utilizing internet SIP lines in designing failover		
52	Report, call detail – an administrator can view and export inbound and outbound call details by originator, destination, rate centers, duration, and cost		
53	Reports Functionality - give a brief overview of the reporting functionality within the system		
54	Ring tone selection – user can choose between distinctive ring tones to help distinguish their phone from neighboring phones/lines		
55	Route selection, automatic – route calls out trunk groups terminated on any system in the network		
56	Routing flexibility – dynamically route a call over various network paths to avoid congestion at any location		
57	Security, Best Practices - give a brief overview of the security features and functionality within the system and/or explanation of guidelines being followed		
58	Speakerphone – provides full-duplex speakerphone capability		
59	Speed dial – a user can program internal or external numbers as two-digit speed dials accessed using a feature code, or as programmed buttons		
60	Speed dial – allows a user to press a button pre-programmed with a phone number; both system wide and user speed dial numbers must be accommodated		

61	Station administration – allows an administrator to setup, configure, and troubleshoot any station on the network from the centralized administration platform		
62	Temporary deletion – user can retrieve a deleted message during current session or from the web portal		
63	Toll restriction – the capability to block long distance calls from specific stations		
64	Transfer – allows user to transfer an active call to another extension or external/cellphone number		
65	Transfer directly to voicemail – user has ability to easily transfer a caller directly to another user's voicemail		
66	Unified messaging – how does the solution integrate with Microsoft Office 365 Email		
67	Voicemail distribution groups – users can send voicemail to a predefined group of users		
68	Voicemail envelope information – incoming messages are automatically labeled with date, time, duration, and Caller ID		
69	Voicemail notification – notification of a new voicemail message can be sent to an external number (e.g., cell phone) or email		
70	Voicemail transcription – voice messages are transcribed to text and emailed to the user along with a WAV file		



Appendix E – Examples of Previous Work with Similar Operations and Clients

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

TABLE of CONTENTS

<u>Section #</u>	<u>Description</u>
1.	Forerunner Technologies, Inc. – Introduction Letter
2.	NEC Univerge Blue Connect Literature
3.	Forerunner Technologies, Inc. – White Glove Connect Information
4.	Forerunner Technologies, Inc. – Organization Chart for Blue Team
5.	Forerunner Technologies, Inc. – Certifications
6.	Forerunner Technologies, Inc. – Technician Bio's
7.	Forerunner Technologies, Inc. – Résumes
8.	Forerunner Technologies, Inc. – City of Dunwoody Project Timeline
9.	NEC Univerge Blue Connect Go Live Readiness Checklist
10.	NEC DT900 Sample User Guide
11.	Customer Escalation Document Day 2 Support Reference
12.	Forerunner Technologies, Inc. – Customer References Provided
13.	Appendix D – Technical Table
14.	Appendix E – Examples of Previous Work with Similar Operations and Clients Generation Kia Paul Frederick Quality of Life

October 8, 2021

Mr. John Gates
Purchasing Manager
City of Dunwoody Georgia
4800 Ashford Dunwoody Road
Second Floor
Dunwoody, GA 30338

Dear Mr. Gates:

Forerunner Technologies, Inc. is pleased for the opportunity to submit this proposal to City of Dunwoody Georgia (RFP 21-11 Managed VOIP Solution). We are very confident in our ability to fully address your Cloud Hosted VoIP Communications requirements as requested. All feature functionality that is described, as required herein, is included in the price, unless so noted. All terms and conditions are also set forth herein and are incorporated in the proposal.

Based on our understanding of City of Dunwoody Georgia (RFP 21-11 Managed VOIP Solution) requirements, we feel Forerunner Technologies, Inc. is uniquely qualified to be the best business partner for City of Dunwoody Georgia based on the following key differentiators:

Forerunner Technologies, Inc. currently offers and supports several voice application products including but not limited to NEC, Avaya, Mitel, and Toshiba. After careful consideration, we felt that the NEC UNIVERGE BLUE CONNECT portfolio best meets your requirements. Our proposed solution is enclosed for your review.

Forerunner Technologies, Inc. has been a leading provider of telecommunications products and services for 32 years. Our 8,500+ clients include government entities, commercial and retail businesses of all sizes, K-12 school systems, universities, and healthcare facilities. We are especially proud of our partnership with a growing number of municipal and Higher Education clients nationwide.

We are excited about the possibility of becoming an extension of your resource team. If you have any questions or concerns, please feel free to contact me at 631 892 3706 or via email at bob.angrilla@ftrtinc.com, or contact Rick Taylor, Executive Vice President of Sales and Marketing, at 631 892 3721 or via email rick.taylor@ftrtinc.com.

As representatives of Forerunner Technologies, Inc. we are authorized to discuss, negotiate, or obligate our company to any contract resulting from this effort. For additional information about our company, please visit the Forerunner Technologies, Inc. website at <http://www.ftrtinc.com>.

Sincerely,



Bob Angrilla
Senior Account Executive, Sales

- Forerunner Technologies Inc. understands all the service delivery objectives, work activities, and deliverables requested by this RFP and the City of Dunwoody.
- Forerunner Technologies Inc. approach to each project is customized to meet the needs of the customer. Our approach and methodology is what makes Forerunner Technologies Inc. stand out from our competitors as we provide a “White Glove” approach to each and every hosted project we implement. Our “white Glove” approach insists of the following
 - A dedicated Project Manager for the entirety of the project
 - A dedicated trainer (either onsite or remote)
 - Not just sending links to web training videos.
 - A dedicated Database Collector
 - To assist the City of Dunwoody of gathering all pertinent information for a successful hosted phone deployment
 - Onsite deployment of phone instruments will be conducted by a qualified Forerunner Technologies Inc team member or members.
 - Our Nationally recognized Operations Center (NOC) provides world class 24/7/365 support with ALL support personal based in the United States.
- Forerunner Technologies Inc. will collaborate through the life cycle of the project with the City of Dunwoody staff and associates through weekly project update calls. (See Attachment of sample timeline)
- Forerunner Technologies Inc. Will provided a dedicated qualified Project Manager through the life cycle of the project. (See attached resumes of project managers).
- Forerunner Technologies Inc. upon being awarded as the winning bidder will commence the following.
 - Project kickoff call
 - Introduction of key team members and roles and responsibilities.
 - Weekly project status update meetings
- List of Bidder Supplies anticipated using
 - Standard RJ45 Patch cords (in various lengths)
 - Corrugated boxes
 - NEC DT900-32LCGS model phones (quantity 150)
 - Polycom Trio8500 model conférence phones (quantity 7)
- Forerunner Technologies Inc. approach to being environmental sustainability has always been to be “Green” whereby upon completion of the project all of the old Cisco Call Manager phones in various models will be collected and put into Forerunner Technologies Inc. provided corrugated boxes and disposed/destroyed in an environmental way. A document will be provided to the City of Dunwoody.

4.3.1.3 Qualifications of Company and Staff

- Founded in 1989, Forerunner Technologies Inc. has developed into a leading provider of telecommunications equipment and services provider to many prestigious customers from a variety of industries including on the Federal, State and County levels. Over our 32 years in business, Forerunner Technologies Inc. has built tremendous relationships both with our manufacturers and our client base by working closely with them on design, configuration, implementation, and day-2 support. We take pride as an organization in knowing the trust we have earned from our ever-growing 8000+ client base as we continuously exceed the high standards that we are held to and what is expected of our organization.
- Forerunner Technologies Inc. is one of only three organizations that hold the NEC Platinum Partner in the continental United States.
- Forerunner Technologies Inc. consistently has one of the highest NPS score (Net Promotor Score) on a monthly average above 92%.
 - To obtain our NPS score, Forerunner Technologies Inc. uses an outside consultant firm to ensure that we receive an unbiased perspective of how we are serving our clients everyday needs.
- Forerunner Technologies Inc. has deployed over 200 hosted solution projects ranging in size from a 2-set deployment to over a 400-set deployment.
- Forerunner Technologies Inc. has NO pending litigation, nor has it ever had any litigation against said company.



UNIVERGE BLUE® CONNECT

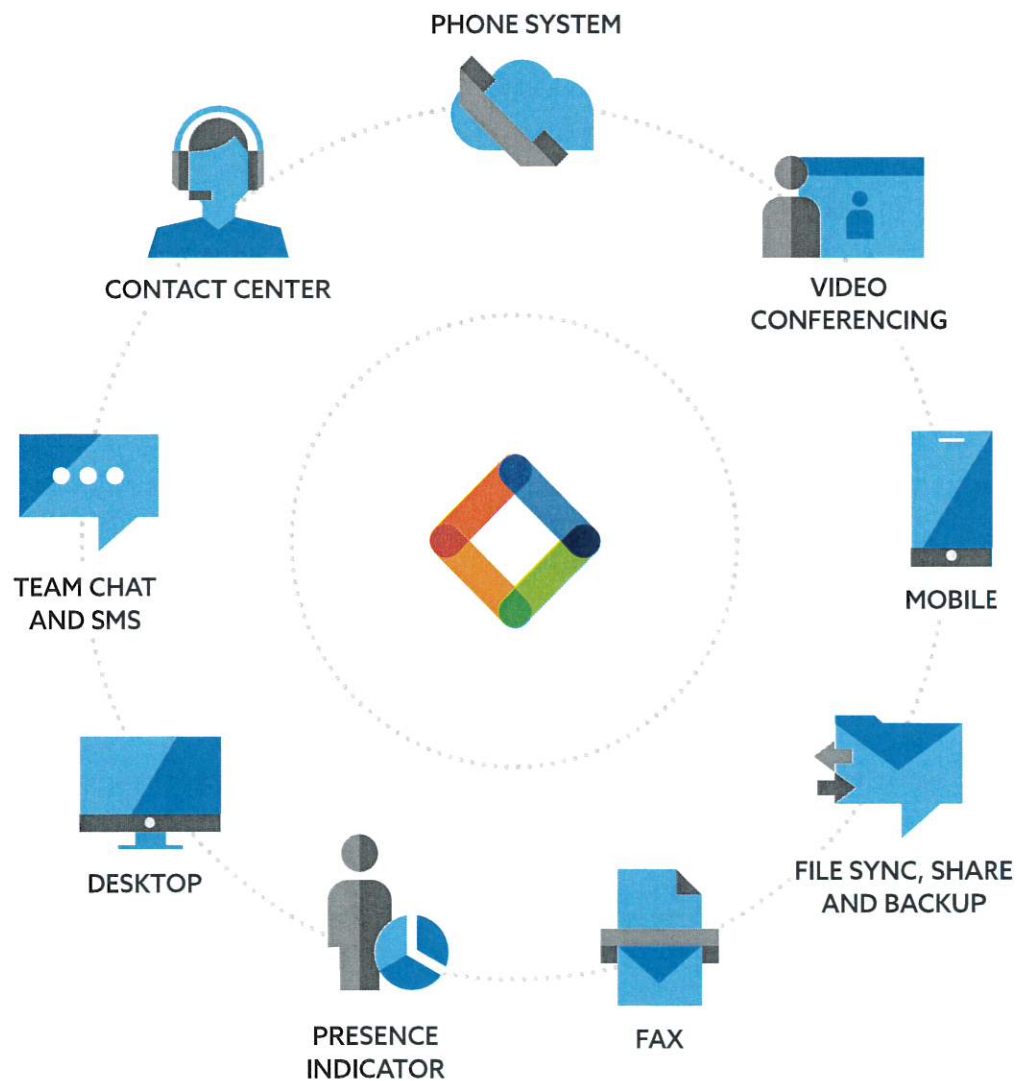
Take your business to the next level with
fully integrated unified communications.





UNIVERGE BLUE® CONNECT

UNIVERGE BLUE® CONNECT is an easy-to-use cloud-based communications platform that helps employees to be more productive and collaborative. It includes a full-featured phone system combined with chat, web/video conferencing, and files sync, share and backup capabilities.



