

RESOLUTION NO. 1866

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OBSIDIAN TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF A CITY-WIDE CISCO PHONE SYSTEM AND CORRESPONDING NETWORK UPGRADES AND ESCHELON TELECOM, INC. FOR THE PURCHASE OF TELECOMMUNICATIONS NETWORK SERVICES.

WHEREAS, the Information Systems Department of the City of Wilsonville has determined that the current phone system is both inadequate and expensive to operate; and

WHEREAS, a new telecommunications system and corresponding new telecommunications network service have been determined to provide the City increased benefits at reduced operating costs; and

WHEREAS, in compliance with the City's public contracting provisions in WC Chapter 2.314 and the Model Attorney General's Public Contracting Rules in this area, City staff issued a request for proposals (RFP) on November 7, 2003 which was duly advertised in the Oregonian, a newspaper of general circulation, on November 12, 2002; and

WHEREAS, a pre-proposal conference was held for interested vendors on December 4, 2003; and

WHEREAS, seven (7) proposals were received on January 9, 2003, prior to 5:00 p.m., local time, at the Wilsonville City Hall