UNIVERGE BLUE® CONNECT

PLATFORM OVERVIEW



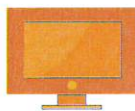
PHONE SYSTEM

- Cloud-based phone service with 100+ enterprise grade calling features and excellent network call quality and uptime
- System configuration and call reporting are managed from a single web-based portal



MOBILE

- The UNIVERGE BLUE® CONNECT Mobile App makes any smart phone an essential collaboration tool
- Extend your desktop phone number and extension to your mobile phone
- Place calls and receive calls, send chats and text messages, see who is available and manage voicemail – anytime, anywhere
- Protect your business and increase employee productivity with Spam Caller Protection



DESKTOP

- The UNIVERGE BLUE® CONNECT Desktop App empowers employees with the flexibility to communicate the way that works best for them
- See who is available, send chats and text messages, place and receive calls, share screens, start video calls, share files, view and manage voicemails—all from a single application.
- Use desktop application to place and receive calls or as a call controller for your associated desk phone or as a soft phone from your PC or Mac®



VIDEO CONFERENCING

- Face to face meetings via HD video eliminate unnecessary travel and empower teams with remote members to be more productive
- Establish a personal connection with customers and business partners, and improve internal communication between offices



REMOTE OFFICE

- NEC's UNIVERGE BLUE® CONNECT preconfigured phones can be plugged into any location that has an internet connection
- Remote desk phones work exactly the same way as they do in the office, with access to all the same features and functionality as everyone else in the company



ONLINE MEETINGS

- Host web meetings using slides, or screen-sharing with up to 12 HD video presenters and up to 100 web attendees

UNIVERGE BLUE® CONNECT

PLATFORM OVERVIEW



PHONE

- › UNIVERGE BLUE® CONNECT phones are plug and play, delivered pre-configured to work seamlessly
- › No special setup or technician required



VOICEMAIL

- › UNIVERGE BLUE® CONNECT voicemail can be managed and accessed according to user needs.
- › Listen and manage from the desktop phone, or through the mobile app
- › Transcribed voicemail messages can be delivered via email, or viewed on the mobile app
- › Voicemail can be received or forwarded as a downloadable email attachment



PRESENCE INDICATOR

- › NEC's UNIVERGE BLUE® CONNECT desk phones and applications include presence – the ability to see whether your company contact is available, or busy on the phone
- › Desktop phones include a busy lamp field (BLF) in the LCD display that indicates presence
- › UNIVERGE BLUE® CONNECT desktop and mobile apps display presence information alongside each contact in the Active Directory



FAX

- › UNIVERGE BLUE® WEBFAX is a 'virtual' fax service that allows users to receive and manage faxes via the web or email
- › Transmits faxes directly from a Windows®-based PC
- › Senders simply dial the WEBFAX number from their fax machine, as they normally would



TEAM CHAT & BUSINESS SMS

- › Send and receive chats in real-time with team members (individuals and groups)
- › Send and receive unlimited text messages across US, Canada, and Puerto Rico from your business phone number to colleagues and customers
- › Pin favorite contacts to the top of your list
- › Chat and SMS messages automatically synchronize across devices
- › Chat and SMS messages are securely encrypted in transit and at rest
- › Sync contacts from popular third-party platforms (Office 365®, G-Suite®, and more)
- › Manage company, customer and personal contacts from a single platform



FILE COLLABORATION

- › 2/10GB per user of UNIVERGE BLUE® SHARE file storage included
- › Access files from desktops, laptops, smartphones, tablets, file servers, and the web
- › Full control over files, users, devices, and sharing activities



FILE BACKUP

- › UNIVERGE BLUE® SHARE provides real-time backup of all files, mobile photos, and videos
- › Point-in-time file restoration for quick recovery from ransomware and other types of data loss
- › Share files with other users and co-edit in real time for Office 365® Users

UNIVERGE BLUE® CONNECT

BENEFITS TO YOUR BUSINESS



INCREASED PRODUCTIVITY

UNIVERGE BLUE® CONNECT makes a more productive workforce

- Allows a user's mobile devices to interact seamlessly with the corporate phone system
- Virtually anywhere, anytime, and on any device – creates a more flexible workforce
- Transcribes voicemail messages to text and/or email, allowing for more efficient voicemail management
- Integrated chat and SMS, video conferencing, screensharing, file sharing, file backup and integrations extends reach and facilitates collaboration



LOWER COSTS

No phone system hardware to buy, install, manage, upgrade or replace

- Reduces infrastructure and operating costs with no additional hardware to buy
- Consolidates voice and data onto one network
- Flat, per-user rates with no extra or hidden fees
- 100+ enterprise grade calling features included in the service



HIGH RELIABILITY

The UNIVERGE BLUE® CONNECT voice network is purpose-built for reliability

- 99.999% financially-backed uptime SLA
- VoIP tests help ensure a reliable connection and high voice quality
- Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

UNIVERGE BLUE® CONNECT scales according to the needs of any business

- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly UNIVERGE BLUE® CONTROL PANEL
- Scales to a large number of users per business



BUSINESS CONTINUITY

Never miss an important business call

- UNIVERGE BLUE® CONNECT automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



ENHANCED CUSTOMER EXPERIENCE

- Option to add UNIVERGE BLUE® ENGAGE Contact Center at any time
- Contact Center delivers more responsive, informed, and positive customer experiences
- Plans for businesses of all sizes, industries, and levels of sophistication

UNIVERGE BLUE® CONNECT FEATURES

WHAT'S INCLUDED

EACH USER RECEIVES

- › Local phone number with unique extension
- › Ability to have up to five endpoints
- › Inbound/Outbound Caller ID
- › WebFax
- › Voicemail box with transcription services
- › Team Chat and Messaging
- › Mobile App & Desktop App

EACH ACCOUNT RECEIVES

- › Centralized management of all locations
- › Auto Attendant with a direct inward dial phone number
- › Ability to configure up to 10 hunt groups
- › Conferencing: 200 toll-free minutes/month
- › Active directory integration for easy configuration of users
- › Hunt Group reporting
- › Enable/Disable call recording
- › Spam Caller Protection



UNIVERGE BLUE® INTEGRATE is an integrations platform that connects powerful voice, chat, video conferencing, and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce® and more – driving higher productivity and increasing customer retention at no heavy cost.



UNIVERGE BLUE® TELEPHONES

A VARIETY OF MODELS

With over 120 years of experience in telephones and communications systems, NEC has paired some of our best desktop telephones with UNIVERGE BLUE®.



DT930S

Touch panel
color display



DT930S

Self-labeling with
color display



DT920S

6 button phone
with greyscale display

IP DESKTOP TELEPHONES

- Choice of two DT930S models, one with touch screen and the other self-labeling, plus the DT920S 6-button
- User friendly interface makes all of them ideal for public and business usage
- Affordable and cost effective phones to suit all your business needs
- Software upgradeable, eliminating the need for new hardware
- Built-in Gigabit Ethernet comes standard on the DT930S (touch & self-labeling) and DT920S 6-button.



UNIVERGE BLUE® CONNECT

UNIVERGE BLUE® CONNECT

USER FEATURES

PHONE FEATURES

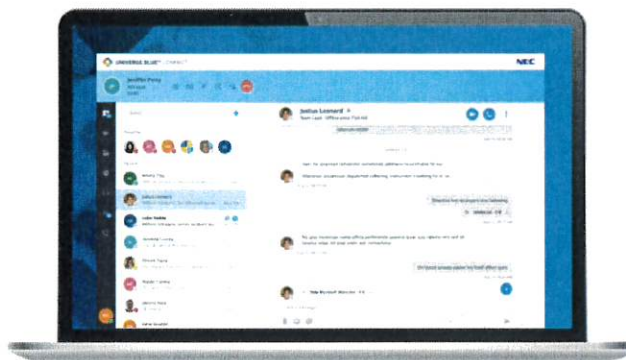
- › Call Forward
- › Call Hold
- › Call Recording
- › Call History
- › Call Transfer
- › Call Waiting
- › 3-way Calling
- › Do Not Disturb
- › Extension Dialing
- › Configurable Ring Options
- › Voicemail
- › Administrator Password
- › Named Ring Groups
- › Page all Phones
- › Call Park
- › Inbound Caller Name
- › Call Flip
- › Configurable Line Keys
- › Speakerphone
- › On-Hook Dialing
- › Remote Line Key
- › Transfer to Voicemail

SYSTEM FEATURES

- › Voicemail with Transcription
- › Auto Attendant
- › Caller ID
- › Custom Hold Music & Greetings
- › Direct Inbound Dialing (DID)
- › Call Flip
- › Conference Bridge
- › Hunt Groups
- › Hunt Group Call Reporting
- › Email and SMS notifications
- › Busy Lamp Field/Call Presence



UNIVERGE BLUE® CONNECT MOBILE AND DESKTOP APPLICATIONS



UNIVERGE BLUE® CONNECT MOBILE APPLICATION

This powerful mobile application transforms your mobile device into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send and receive chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available for Android™ and iOS.

Never miss important calls

- Extend your business phone number and extension to your mobile device, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device-seamlessly, without interruption

Easily collaborate from anywhere

- Your full desktop chat and SMS history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are

Connect with all of your contacts

- Sync contacts on your mobile device from popular third-party platforms (Office 365®, G-Suite®, and more) to your CONNECT Apps

UNIVERGE BLUE® CONNECT DESKTOP APPLICATION

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send team chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available as a downloadable app for PC or Mac®.

Communicate your way

- Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac®

One application for collaboration

- One place to see the availability of coworkers, place a phone call, send chats and text messages and launch a video conference

Stay connected on-the-go

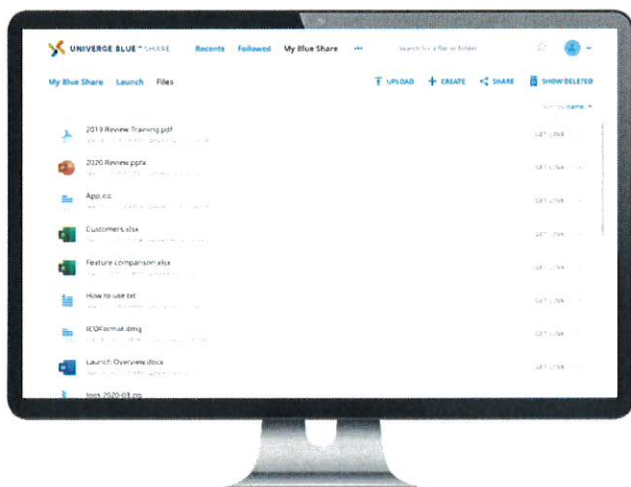
- With the CONNECT desktop and mobile applications, you take your contacts, files and conversations with you – wherever you are



VIDEO CONFERENCING & SCREEN SHARING

UNIVERGE BLUE® MEET is an easy-to-use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making
- Screen annotation: Meeting participants can call out important points on a shared screen during a meeting.
- Includes a conference dial-in number, and custom URLs for meetings
- Pro package includes up to 30 web participants, ProPlus up to 100 web participants. Both with 12 video feeds



FILE SHARING & SECURITY

File sync and share with backup for desktops, mobile devices, and file servers.

- The most current version of files from any device
- Easy and secure file sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Active Directory, Outlook®, Office®, and Office 365®
- Full control over files, users, devices, and sharing activities
- Pro packages includes 10GB/user



Improves your client's customer interactions with a highly reliable, secure and full-featured solution that can be up and running in days, not months.

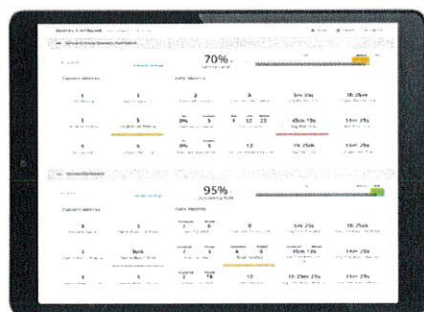
NEC's contact center agent desktop app streamlines the management of incoming calls to help reduce response times and improve service quality for more satisfying experiences. The agent desktop and web application is a customizable single pane of glass for voice, chat, email and SMS queues and can support agents in a single and multi-site contact center or remote locations.

CONTACT CENTER CALLER FEATURES

- › Voice, Chat, email, and SMS Queues
- › Speech Recognition Integration
- › Smart Greetings (announces # of callers in queue, estimated waiting time)
- › Automatically connects callers to the next available agent. Places callers on hold when all agents are busy with calls
- › Routes calls, chat, emails and SMS to organized departments such as sales, or support, Agent based on specific skillset or geographical preference.

CONTACT CENTER AGENT FEATURES

- › Desktop & Web Application – single pane of glass for voice, chat, email, and SMS queues
- › Structured, consistent feedback via Evaluator
- › Screen recording
- › Outbound Voice capabilities & outbound dialer (power dialing add-on)
- › Queued Callbacks and Voicemails make for structured, efficient follow-ups
- › Custom Agent Status



1. Desired channels (E-mail & SMS) add-on sold separately.
2. Require professional services.

CONTACT CENTER SUPERVISOR FEATURES

- › Evaluator empowers supervisors to review, score, and provide feedback on agent-customer interactions
- › Desktop & Web Application
- › Enhanced supervisor calling abilities: monitor, whisper, and barge
- › Supervisor Reporting: Agent/Group Activity Reporting; Historical Reporting; call queue and active call reports; Report Scheduling

CONTACT CENTER ADMIN FEATURES

- › Dynamic Notifications, for outreach campaigns via voice, email, & SMS¹
- › Schedule Manager helps optimize your workforce and balance staff resources against demand
- › Custom CRM Integration²
- › Custom WFM Integration²
- › Custom IVR Integrations & Self-service applications (DB Data Dips, Intelligent Routing, Payment IVRs etc.)²
- › Real-time calling statistics dashboard for desktop or wallboard display
- › Customizable Interactive Voice Response (IVR) helps direct your customers to the right agent or information using their voice
- › Routes calls according to Administrator specifications: Last Agent, Preferred Agent, etc.
- › Outbound Dialer with voice & blended channel queues (add-on)
- › Real-Time Customizable Threshold Alerts
- › Emergency Queue Bulletins
- › Post-Call Surveys
- › Text-To-Speech
- › Call Scripting
- › Elastic Demand Support, up to 50%

Orchestrating a brighter world

NEC


OVER
\$26 BILLION
REVENUE



#1
SMB & ENTERPRISE
COMMS WORLDWIDE

LEADER IN
BIOMETRICS




75 MILLION
GLOBAL USERS



TOP 100
GLOBAL INNOVATORS
(THOMSON REUTERS)



**RECOGNIZED
AS A LEADER**
BY FROST & SULLIVAN
IN ENTERPRISE
COMMUNICATIONS
TRANSFORMATION



125+
COUNTRIES

GLOBAL 100
MOST SUSTAINABLE
COMPANIES IN THE WORLD
(CORPORATE KNIGHTS)



107,000
TEAM MEMBERS
WORLDWIDE



4,000+
CHANNEL
PARTNERS

About NEC Corporation – NEC Corporation is a leader in the integration of IT and network technologies that benefit businesses and people around the world. By providing a combination of products and solutions that cross utilize the company's experience and global resources, NEC's advanced technologies meet the complex and ever-changing needs of its customers. NEC brings more than 120 years of expertise in technological innovation to empower people, businesses and society.

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Corporate Headquarters (Japan)
NEC Corporation
www.nec.com

What you can expect from Forerunner's White-Glove Concierge Service for Hosted that makes us stand out from the rest



		Forerunner	Competitor
Project management	▪ A dedicated Project manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Training	▪ Forerunner will provide a qualified Trainer (remote) ▪ No links to videos	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configuration	▪ FRT will work with you on the collection of database	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deployment	▪ FRT onsite phone deployment ▪ Not just shipping phones to the customer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sales Support	▪ Dedicated Account Executive	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NOC	▪ World class technical assistance 24/7/365 with real live engineers ▪ Remote phone support included for the term of contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hardware & Software		Forerunner	Competitor
Included Hardware	▪ Free phone included with each user license purchased ▪ Two NEC models to choose from (6 button/32 button Desiless)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Software/Maintenance	▪ Software upgrades included at NO CHARGE for the term of the contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**All support personnel are
U.S. based** 

Forerunner Technologies, Inc.
150-M Executive Drive
Edgewood, NY 11717
855-378-3282
FRTinc.com



Rick Taylor EVP Sales

Bob Angrilla
Senior Account executive

VP of Operations
Dennis Williamson

Ed Shiksnis
Director of Operations

Ricardo Delgado
Project Manager

Dan Esposito
Project Manager

Grace Goncalves
Project Manager

Margie Hurst
Project Coordinator

Mark Gottlieb
Manager Technical Services/NOC

Manny Vaquez
Hosted NOC Engineer

Ed Perkins
Hosted NOC Engineer

Russ Phillips
Hosted Technician

Joe Lowery
Hosted Technician

Jason Temple
Manager Field Service

Mike Bunting
Hosted Field Technician

Ricky Pigero
Hosted Field Technician

Larry Easley
Hosted Field Technician

Kenny Nester
Hosted Field Technician

Joe Hall
Hosted Field Technician

Ed Blackwell
Hosted Field Technician

[illegible]

[illegible]

Forerunner Technician Bios**Jason Temple – Director of Field Service Operations**

Jason has been in the communications industry for over 27 years. Started in the industry in 1989 with the United States Air Force where he worked on 1A2 and 302 switches. Also worked for Executone from 1993 to 2000. Also for Deltacom, INC. and Earthlink as a supervisor and field manager. Currently working as a Director of Technical Services for Forerunner Technologies. Overseas technicians work on daily service, mac, and installations of phone systems onsite and remote that range from small one location sites to large multi-site locations.

Joseph Hall – Field Service Technician

With 23+ years in the industry and his associate's degree in Electronic Engineering, Joseph currently trains and maintains proficiency in all major duties. His main focus is NEC, Active Voice, Adtran, and Trisys systems. He organizes, trains, advises and supervises indigenous and allied personnel in the installation, utilization and operation of radio equipment, radio nets, standard and expedient antenna systems and wire communications. He is also responsible for the establishment and maintenance of detachment tactical and operational communications and communication equipment. Joseph certifications include NEC Univerge Blue Hosted applications.

Joseph Thomas – Field Service Technician

Joe began working in the telecommunication field in 1983. For the past 16 years he has worked for Deltacom, Earthlink and now Forerunner Technologies. He has installed and worked on the Toshiba Strata DK-424, NEC 2000/8300 series, IPK/SV8100/9100 series, Active Voice/AVST voicemail systems, and Adtran 600 and 900 series routers. He has also installed and maintained structured voice and data cabling. Joseph certifications on all NEC Univerge Blue Hosted applications. Lastly, he has additional experience with T-Berd and JDSU test equipment.

Kenny Nester – Lead Field Service Technician

Kenny is a highly accomplished Telecommunications professional with over 30 years of experience. He started his career as an Inside Plant specialist with the United States Air Force responsible for maintaining central office equipment before being assigned to an Engineering and Installation unit installing voice and data equipment at installations worldwide. He joined Forerunner Technologies in December 1998 as a field technician. His duties include installation and maintenance of Adtran and Cisco voice and data equipment, as well as NEC telco key and PBX systems. He is certified on the NEC IPKII/SV8100/9100 key systems, 2000IPS/SV8300/9300 PBX, 2400 IMS PBX, AD-40 and UM8000 voice mail. Joseph certifications include all NEC Univerge Blue Hosted applications.

Edward Blackwell – Field Service Technician

Ed is a thirty six year veteran in telecommunications industry. In his career he has worked as an Installer, Field Engineer, Senior Technician, Supervisor, Technical Services Manager, Training Manager and Lead Technician. Ed has acquired many certifications, mostly NEC PBX and Key systems, as well as Cisco CCNA, Siemens, and Adtran. Currently, he works as a Lead Technician, where he is busy installing, programing, troubleshooting, and maintaining a variety of customer communication equipment. His forte is the overseeing, installing, programing, and designing of large complex PBX systems. Joseph certifications on all NEC Univerge Blue Hosted applications.

Jeremy Motes – Field Service Technician

Along with his degree in telecommunications, Jeremy has over 19 years in the field. Starting in 1998, he was employed by ITC Deltacom, moved on to Earthlink, and finally, Forerunner Technologies. His certifications are as followed: SV9500 Prepackaged, SV9500 Appliance, SV8100 External IVR, SV9100 SIP Trunking, SV9300 Foundation, SV9300 Migration, SV9100 Foundation, SV9100 Migration, SV8300 - Foundation, SV8100 Desktop Suite, SV8100 SIP Trunking, VM8000 InMail, Electra Elite IPK II ADV/ARS, Electra Elite IPK II ADV/Trunking, SV8100 Netlink, SV8100 - Foundation, Electra Elite IPK II Basic, Electra Elite IPK II Advanced, 2000 Legacy Foundation. He is also certified on Adtran 7000 series products. Jeremy has certifications on all NEC Univerge Blue Hosted applications.

Douglas Dominick – Field Service Technician

Douglas Dominick is a highly skilled and dedicated telecommunications technician with over 20 years of experience. After studying at Pennsylvania State University, he worked for Mid-Atlantic Communications for over 15 years, Wolfe Communication Systems for 4 years, and finally joined Forerunner in June of 2015 as a Field Service Technician. Douglas is an expert in the NEC product line. His responsibilities are the installation and maintenance of NEC SV8100, SV9100, SV8300, SV9300, SV8500 and SV9500 telephone systems. He maintains NEC IPK, IPKII, 2000, and 2400 telephone systems and is responsible for NEC's UCE product line as well as NEC and AVST voice mail systems. Douglas is also skilled in T1, DID, Loop start and Ground start trunk circuits. He is very knowledgeable in Microsoft Operating systems such as Windows 7, 8 and 10, Server 2008 and 2012, and 2012 R2, as well as Red Hat Linux and CentOS. He holds Adtran ATSP_IN and ATSP_vWLAN certifications.

Mike Bunting – Technical Resource

Mike Bunting is an accomplished Telecommunications professional with 22 + years of experience. He has much experience with the NEC systems and applications, as well as over 15 NECAM certifications.

Ricky Peguero – Field Service Technician

Ricky Peguero has worked in the communications industry for 20 years. During these years, he has worked with 4 telecom companies including Intertel, TSM, Advanced Telecom, and Forerunner Technologies. He has extensive experience with NEC, Panasonic, Star2Star VoIP, and no contract VoIP. Additionally, he has worked with several different voicemails on all products, as well as paging, SMDR, and LCR. Ricky's certifications include NEC Blue and Engage hosted applications.

Howie Goldstein-Field Service Technician

Howie has been in the telecommunications industry for over 20 years. He has over 40 certifications, including NEC 2400 and NEAX products. Howie is continuously receiving certifications and training to keep up with the ever-changing and evolving technology. He is dedicated to keeping the customers happy. His experience has afforded him the knowledge to provide customers with top-quality services. Howie holds certifications on all NEC Univerge Blue Hosted applications.

James Lowell – Field Service Technician

James has been in the communications industry for over 30 years. Started in the industry in 1990s with a company named Spencer Engineering he installed computer cash registers and cabling for phones and registers including electric for registers. After this he worked for a company called R&D electric where he performed duties as an electrician and then was promoted to Voice & Data field supervisor. Also worked for Americom Voice and Data for 23 years as a cable foreman, field service technician and also lead tech/project manager for VA medical center installs. Currently working for Forerunner Tech. as Field service tech. Holds certifications on all NEC Univerge Blue Hosted applications.

Mark Gotlieb Director of Managed Services

Mark holds a degree in Business Management from Dallas Baptist University and has over 25 years of progressive experience in telecommunications. He has held many positions from US Airman (TSgt), Technician, Engineer, Trainer, Support Supervisor, Account Manager and Operations Manager. His most recent role is to manage the government enterprise space which includes 20 technicians / contractors, 15 Medical Centers and several hundred Clinics / Vet Centers.

Manuel (Manny) Valdez – NOC Supervisor

Manuel is an accomplished Telecommunications Professional with 20+ years of experience. He has experience with Avaya, ShoreTel, MiTel, AVST and specializes on NEC and NEC Univerge Blue Hosted. and it's peripherals along with Voice and Data cable infrastructure and Project Management. Manny is thorough and concise when installing or troubleshooting system issues. Manny is currently certified on all NEC Univerge Blue Hosted applications as well as Engage (CCAS).

Ed Perkins-Lead Technical Resource

Edward Perkins has been in the telecommunications field consistently just a little over 37 years. I have worked on many aspects of voice & data communications over the years.

Traveled the country on the FTS2001 project assessing and assisting in updating primarily govt. voice/data networks. Prior to that, 20 years' experience in the private telecom business as a technician at all levels as well as Service Manager at a few interconnect companies. At current, with my employment at Forerunner Technologies, it's about Hi-Speed connectivity in the 21st century and beyond. Ed has been involved throughout the years from installing small PBX's to Hybrids and large scale installs such as voice & Data for the S.S.A, GSA Call Centers and Parkchester Condominiums in NY.C. Central office router and MUX installs for Call centers for Gov't projects in McLean, Va. Various small legacy NEC systems from Epro, Elite 192, Elite IPK, IPKII, SV8100, SL1100, LX voicemails, to NEC 2000IPS PBX's and now VoIP Solutions with Star2Star Hosted and Forerunners branded Inforenet VoIP platform. Currently working with Netgear FS728P & GS110 switches, MikroTik & Simplewan routers & SIP Trunks from installation right through to training the end user on all telephone and web portal configurations.

Russell Phillips-Lead Technical Resource

Russ began working in the telecommunication field in 1989. For the past 28 years he has worked for H&S Telecom, Deltacom, Earthlink and now Forerunner Technologies. He has 28 years of experience in the telecommunications field including experience with key systems, PBX, and NEC. He is a Certified NEC & Mitel Technician and has installed and maintained NEC PBX Systems.

Larry Easley-Lead Technical Resource

Larry Easley began his Telecommunications career as a Technician with the Air Force in 1977.

His first NEC certification came in 1986.

In 1989 he went to work for NEC Direct, and was there until coming to Forerunner in 2017.

During this time he has become certified and/or worked on nearly every NEC phone system product line, from the NEC2400 ICS to the SV9500 system, the 2000 IPS to the SV9300 system, the IPK to the SV9100 system.

Also certified and well versed with OW5000, UA5200, MA4000, Queworx, UC700, MC550, CCWX ACD, Global Navigator.

Non-NEC products he is certified and works with are AVST's UM8000, UM4730, UM8700 Voicemail Systems. In 2019 he was named to be one of Forerunner's newly created group called the Lead Technical Resource Group, which assists with the planning and implementation of new installs.

Dan Esposito Project Manager

Dan has over 20 years of experience in the telecommunications industry. He has experience working with customers in large scale cabling and phone installations, upgrades, and relocations and also managing these installations, upgrades, and relocations. He brings a personal touch and focus to his projects to pair with his detail-oriented approach, all delivered in a professional and respectful manner.

Ricardo Delgado – Systems Project Manager

Ricardo (Ricky) has over 20 years of experience working with multiple types of phone systems, applications, and multi-site installations. He has many certifications, including, but not limited to, NEC UNIVERGE 3C, NEAXMail AD Legacy, and Elite Legacy Foundation. He is based out of Orlando, FL, but travels throughout the country managing project implementations.

- Objective:** Talented, accomplished, highly motivated and proven leader looking to excel in a senior management position within the IT/Telecommunications industry.
- Experience:** Over 24 years' experience in the technology/telecommunications industry. Has a strong proficiency in technical knowledge of telephony systems, VIOP, Mobility, Cloud, Call Centers, Data Cabling Infrastructure as well as strong management and leadership skills. Expert at communicating between technical and non-technical associates. A proven leader, demonstrating proficiency in coordinating, managing, executing and delivering complete customer satisfaction for both internal and external resources. A true driven individual. Innate ability to empower team members for personal and company growth with clear vision and dedication.

8/5/2019 to present **Forerunner Technologies**, Edgewood NY

Vice President of Operations

- Organizational revenue of \$32 million annual building to \$40 million
- Oversee all aspect of Technical Team Members (100 team members)
- Involved in ALL projects in size SMB to Enterprise level
- Oversee Project Management team
- 8000 customers across the entire continental United States
- Revamped a new Standard SOW (Scope of Work) document
- Implemented new network assessments for all net new customers
- Integral part of the Sales Organization and developing new strategies and vision
- Implemented of Standard Project Jeopardy document
- Thorough knowledge of the life span of projects from kickoff call to completion COA (Certificate of Acceptance)

1/2014 to 8/5/2019 **ConvergeOne (formerly) Arrow Systems Integrators**, Melville NY

Senior Operations Manager for Northwell Health

- Managed single account for C1/ASI for Northwell Health formerly NSLIJ
- Opened 1st Avaya Call Center for Northwell Health with 300+ agents
- Cross train existing NEC technician on Avaya platform to support the call center
- Grew the team to 15 technicians, 6 Lead Technical Installers, 4 project managers, 2 database collectors
- Manage close to 100,000 NEC ports across 650+ locations in Tri-State area
- Maintenance Revenue over \$6 million per year
- Project Revenue over \$7 million per year
- Winner of the Presidential Excellence Award 2016 (Employee of the Year)
- Cross train existing staff on new technologies being deployed at Northwell Health
- Liaison between C1 and Northwell Executive Leadership Team

3/11 to 1/2/2014 **Black Box Network Services**, Albany, NY

Manager Technical Services for the Greater New York Region

- Opened the first Black Box office in this region
- Run regional office overseeing installation/service/maintenance and project management of all aspects of customer base
- Grew the region from \$625k to \$2.7 million in 2 years
- Grew the region from 4 onsite technicians to over 13 full time and 3 contract employees
- Project Manager for the first NEC SV8500 UMG in the country for Albany Medical Center (\$800k job) (15,000 ports)
- Responsible for 6 telecom technicians and 7 cable technicians between Albany Medical Center and Ellis Medicine (Onsite)
- Oversee the implementation and deployment of the Cisco Wireless with 700 handsets (7925G) at Albany Medical Center
- Cross train existing technical staff on the Cisco Call Manager v9 for both sites

10/07 to 2/28/2011	Nu-Vision Technologies D/B/A Black Box Network Services, Amityville, NY Director of Service <ul style="list-style-type: none"> • Run day to day operations of the Service Center and Call Center • Oversee 44 employees, at its peak 54 employees • Contributes over \$10 million in revenue annually to Corporate Fiscal numbers • Oversees over 3200 active service contracts in the NY tristate metro region • Develop, document and enforce operational procedures • Responsible for the entire fleet of company vehicles, maintenance, gas, new purchases etc. • Dedicated to lowering operational costs across the board • Works extensively with sales to continue growth of existing customer base and net new business • Implemented new training schedules for entire staff • Motivate and expand training requirements for internal staff (technicians)
01/07 to 10/07	Nu-Vision Technologies D/B/A Black Box Network Services, Amityville, NY Field Service Manager <ul style="list-style-type: none"> • Responsible for face to face customer interactions • Managed field technicians and on-site technicians totaling 40 staff members • Served as an escalation point of contact providing high level solutions to various issues that may have arisen • Reported directly to the Director of Service • Perform annual reviews for all field service technicians
06/99 to 01/07	Vision/Expanets/Nu-Vision/Black Box Network Services, Amityville, NY Project Manager NYC BOE / Field Technician <ul style="list-style-type: none"> • Coordinated the installation of new and used PBX equipment for the New York City Board of Education locations throughout the 5 boroughs (700 sites) • Field Service Technician; provided installation, service and maintenance for existing customer base throughout tri-state area • Working with a team or as an individual
03/97 to 06/99	Hirsch International Inc., Hauppauge NY <ul style="list-style-type: none"> • Onsite technician • Perform daily service/mac tickets for 300 end users • Perform Adds/moves/changes to the NEC 2000IVS phone system • Monthly reports on call flows internal & external • Report directly to the IT Director
Education:	
4/2020 to Present	Executive Leadership and Management Shaw Academy (Online) Considered Associate Business degree in Executive Business Management
12/09 to 10/2010	University of Phoenix (PT Online) Business Communications (35 credit)
10/98 to 03/2000	Branford Hall/Suburban Technical Institute A+ Certification, Computer Technology
Accolades:	
09/2021 to Present	Hunter Business School's CTNS Program Advisory Committee (Computer Technician Network Specialist)
04/2016	Presidential Excellence Award (Employee of the Year) ConvergeOne

RICARDO DELGADO

10820 LAXTON ST, ORLANDO, FL 32824-4424, 4074506134, ricardo.delgado@firtinc.com

PROFESSIONAL SUMMARY

Resourceful and tireless Telecom Project Manager able to handle all management needs, including budgets, schedules and resources. Always looking for ways to improve operations and increase team success. Resolve problems tactfully, keeping customers and subcontractors satisfied. Ability to perform under pressure, good communications skills English/Spanish.

SKILLS

- Project tracking
- Resource allocation
- Tactical planning
- Deliverables management
- Client relations
- Schedule coordination
- Project management

EXPERIENCE

Project Manager August 1999 - Current

Forerunner Technologies | Edgewood, NY

- Verified project plan feasibility and facilitated consistent, accurate communication with stakeholders.
- Optimized resources and monitored utilization to project availability and costs.
- Assessed project parameters and milestones to provide consistent status reports and to proactively address potential delays or constraints.

Telecommunications Technician

May 1996 - May 1999

Hewlett Packard | Aguadilla, Puerto Rico

- Installed, maintained, and repaired telecommunications equipment.
- Performed routine maintenance on telecommunications infrastructure.
- Located and performed troubleshooting and diagnosis to resolve telecommunication cable and wire issues.

Telecommunications Technician

May 1994 - May 1996

Puerto Rico Telephone Company | Aguadilla, Puerto Rico

- Worked above ground on aerial equipment installation, adhering to equipment safety and process requirements.
- Located and performed troubleshooting and diagnosis to resolve telecommunication cable and wire issues.
- Observed safety protocols while working in dynamic environments, including climbing poles and ladders.

EDUCATION

120 credits in education department

University of Puerto Rico, Aguadilla, Puerto Rico

City of Dunwoody Project Timeline				
Task Name	Start	Finish	Duration	Predecessors
RFP Awarded to Forerunner Technologies Inc.	11/17/2021	11/17/2021	1 Day	
Bid entered into Forerunner Technologies systems	11/17/2021	11/17/2021	1 Day	
Create Customer	11/18/2021	11/18/2021	1 Day	System Auto generates, closing this task starts the Stages in Alert.
Attachment Review	11/18/2021	11/18/2021	1 Day	Entry team check for required documents and updates file names
Budget/Estimate Entry	11/18/2021	11/18/2021	1 Day	Entry team enters the budget/estimate info based on pricing support
Project Manager Assignment	11/18/2021	11/18/2021	1 Day	Project Manager Assignment
Project Check List	11/18/2021	11/18/2021	1 Day	PM quickly reviews all documents, fills out documentation check list and attaches the form to the project. Follows up on missing items. Creates task list in MS Project.
Scope Review	11/19/2021	11/19/2021	1 Day	PM reviews scope in detail ensuring clear understanding of the project work to be done.
Training Review	11/19/2021	11/19/2021	1 Day	While this is part of SOW, I'm including this as a separate task because this has come up over and over again as a step we consistently miss. PM to review if its included and what the expectation is (video, on-site, etc..)
Schedule Review	11/19/2021	11/19/2021	1 Day	Review LTR task list. (Lead Technical Resource)
Project Manager sends and requests the CSR/LOA Requests for ALL numbers that will port for each facility to the customer	11/19/2021	11/19/2021	1 Day	Letter of Authorization form sent to the customer, Customer Service Report is requested by customer (last 2 months of invoices for telephone lines).
Procurement Plan	11/22/2021	11/22/2021	1 Day	PM reviews all required procurements and ensures that all quotes provided are valid and will not expire prior to requesting procurement assistance.
Resource Review	11/22/2021	11/22/2021	1 Day	PM reviews the resource requirements for the project. Reviews resource calendar for availability.
Initial Customer Call	11/22/2021	11/22/2021	1 Day	PM checks off after Initial Customer call is made, any notes from the call should be attached to the project for use later on if need be. Asks for and obtains the customer communication expectations for the project and preferred method of contact. Reviews payment terms. Updates stakeholder register with this information.
Project Kick Off Call- Internal	11/22/2021	11/22/2021	1 Day	need be.
Project Kick Off Call- External	11/23/2021	11/23/2021	1 Day	Project Kick Off Call (External) any notes from the call should be attached to the project for use later on if need be. Any changes should be documented in the associated PM plans attached to the project.
Material/Equipment Ordered	11/23/2021	11/23/2021	1 Day	Will be checked off when equipment has been ordered.
Database Collection Form Sent to Customer	11/23/2021	11/23/2021	1 Day	Will be checked off when database form has been sent to customer
Completed Database Collection Form Sent back to Foreunner Team	11/23/2021	12/3/2021	1 Day	Completed Database Form returned to FRT Project Manager
System Programming & Configuration	12/6/2021	12/10/2021	5 Days	PM/PC/IM will create incident and close Task when fulfilled.
Equipment Delivery (1 Location City Hall)	12/10/2021	12/10/2021	1 Day	PM/PC/IM will close this once the equipment is shipped/delivered and we should be following up with the customer if a check is supposed to be ready based on the terms on the sales agreement.
Training on new NEC Telephones set at City Hall	12/13/2021	12/15/2021	3 Days	Training will be conducted by qualified FRT team member to all City of Dunwoody staff over 3 days. No class to be more than 15 students at a time. Videos will also be provided to the City of Dunwoody Staff.
Placement of telephone sets (150) city Hall	12/16/2021	12/17/2021	2 Days	FRT team members will place telephone sets along side the Cisco live telephone set in advance at each location at City Hall
Port of DID's and/or 800 numbers OR Call Forwards (if issues with CSR/LOA)	12/17/2021	12/17/2021	1 Day	
Installation/Cut Over	12/17/2021	12/17/2021	1 Day	FRT team members will remove the old Cisco set at each location and plug in the new NEC set and confirm it is live and operation
Post Cut Items	12/20/2021	12/20/2021	1 Day	PM/PC/IM will update notes and close task when complete.
COA (Certificate of Acceptance) by Customer	12/28/2021	12/28/2021	1 Day	PM/PC/IM This means we are waiting on the COA document from the client so we can move to Billing & Completion.
Example Project Timeline Customers input/approval will be needed for facilities on schedule				
City Hall				
Training (Onsite/Remote Training)	12/13/2021	12/15/2021	3 Days	
150 Phone deployment	12/16/2021	12/17/2021	2 Days	Phone placement will happen during normal business hours
Cutover to new Phones	12/17/2021	12/17/2021	1 Day	Cutover to begin at pre-determined time by City of Dunwoody Staff
Clean up following day	12/20/2021	12/20/2021	1 Day	Make sure all boxes, garbage is removed for all locations i.e hallways, desks, MDF's, IDF's
Port of DID's and/or 800 numbers OR Call Forwards (if issues with CSR/LOA)	12/17/2021	12/17/2021	1 Day	City of Dunwoody will either forward all lines to respective NEC DID's or port schedule will be on time.
150 FDOB	12/20/2021	12/20/2021	1 Day	First Day of Business coverage

NEC Blue Hosted Connect Go Live Readiness Checklist

This Go-Live Readiness Checklist and Testing Plan are designed to aid Forerunner and the customer in planning, configuring a new deployment of the NEC Blue Hosted Platform successfully.

Assumptions to be made:

- Voice Analyzer results were reviewed and successful at a rate higher than 86%
- Univerge Blue MEET Whitelist <https://kb.univerge.blue/en-us/article/38902> Copy and Paste link
- A test Connect number has been assigned
- Administrator Rights will be needed for successful deployment

* For more detailed information than appears in this guide, please contact your Project Manager that is assigned*

PORTAL SETTINGS: GENERAL		PM	LTR	Cmplt
Account Creation	▪ Customer account is created in portal by PM/PC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Time Zone	▪ Correct Time Zone is chosen for customer (Important)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CSR/LOA Documents	▪ Request a copy of the CSR/LOA for porting purposes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Database	▪ Database forms sent to the customer for completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment	▪ Equipment is ordered i.e. phones, PoE injectors, switches and any ancillary devices, headsets, ATA's	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fax Web Service	▪ Are we using ATA's or web service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Port Date	▪ Upon successful return of the signed CSR/LOA a port date is requested. (normally 7-21 days)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Configuring the Phones		C	I	N/A
Subscription/License/Seat	▪ Subscription/License/Seat is activated in the Portal by the PM/PC/LTR. ***Please NOTE billing begins 7 calendar days from this date***	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Software	▪ Link sent to the customer to download the software (Connect/Meet/Share/Engage*) *if being deployed Reminder: **Admins Rights will be needed to run the software**	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Database Programming		C	I	N/A
Name Display	<ul style="list-style-type: none"> Correct full name display for all extensions 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email Address	<ul style="list-style-type: none"> Correct full email address for all users 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Key Data	<ul style="list-style-type: none"> All key data is programmed based on the DB collection forms 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ring Groups	<ul style="list-style-type: none"> All ring groups are assigned 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paging Groups	<ul style="list-style-type: none"> All paging groups are assigned 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forwarding	<ul style="list-style-type: none"> Proper call forwarding is assigned per extension 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voicemail	<ul style="list-style-type: none"> If you are using <i>Alerts</i>, configure your Alert settings for the necessary Queues. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REMOTE WORKERS		C	I	N/A
Remote workers	<ul style="list-style-type: none"> Confirm with the user that SIP/AIGL on home router is disabled. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Configure	<ul style="list-style-type: none"> Have remote worker test the pc at their place of residence for Connect. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAINING (CONNECT/MEET/SHARE)		C	I	N/A
Connect Training	<ul style="list-style-type: none"> Are training sessions remote or on-site or video? Will training be recorded for future use? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engage Training	<ul style="list-style-type: none"> Refer to Engage Test Plan Document 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



PHONEBOOK		C	I	N/A
Configure	<ul style="list-style-type: none"> Add or import ALL company contacts that are frequently dialed or transferred to. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PORTING		C	I	N/A
	Port date or forward of numbers till port date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
POST CUT ITEMS		C	I	N/A
Punch List Items	<ul style="list-style-type: none"> Punch List Items have been addressed 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COA	<ul style="list-style-type: none"> Certificate of Acceptance signed and returned 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby acknowledge that I have reviewed, and performed the recommended actions outlined in this checklist.

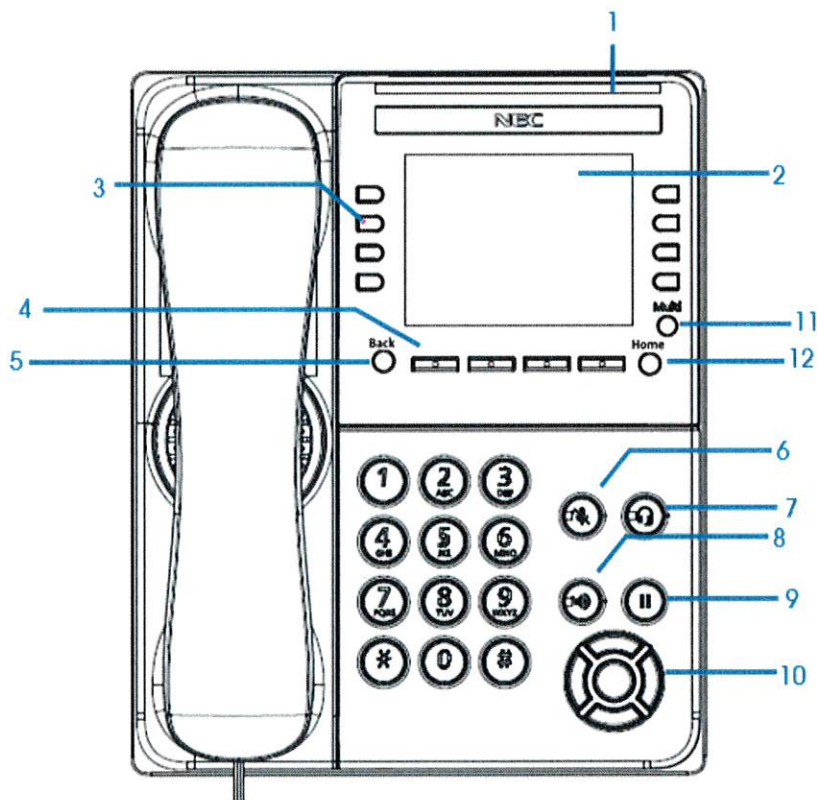
Company Name (Printed)

Date

Your Name (Printed)

Your Signature

NEC BLUE ITK-32LCGS-1 Telephone User Guide



1. **Call Indicator Lamp** - Lamp flashes on incoming call. If VM is available, the Lamp lights to indicate there is a message.
2. **LCD** - LCD (Liquid Crystal Display) provides phone information, date, time and indication of soft key functions.
3. **Programmable Keys** - Keys can be programmed as Line key/Feature. When set as One-Touch Speed Dial key, the user can assign any telephone number to a key.
4. **Soft Keys** - The soft keys show the available feature for your current activity.
5. **Back Key** - This key allows you to exit from the Menu to Help mode and go back to the main screen.
6. **Mute Key** - Press key to mute the microphone. The LED on this key flashes when the microphone is muted. Press again to unmute.
7. **Headset Key** - Press the headset key to enable the use of a supported headset.
8. **Speaker Key** - Controls the built-in speaker which can be used for Hands Free dialing and conversations.
9. **Hold Key** - Press this key to place a call on hold.
10. **Cursor Key** - Use this key to navigate to various features.
11. **Multi Key** - Use to display the application switch screen.

Forerunner Technologies NOC Support

1-855-378-3282

Hours of normal NOC Operation 7:30am to 6pm CST

Introduction:

Monday - Friday

Forerunner strives to provide first class Day 2 and ongoing NOC support for City of Laguna Niguel. The process is designed to provide all of your team members with timely Technical Support. Below is an outline of the process and escalations if needed to get the assistance you need and to resolve the problem as quickly as possible.

The Forerunner Technologies NOC Center: (National Operations Center)

We will manage all of the City of Dunwoody telephone service issues through our NOC. Our technical engineering staff will ensure that the right engineer or resources are provided to resolve your issue in a timely manner. This will be done at the appropriate level of priority based on the issue reported.

The Process:

During Operation Hours of 7:30am to 5:30pm EST Monday through Friday, please Call our toll-free number at 1-855-378-3282 or E- Mail us at citydunwoodysupport@ftrinc.com a ticket will be generated by our Customer Care Team for both tracking purposes and reporting and then assigned to our NOC.

The NOC Engineer will document the issue and begin to triage the situation and, if possible, repair the issue remotely or request a dispatch of a Field Technical Resource out to site to resolve the issue.

****This onsite visit may incur a billable charge****

Escalation Process

If you experience an issue or problem with any of the services Forerunner Technologies has provided to you, or your issue is not resolved in a timely manner, there is a clear process you can follow to escalate the issue to a manager or executive.

The Escalation Process desires to:

- Identify the escalation points within Forerunner Technologies.
- Identify specific contact points for use at each stage including responsibilities of Forerunner Technologies personnel.
- Identify what you can expect from Forerunner Technologies while we are working to resolve your service issue.

We also provide Emergency After-Hours Service to report or check on issues such

Call the Same Customer Service/NOC Number at 1-855-378-3282

You will then be routed to Forerunner's after hour service desk. If you do not receive a response in a timely manner, please use the **Escalation List** below to ensure proper attention is provided.

<i>Escalation Level</i>	<i>Contact Name</i>	<i>Title</i>	<i>Office Number</i>	<i>Cell Phone</i>	<i>Email Address</i>
Level 1	Debbie Gagne	Service Coordinator (7:30am - 5:30pm, EST)	631.892.3735	N/A	Debbie.Gagne@ftrinc.com
Level 2	Manny Valdez	NOC Supervisor	682.267.4826	972.467.4338	Manny.valdez@ftrinc.com
Level 3	Jason Temple	Director of Technical Services	601.709.5309	601.720.9931	Jason.Temple@ftrinc.com
Level 4	Mark Gotlieb	Director of Managed Services	469.680.3795	214.497.7630	Mark.Gotlieb@ftrinc.com
Level 5	Dennis Williamson	VP of Operations	631.892.3749	516.497.1610	Dennis.williamson@ftrinc.com
Level 6	Bobby Angrilla	Senior Account executive	631.892.3706	631.334-2657	Bob.angrilla@ftrinc.com
Level 7	Rick Taylor	EVP of Sales & Marketing	631.892.3721	631-796-4142	Rick.Taylor@ftrinc.com

References

Reference #1	
Customer Name	Generation Kia
Contact Name	Joe Catalanotto, President
Address	4825 Sunrise Highway Bohemia, NY 11716
Phone Number	Joe Catalanotto 631 448 3707
Contact E-mail	Jcars500@aol.com
Overview of the Solution Provided, including hardware and software components	NEC Blue Connect Cloud Solution
Reference #2	
Customer Name	Paul Frederick
Contact Name	Jon Fisher
Address	223 West Poplar Street Fleetwood, PA 19522
Phone Number	Jon Fisher 610 944 0909
Contact E-mail	jfisher@paulfredrick.com
Overview of the Solution Provided, including hardware and software components	NEC Blue Connect and Engage Cloud Solution
Reference #3	
Customer Name	Quality of Life Health Services Inc.
Contact Name	Rhonda T. Lipscomb, Vice President Operations
Address	1411 Piedmont Cutoff Gadsden, AL 35903
Phone Number	256 492 0131
Contact E-mail	Rhonda.terrell-lipscomb@qolhs.com
Overview of the Solution Provided, including hardware and software components	NEC Blue Connect



Appendix D –Technical Table

Submitted by (COMPANY) Forerunner Technologies

In the following table, indicate the solution's ability to meet each function by entering a 0, 1, 3, or 5 in the "Able to Provide" column, where:

0 = No 1 = Qualified No 3 = Qualified Yes 5 = Yes

For any function with a response of 1, 3, or 5, describe how the requirement is met. If provided by a third party or partner, provide the product name, description, and how it integrates with Bidder's technology.

Technical Table		
Required and Preferred Functions and Features		
	Operational Function	Able to Provide? Describe the Capability: how is it accomplished? (Required for 1, 3, or 5 response)
1	Administration, global changes - allows an administrator to implement global programming and configuration changes across the networks	5 Univerge Blue provides a Web portal for all programming changes. The user's login determines their ability to effect various changes based upon their rights
2	Administration, scheduled changes - allows an administrator to schedule and implement programming changes across the network based on time of day, day of week, and month or year	3 Programming changes occur within minutes of submission. There is no ability to schedule changes in advance
3	Automated attendant - this feature presents callers with a voice menu of options, then routes call according to the key input	5 One Automated Attendant is provided free of charge for each account. Additional AAs are available for a nominal monthly recurring charge
4	Automated attendant, individual greetings - capable of answering individual ports/DIDs with different greetings	5 Supported

5	Automated attendant, personal - unanswered calls to a number or extension are delivered to a voice prompt that allows callers to choose from multiple options (another extension, external number, etc) or voicemail	3	While an individual subscriber cannot have auto attendant choices per se, they may be configured as a member of a Hunt Group which does offer such choices
6	Automated attendant, personal greetings – users can instruct the system to greet their callers with a personal message or prerecorded message	5	Supported
7	Automated attendant, scheduled - after hours and holiday programming, employee in/out	5	Supported
8	Automated attendant, single digit menu – the menu capability provided by the auto- attendant must provide single key access to menu choices	5	Supported
9	Call auditing – allows a system administrator to track an outbound call, placed from any location on the network, by the originating extension number, date, time, number dialed, trunk used, and duration	3	Call reports may be generated by an administrator to show much of the information requested, however trunk used is not provided and not applicable to a cloud-based solution
10	Call blocking – an administrator can block calls from specific exchange or area code, e.g., 976 exchange or 900 area code	5	Supported
11	Call coverage (find-me follow-me) – users can route incoming calls to another location or locations, and to route multiple numbers to a single phone or answering service, e.g., incoming calls can be routed to all user devices simultaneously, to different locations based on a preset schedule, or sequentially to any combination of user's office, cell, laptop, etc.	5	Included in all Connect clients
12	Call Parking - a user may pause the current conversation, and retrieve the call from a different phone	5	Supported

13	Call forward – users can send incoming calls to another number (internal or external to the network, landline or cellphone); all calls, when line is busy, and when call is not answered	5	Supported
14	Call forward, permanent – virtual number with permanent call forward to another number, i.e., so it appears to be calling a local number	5	Supported
15	Call pickup – allows users to dial a feature code or press a button to answer a call ringing any other phone, within a predefined pickup group or a specific extension	5	Pick-up groups are supported. Direct call pick-up by extension is not supported
16	Call rejection – ability to block calls from specific numbers; caller hears a recording the number called is not accepting calls from them at this time; state how many numbers can be rejected	5	On the account level, there are two types of blocks, Full, and VM. The full block will produce a busy tone for the caller with this caller ID and VM will send them to voicemail. The account level block requires a service request.
17	Call waiting – user will hear a call waiting tone if they are on another call	5	Supported
18	Caller ID, inbound – the name and number of the calling party, whether internal or external, appears in the user's display	5	Supported
19	Caller ID, outbound – can be configured to announce individual DID numbers or the company's main number, or it can be blocked entirely	5	Supported
20	Caller ID, outbound block – selected users may block/unblock outbound caller ID on a per station basis	5	Supported
21	Centralized administration - web-based portal for managing and viewing configurations, reports, and metrics	5	Supported
22	CISCO CP-7841 and CP-7821 compatibility - preferred	5	If the Cisco devices can be “flashed” for standard SIP operation, then they are supported.

23	Classes of service – allows restriction of outbound calls, either entirely, or by calling areas (local, toll, domestic, international) on a per-user basis	5	Each user subscription of Connect includes 6,000 minutes of calling, and that amount is aggregated (“pooled”) across the entire user population. There is no need to limit calling on a per-user basis
24	Conference capability – provides call conferencing, internal or external with both meet-me (no password codes) and administrator/moderator (with password codes); note the maximum number of lines that can be conferenced	5	Essential users may have four participants, Pro users 100 and Pro Plus 200 participants in a call
25	Cost allocation and reporting – an administrator can view and export to CSV inbound and outbound call details by originator, destination, rate centers, duration, and cost	3	Call detail records are provided, but they are not costed
26	Diagnostic tools – allows an administrator to run a series of procedures and diagnostic tools to isolate and troubleshoot component and software level failures	5	Supported
27	Dial by extension - global or menu option that enables callers to reach a user by dialing his or her extension	5	Supported
28	Directory, nonpublished number – number is not published in the phone directory or available thru operator services	5	Supported
29	Directory Search Feature - allows callers to be transferred to an extension based on their selection from a directory menu, without assistance from a person	5	Supported
30	Disaster Recovery and Redundancy - business continuity in the event of a network, power outage, or other local disruptive, unplanned event	5	Univerge Blue is designed for reliability and maximum uptime (99.999%) built with redundancy in the data center and across multiple data centers. We have a diverse group of carriers with redundant paths to ensure reliability. We use top-tier data centers for deploying our solutions that guarantee power, cooling, and connectivity. All our subscribers can failover within each data center and alternate data centers as needed.

31	<p>E911 – location information (facility and zone) provided when user dials 911:</p> <p>a. Describe how your system supports enhanced 911</p> <p>b. Does your system have the capability of providing a unique identifier for each handset location, including those that do not have an assigned DID?</p> <p>c. Does your system have the capability to alert a console, specified phone station when a 911 call is dialed?</p>	5	Univerge Connect is fully compliant with Ray Baum’s Act and Kari’s Law. Each telephone is assigned a “location” that includes Dispatchable Location Information.
32	<p>Extension assignment – every phone or user is assigned an extension, the last 4 four digits of that user or phone’s DID number; extensions can be used for internal calling, transferring, or in conjunction with dial-by-extension functionality in the auto- attendant</p>	5	Supported
33	<p>Facsimile compatibility - compatible with traditional fax machine or e-fax offering, please explain</p>	5	Traditional fax machines are supported by the use of a Fax Adapter (ATA) for the device. Each Pro or Pro Plus Connect user is entitled to one Seat of Web Fax as well
34	<p>Feature administration – an administrator can enable/disable features at the user level</p>	5	Supported
35	<p>Headsets – allows users to make and receive calls with a headset instead of a handset</p>	5	Supported
36	<p>Hold – a user may pause the current conversation, and retrieve the call from the same phone</p>	5	Supported
37	<p>Hot line – when phone is picked up, line autodial a pre-programmed number (e.g., 911 for emergencies, a service desk, etc.)</p>	5	Supported
38	<p>Intercom - can configure internal system intercom option between devices</p>	5	Supported
39	<p>IP soft phones – supports an IP soft phone</p>	5	Supported, and included with each client subscription

40	LDAP/Active Directory Integration - single sign-on, unified messaging, O365/Teams integration	5	Supported
41	Message management – when listening to messages, user has the ability to rewind, forward, and pause the message	5	Supported
42	Message, forward – ability to forward messages, with or without additional comment.	5	Supported
43	Message, portal - users can access a web portal to view, save, and otherwise manage their messages	5	Supported
44	Multiple call appearance – allows a user to have the opportunity to take more than a single call at one time	5	Supported
45	On hold reminder ring – if user is not on another call while a call is on hold, they will hear a reminder ring; describe the intervals	5	Hold recall interval is set by System Administrator
46	Passwords – required for system administration tools	5	Supported
47	Quality of Service – system supports industry standards for QoS	5	Supported
48	Recording - administrator can configure recording to be constant and/or On-Demand for specific devices and/or extensions - preferred Eleveo Zoom Inc compatibility	5	Users can be set up to record all calls or on-demand natively on our service, we also can integrate via API to other applications.
49	Redial – a user can call the previous internal or external phone number dialed without re-entering the number	5	Supported
50	Remote access to administration – allows an administrator to remotely access the network for administration and maintenance purposes	5	Supported

51	Redundancy - highly reliable with built-in redundancy utilizing internet SIP lines in designing failover	5	Univerge Blue is delivered as an Over-the-Top (OTT) service of existing Internet connections. If redundant Internet connections are available, the service will failover to the surviving connection(s)
52	Report, call detail – an administrator can view and export inbound and outbound call details by originator, destination, rate centers, duration, and cost	5	Reports provide originator, destination, duration, and if it is chargeable, it does not provide rate center info. Note: our calling plan includes LD in USA, Canada and Puerto Rico
53	Reports Functionality - give a brief overview of the reporting functionality within the system	5	Please see this article: Reports & Analytics On UNIVERGE BLUE™ CONNECT
54	Ring tone selection – user can choose between distinctive ring tones to help distinguish their phone from neighboring phones/lines	3	Ring tones selection is a function of the IP telephone in use
55	Route selection, automatic – route calls out trunk groups terminated on any system in the network	5	ARS is facilitated by SIP trunks in the cloud
56	Routing flexibility – dynamically route a call over various network paths to avoid congestion at any location	5	This is a function of the network, not the cloud service
57	Security, Best Practices - give a brief overview of the security features and functionality within the system and/or explanation of guidelines being followed	5	See attached documentation
58	Speakerphone – provides full-duplex speakerphone capability	5	Supported
59	Speed dial – a user can program internal or external numbers as two-digit speed dials accessed using a feature code, or as programmed buttons	5	Supported
60	Speed dial – allows a user to press a button pre-programmed with a phone number; both system wide and user speed dial numbers must be accommodated	5	Supported

61	Station administration – allows an administrator to setup, configure, and troubleshoot any station on the network from the centralized administration platform	5	Supported
62	Temporary deletion – user can retrieve a deleted message during current session or from the web portal	5	Voice mail can be delivered directly to email with the msg and transcript if it is deleted the msg stays on the server. If the voice msg is deleted in the client or the server it is permanently deleted.
63	Toll restriction – the capability to block long distance calls from specific stations	5	This can be restricted by station. Function requires a service request.
64	Transfer – allows user to transfer an active call to another extension or external/cellphone number	5	Supported
65	Transfer directly to voicemail – user has ability to easily transfer a caller directly to another user's voicemail	5	Supported
66	Unified messaging – how does the solution integrate with Microsoft Office 365 Email	5	Supported
67	Voicemail distribution groups – users can send voicemail to a predefined group of users	5	Supported
68	Voicemail envelope information – incoming messages are automatically labeled with date, time, duration, and Caller ID	5	Supported
69	Voicemail notification – notification of a new voicemail message can be sent to an external number (e.g., cell phone) or email	5	Supported
70	Voicemail transcription – voice messages are transcribed to text and emailed to the user along with a WAV file	5	Supported

Appendix E – Examples of Previous Work with Similar Operations and Clients

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.



Project Number: 102262

Customer: Generation Kia/Auto World

What job was Forerunner tasked with completing? Forerunner was tasked to deploy NEC Univerge Blue Cloud Hosted Solution for 2 locations w 109 telephone sets.

What new products were being installed? NEC Univerge Blue Hosted

What specifications were provided to the customer? Ports and whitelists of url addresses that need to be opened on the customers network and firewall.

What uncertainties were present on the onset of the job? No uncertainties were presented during the project

Was there any uncertainty related to the design of the system, the capability of the system to perform up to customer spec, or the method which Forerunner would use to install and configure the system? None.

What technical questions arose during the job?

Were any other products considered for the customer's needs? No

How was the system tested prior to the job completion? In our lab

How many phones were deployed? 109

How many Servers were deployed? none

System Type NEC Univerge Blue Hosted IP or TDM? cloud



Project Number: 102517

Customer: Paul Frederick Men's Style

What job was Forerunner tasked with completing? Forerunner was tasked to install the new NEC Univerge Blue Cloud Hosted solution along with managed routers

What new products were being installed? NEC Univerge Blue Cloud Hosted with Engage Contact Center

What specifications were provided to the customer? Specifications for opening all firewall ports. Whitelisting of certain URL's and user acceptance testing.

What uncertainties were present on the onset of the job? No uncertainties were presented during the project

Was there any uncertainty related to the design of the system, the capability of the system to perform up to customer spec, or the method which Forerunner would use to install and configure the system? None.

What technical questions arose during the job? No questions arose during the implementation

Were any other products considered for the customer's needs? No other products were considered

How was the system tested prior to the job completion? In our lab

How many phones were deployed? 85

How many Servers were deployed? None

System Type NEC Univerge Blue Cloud Hosted IP or TDM? Cloud



Project Number: 102783

Customer: Quality of Life Health Services

What job was Forerunner tasked with completing? Forerunner was tasked with installing a new NEC Blue hosted solution with engage Contact Center at 23 locations with 450 telephone sets throughout the counties of Alabama displacing the existing 8x8 cloud solution.

What new products were being installed? NEC Blue Hosted Cloud pbx, Engage Contact Center

What specifications were provided to the customer? To open ports on customers network to get to the cloud fro both Blue Connect and Engage Contact Center

What uncertainties were present on the onset of the job? possible infrastructure ISP connection issues to the distant locations

Was there any uncertainty related to the design of the system, the capability of the system to perform up to customer spec, or the method which Forerunner would use to install and configure the system?
No

What technical questions arose during the job? Cabling issues arose and we needed to run new cabling to some locations

Were any other products considered for the customer's needs? None were proposed

How was the system tested prior to the job completion? Phones were tested here in our lab before being sent to the customer. Set were tested in our lab as well as the call flows of the Contact Center

How many phones were deployed? 450

How many Servers were deployed? None, 1 gig network switch

System Type NEC Univerge Connect Hosted IP or TDM? Cloud



Projects of similar size in the State of Georgia

1. Dogwood Pharmacy in Tifton GA was a migration of services from the old InforNet cloud Services to the NEC Univerge Blue Cloud Services (35 telephone sets)
2. Colquitt Regional Medical Center in Moultrie GA was a migration from the unsupported NEC SV8500 to the NEC SV9500 Enterprise platform 850 telephone sets
3. Sentry Management in Atlanta GA we added SIP trunks and licenses for IP sets along with a system move to their new location.
4. George West Mental Health Foundation was a NEC SV9100 migration from the unsupported SV8100 platform
5. Colquitt Regional Medical Center we added UA5200 consoles to the receptionist locations.
6. Tift Regional Medical Center we added a SBC (Session Border Controller) with 40 SIP trunks.
7. Tift Regional Medical Center we upgraded multiple locations to the latest NEC SV9500 Enterprise platform.
8. Cook Medical Center (affiliated w/Tift Regional) Expand their NEC SV9300 to the NEC SV9500 Enterprise platform.

EXHIBIT "C"**CERTIFICATION OF SPONSOR****DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT D

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with

liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

Affidavit Verifying Status

For City Public Benefit Application

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Dunwoody has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

CITY OF DUNWOODY

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Appendix B - Affidavit

Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) ☒ I am a United States citizen

OR

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature]
Applicant Signature

10/8/2021
Date

Bob Angrilla
Printed Name
State of New York
County of Suffolk
SUBSCRIBED AND SWORN

Alien Registration number for non-citizens:

*

BEFORE ME ON THIS THE

8th DAY OF October, 2021

Notary Public

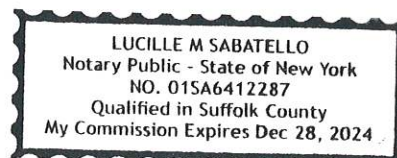
Lucille M. Sabatello

My Commission Expires:

12/28/2024



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Appendix C –Cost Table

Submitted by (COMPANY) Forerunner Technologies

The City requests that all Bidders for Managed VOIP Solution provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under Scope of Services Managed VOIP Solution that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

One (1) original printed and signed copy and one (1) searchable electronic PDF shall be submitted in a separate sealed envelope before the required deadline.

The Bidder, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Item 1. Price for all one-time charges (including equipment, support, implementation, and training costs):

\$ 15,003.92

Item 2. Total Maintenance Fees for three years:

\$ 0

(Price shown should be annual maintenance cost x 3)

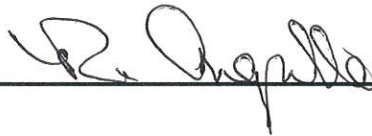
Total Price (Sum of Item 1 and Item 2)

Upfront/Implementation/Equipment Cost **\$15,003.92**

Monthly Recurring Cloud Solution Cost **\$2,997.14**

Total Term Cost – 36 Months **\$107,897.04**

Representative Signature



Date October 8, 2021

Printed Name and Title Bob Angrilla, Senior Account Executive, Sales

Telephone Number 631 892 3706

Email Address bob.angrilla@ftrtinc.com

Submitted by (COMPANY) Forerunner Technologies

Cost Table				
One Time Charges				
Equipment, Implementation, Support, Training, etc.	Quantity	Rate	Cost	Additional Details/Specifications
<i>Equipment Cost</i>	<i>7</i>	<i>\$590.00</i>	<i>\$4,130.00</i>	<i>Polycom Trio8500 Conference Phones</i>
<i>Number Porting/Administrative Cost</i>	<i>1</i>	<i>\$750.00</i>	<i>\$750.00</i>	<i>Porting lines from losing carrier and coordination</i>
<i>Shipping Cost</i>	<i>1</i>	<i>\$185.12</i>	<i>\$185.12</i>	<i>Freight for free telephones</i>
<i>Installation/Programming/Project Management/Training</i>	<i>1</i>	<i>\$9,450.00</i>	<i>\$9,450.00</i>	<i>Installation/Implementation/Training</i>
<i>Estimated Taxes</i>	<i>1</i>	<i>\$488.80</i>	<i>\$488.80</i>	<i>Federal/Local/FCC Taxes</i>
Recurring Charges				
Annual Recurring costs	Quantity	Rate	Cost	Additional Details/Specifications
<i>Recurring User License/Subscription Cost</i>	<i>157</i>	<i>\$13.00</i>	<i>\$2,041.00</i>	<i>NEC Connect Essential Users</i>
<i>Estimated Taxes</i>	<i>1</i>	<i>\$306.33</i>	<i>\$306.33</i>	<i>FCC Taxes</i>
<i>Associated Fees</i>	<i>1</i>	<i>\$624.86</i>	<i>\$624.86</i>	<i>Administration Fees</i>
<i>Automated Attendant License</i>	<i>5</i>	<i>\$4.99</i>	<i>\$24.95</i>	<i>Additional Auto Attendants</i>



UNIVERGE BLUE® CONNECT

All your business communications,
integrated, efficient and reliable

Prepared for:

City of Dunwoody
John Gates
john.gates@dunwoodyga.gov
4800 Ashford Dunwoody Rd Fl 2
2nd Floor
Dunwoody, GA
30338-4897, United States

Provided by:

Forerunner Technologies, Inc.
bob.angrilla@ftrtinc.com
(631) 892-3706

CONFIDENTIAL
SERVICE PROPOSAL

CONFIDENTIAL SERVICES PROPOSAL FOR UNIVERGE BLUE® CONNECT

NEC

Thank you for considering NEC's UNIVERGE BLUE® CONNECT for your business's communications and collaboration needs. Since 1889, NEC has built a reputation on delivering reliable, quality Information and Communications Technology (ICT) solutions, paired with unparalleled customer service. This is why you can be assured when choosing NEC's UNIVERGE BLUE® CONNECT solution, you are selecting a cloud services partner you can rely on and trust for your business's communications needs. UNIVERGE BLUE® CONNECT integrates the collaboration and productivity tools you require into one highly mobile platform that's as easy-to-use as it is robust.

Our team of talented and dedicated employees are ready to go above and beyond to make you happy, and we intend to earn your business each and every day of the year. We sincerely hope you'll let us become a part of your team and your business's success.

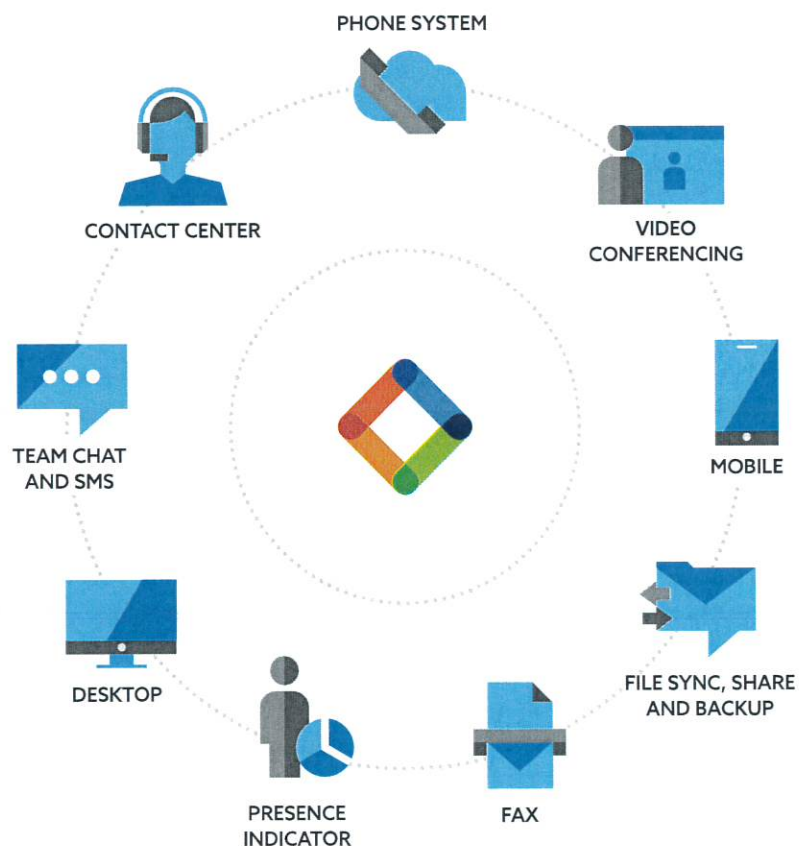




UNIVERGE BLUE® CONNECT is an easy-to-use cloud-based communications platform that helps employees to be more productive and collaborative. It includes a full-featured phone system combined with chat, web/video conferencing, collaboration and backup capabilities.

UNIVERGE BLUE® CONNECT

- Includes 100+ enterprise-grade calling features
- Free local and long distance calling to anywhere in U.S., Canada & Puerto Rico
- UNIVERGE BLUE's pre-programmed, plug and play desk phones makes installation easy
- Flat, per-user rates, with flexible contract options and terms from month to month up to 5 years
- The UNIVERGE BLUE® CONNECT Mobile App makes any smart phone an essential collaboration tool
- The UNIVERGE BLUE® CONNECT Desktop App integrates with company directory, showing employee availability and enabling click-to-call
- Changes to system settings, devices, or users can be performed by phone administrators online
- Powerful video conferencing, screen sharing and file sharing features facilitate better collaboration



UNIVERGE BLUE® CONNECT

BENEFITS TO YOUR BUSINESS



INCREASED PRODUCTIVITY

UNIVERGE BLUE® CONNECT makes a more productive workforce

- Allows a user's mobile devices to interact seamlessly with the corporate phone system
- Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- Transcribes voicemail messages to text and/or email, allowing for more efficient voicemail management
- Integrated chat and SMS, video conferencing, screensharing, file sharing, file backup and integrations extends reach and facilitates collaboration



LOWER COSTS

No phone system hardware to buy, install, manage, upgrade or replace

- Reduces infrastructure and operating costs with no additional hardware to buy
- Consolidates voice and data onto one network
- Flat, per-user rates with no extra or hidden fees
- 100+ enterprise-grade calling features INCLUDED in the service



HIGH RELIABILITY

The UNIVERGE BLUE® CONNECT voice network is purpose-built for reliability

- 99.999% financially-backed uptime SLA
- VoIP tests help ensure a reliable connection and high voice quality
- Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

UNIVERGE BLUE® CONNECT scales according to the needs of any business

- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly UNIVERGE BLUE® CONTROL PANEL
- Scales to a large number of users per business



BUSINESS CONTINUITY

Never miss an important business call

- UNIVERGE BLUE® CONNECT automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)



ENHANCED CUSTOMER EXPERIENCE

- Option to add UNIVERGE BLUE® ENGAGE Contact Center at any time
- Contact Center delivers more responsive, informed, and positive customer experiences
- Plans for businesses of all sizes, industries, and levels of sophistication

UNIVERGE BLUE® CONNECT

THE BUSINESS-CLASS FEATURES YOU DESERVE



100+ PHONE SYSTEM FEATURES

- › Call Forwarding
- › Call Park
- › Call Transfer
- › Do Not Disturb
- › Call Recording
- › 3-way Calling
- › Caller ID
- › Extension Dialing
- › HD Audio
- › Call Waiting
- › Receptionist Routing
- › Music on Hold
- › Voicemail Transcription
- › Spam Caller Protection
- ... And many more



VOICEMAIL

- › Voicemail to email via WAV file
- › SMS notifications
- › Voicemail transcription
- › Auto-delete of voicemail after 90 days
- › Change personal greeting
- › Remote voicemail access



CONFERENCE BRIDGE

- › Includes a unique local phone number
- › Gather up to 200 participants
- › Start conferences at any time with Always-On conferencing
- › Ability to add video and screen sharing to your conference, if desired



SOFT BUSY LAMP FIELD (BLF)

- › Indicates presence – whether another user's phone is currently in use
- › Other user extension and name information is presented as virtual 'buttons' on the desk phone LCD display
- › The BLF display can be used for speed dials, and also to make or take calls on behalf of another user



VIDEO CONFERENCING

- › HD video conferencing eliminates unnecessary travel and empowers teams with remote members to be more productive
- › Share your computer desktop with team members in real time, improving collaboration and speed of decision making
- › Includes a conference dial-in number and custom URLs for meetings



CALL FLIP

- › Allows the user to seamlessly move an active call from the desktop phone to a mobile phone or vice versa
- › Helps keep the conversation going without having to disconnect the call



WEBFAX

- › Users receive, view, manage faxes via the web, or as email attachments
- › Users may send faxes from any Internet-connected PC
- › Does not require an additional phone line



FILE COLLABORATION

- › Easy and secure file sharing
- › Access the most current version of files from any device
- › Co-edit in real time
- › Access file server content from mobile devices without a VPN



TEAM CHAT & SMS

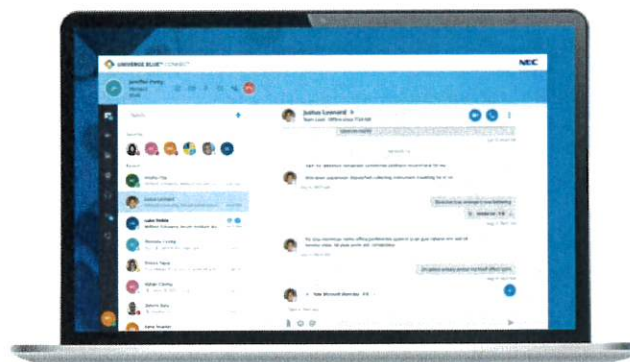
- › Send and receive unlimited text messages to US, Canada and Puerto Rico from your business phone number to colleagues and customers
- › Pin favorite contacts to the top of your list
- › Chat and SMS messages automatically sync across desktop and mobile devices
- › View free/busy/away statuses of all your contacts
- › SMS and chat messages are securely encrypted in transit and at rest



OPTIONAL: UNIVERGE BLUE® ENGAGE (CONTACT CENTER)

- › Smart queueing technology tells customers their position in line, plus wait time
- › Deep analytics and reporting help you visualize gaps and improve performance
- › Omni-channel capabilities help you connect with customers through their preferred modes of communication

UNIVERGE BLUE® CONNECT MOBILE AND DESKTOP APPLICATIONS



UNIVERGE BLUE® CONNECT MOBILE APPLICATION

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send and receive chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available for Android™ and iOS.

Never miss important calls

- Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device-seamlessly, without interruption

Easily collaborate from anywhere

- Your full desktop chat and SMS history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are

Connect with all of your contacts

- Sync contacts on your mobile device from popular third-party platforms (Office 365®, G-Suite®, and more) to your CONNECT Apps

UNIVERGE BLUE® CONNECT DESKTOP APPLICATION

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send team chats and text messages, place and receive calls, share screens, start video calls and share files – all from one application. Available as a downloadable app for PC or Mac®.

Communicate your way

- Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac®

One application for collaboration

- One place to see the availability of coworkers, place a phone call, send chats and text messages and launch a video conference

Stay connected on-the-go

- With the CONNECT desktop and mobile applications, you take your contacts, files and conversations with you – wherever you are



UNIVERGE BLUE® ENGAGE (CONTACT CENTER) improves customer interactions for businesses of all sizes and helps you differentiate from the competition where it matters most – the customer experience.

UNIVERGE BLUE® ENGAGE CORE (OPTIONAL SOLD WITH CONNECT)

A simple, yet sophisticated suite of call handling and routing features combined with seamless integration into mainstream CRM applications. Designed to deliver consistently positive customer experiences and to empower your customer care, sales, and service teams.

- Inbound Voice Queues for Small Business or Team Environment
- Requires UNIVERGE BLUE® CONNECT
- Named Agent Licensing (The addition of UNIVERGE BLUE® ENGAGE CORE requires an active subscription to UNIVERGE BLUE® CONNECT for each agent and supervisor)
- Each Contact Center user (agent or manager/supervisor) needs to have a UNIVERGE BLUE® ENGAGE CORE license assigned
- Users who are both an Agent and Supervisor/Manager still require only one license
- Call Recording – Adding UNIVERGE BLUE® ENGAGE CORE Doubles the call recording storage that comes with CONNECT (From 100 Hours to 200 Hours)
- Agent options are login and logout
- Supervisors can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- Supervisors see agent status as **Logged Out**, **Ready** (logged in), **Ringling**, **On-phone**, **Wrap up** or **Idle!**
- Idle! Status is used when an agent does not answer a call after defined ring time expires
- Call Routing Options
 - Longest idle – An algorithm determining the most inactive logged in user and routes calls in descending order of activity
 - Round robin– Equal call distribution through all logged in users, ringing sequentially
- Next person on the available list gets the call
 - Sequential – Top - down (ordered, when you have an ideal first person in the group)
 - Simultaneous – All logged in users phones ring at the same time, first person to pick up retrieves the call
- Smart Greetings (announces # of callers in queue, estimated waiting time)
- Wallboard Monitoring for Supervisors
- Active Report is available for All agents and for each agent separately



UNIVERGE BLUE® ENGAGE ADVANCED (OPTIONAL WITH CONNECT OR AS STAND ALONE WITH YOUR EXISTING PBX)

Enhance your interactions, insights, and customer engagement with the package that offers IVR, skills-based call routing, and historical reporting. You also get the option to add full omni-channel capabilities to take the conversation well beyond just voice.

- › Inbound Voice Queues with the option to add Outbound Voice capabilities, SMS, chat, or email queues
- › Desktop & Web Application – single pane of glass for all communications
- › Managers can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- › Skills- and rules-based routing
- › Scheduled & custom reports
- › Queued callbacks & voicemails
- › Customizable IVRs let you map out call flow to deliver efficient routing and resolutions
- › Report Scheduling
- › Routes calls according to Administrator specifications: Last Agent, Preferred Agent, etc
- › Call Recording

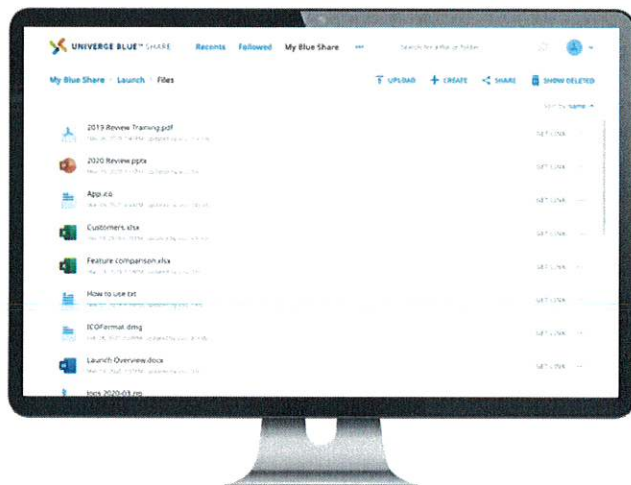




UNIVERGE BLUE® ENGAGE COMPLETE (OPTIONAL WITH CONNECT OR AS STAND ALONE WITH YOUR EXISTING PBX)

Deliver the ultimate customer experience with a full-featured Omni-channel Contact Center solution. For sophisticated contact center needs that delivers exceptional performance – bolstered by built-in omni-channel, custom integrations, inbound/ outbound capability, scheduling management, workforce optimization, and much more.

- › Built-in Omni-Channel includes voice, Outbound Voice capabilities, SMS, chat, and email queues
- › Desktop & Web Application – single pane of glass for voice, chat, email, and SMS queues
- › Managers can see active calls, agents' statuses and can monitor/whisper/barge agent's calls
- › Skills-, geo- and rules-based routing
- › Scheduled & custom reports
- › Queued callbacks & voicemails
- › Customizable IVRs let you map out call flow to deliver efficient routing and resolutions
- › Report Scheduling
- › Routes calls according to Administrator specifications: Last Agent, Preferred Agent, etc
- › Call Recording and Screen Recording
- › Structured, consistent feedback via Evaluator Screen recording
- › Dynamic Notifications for outreach campaigns via voice
- › Schedule Manager helps optimize your workforce and balance staff resources against demand



FILE SHARING & SECURITY

File sync and share with backup for desktops, mobile devices, and file servers.

- › The most current version of files from any device
- › Easy and secure file sharing
- › Reduced downtime from ransomware and other types of data loss
- › Integration with Windows file server, Exchange® Email, Active Directory, Outlook®, Office®, and Office 365®
- › Full control over files, users, devices, and sharing activities
- › PRO and PRO PLUS packages include 10GB/user



VIDEO CONFERENCING & SCREEN SHARING

UNIVERGE BLUE® MEET is an easy-to use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making
- Screen annotation: Meeting participants can call out important points on a shared screen during a meeting
- Includes a conference dial-in number, and custom URLs for meetings
- ESSENTIALS package includes up to 4 web and video panel participants
- PRO package includes up to 100 web participants and 30 video panel participants
- PRO PLUS includes up to 200 web participants and 30 video panel participants



WEBINARS

UNIVERGE BLUE® WEBINAR makes telling your stories easier than ever.

- Promote webinars with customizable invitations, registration pages and email reminders
- Host webinars with up to 12 HD video presenters and up to 1,000 attendees
- Launch quick polls, share results in real-time and gauge audience reactions to content with emojis.
- Record sessions and report on who viewed the recording
- Generate detailed reports on attendance, performance, chat, polls, Q&A, and surveys; follow up with emails and surveys to push attendees down the purchasing funnel

All webinar packages include UNIVERGE BLUE® MEET PRO functionality.



OVER
\$29 BILLION
REVENUE



#1
SMB & ENTERPRISE
COMMS WORLDWIDE

LEADER IN
BIOMETRICS




75 MILLION
GLOBAL USERS



TOP 100
GLOBAL INNOVATORS
(THOMSON REUTERS)



RECOGNIZED
AS A LEADER
BY FROST & SULLIVAN
IN ENTERPRISE
COMMUNICATIONS
TRANSFORMATION



125+
COUNTRIES

GLOBAL 100
MOST SUSTAINABLE
COMPANIES IN THE WORLD
(CORPORATE KNIGHTS)



107,000
TEAM MEMBERS
WORLDWIDE




4,000+
CHANNEL
PARTNERS

Americas (US, Canada, Latin America) - NEC Corporation of America - www.necam.com
EMEA (Europe, Middle East, Africa) - NEC Enterprise Solutions - www.nec-enterprise.com
Australia - NEC Australia Pty Ltd - au.nec.com
Asia Pacific - NEC Asia Pacific - www.nec.com.sg
Corporate Headquarters (Japan) - NEC Corporation - www.nec.com

About NEC Corporation - NEC Corporation is a leader in the integration of IT and network technologies that benefit businesses and people around the world. By providing a combination of products and solutions that cross utilize the company's experience and global resources, NEC's advanced technologies meet the complex and ever-changing needs of its customers. NEC brings more than 120 years of expertise in technological innovation to empower people, businesses and society.

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Provided by:
 Forerunner Technologies, Inc.
 bob.angrilla@ftrtinc.com
 (631) 892-3706

Prepared for:
 City of Dunwoody
 John Gates
 john.gates@dunwoodyga.gov
 4800 Ashford Dunwoody Rd Fl 2
 2nd Floor
 Dunwoody, GA
 30338-4897, United States

SUMMARY OF SERVICES

SERVICES	ONE-TIME CHARGES	MONTHLY CHARGES
Unified Communications Services	\$750.00	\$2,065.95
Equipment	\$4,130.00	
Shipping	\$185.12	
Services total	\$5,065.12	\$2,065.95
PROFESSIONAL SERVICES & OTHER ITEMS		
Program and Installation		
Project Managed installation, database coordination, programming, on site installation	\$9,450.00	
Professional services & other items total	\$9,450.00	
TOTALS		
Estimated taxes	\$488.80	\$306.33
Fees		\$624.86
Totals including taxes/fees	\$15,003.92	\$2,997.14

Notes:



- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- TAXES, FEES and shipping charges may be estimates only and are subject to change. Actual TAXES, FEES and shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.



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Prepared for:
City of Dunwoody
John Gates
john.gates@dunwoodyga.gov
4800 Ashford Dunwoody Rd Fl 2
2nd Floor
Dunwoody, GA
30338-4897, United States

MAIN LOCATION

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
CONNECT Essentials (3 yr) 3-year contract. One user license includes Cloud PBX with unlimited local and long distance calling, ability to connect 1 phone device plus mobile and desktop apps, Team Chat and Video Conferencing (4 web participants per meeting).	157	\$13.00		\$2,041.00
Auto Attendant An Automated Attendant greets callers and routes calls to the right person, department, or information 24 hours/day. It is completely customizable to meet the specific needs of your business. First Automated Attended included at no charge.	5	\$4.99		\$24.95
Auto Attendant 1 Auto Attendant is included free with each account	1		Free	Free
Local Number Porting Activation Fee One time charge for Local Number Portability (LNP) which provides the ability to transfer a local phone number from any existing carrier to our service.	150	\$5.00	\$750.00	
 NEC DT900S_32LCGS	150		Free	Free
 Polycom Trio8500 Conference Phone	7	\$590.00	\$4,130.00	

Notes:

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- Hardware provided on promotion is amortized over a 12-month period. Penalties on hardware for early cancellation of an account are calculated based on the percentage of the term remaining at the time of cancellation.
- TAXES, FEES and shipping charges may be estimates only and are subject to change. Actual TAXES, FEES and shipping charges will be calculated at the time the order is placed.
- Taxes and fees are based on service address and can differ by address.

**Provided by:**

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 bob.angrilla@ftrtinc.com
 (631) 892-3706

Prepared for:

City of Dunwoody
 John Gates
 john.gates@dunwoodyga.gov
 4800 Ashford Dunwoody Rd Fl 2
 2nd Floor
 Dunwoody, GA
 30338-4897, United States

SERVICES	QUANTITY	UNIT PRICE	ONE-TIME CHARGES	MONTHLY CHARGES
Shipping 4800 Ashford Dunwoody Rd Fl 2, 2nd Floor, Dunwoody, Georgia 30338-4897			\$185.12	
Estimated taxes			\$488.80	\$306.33
Fees				\$624.86
Totals			\$5,553.92	\$2,997.14

Notes:

- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
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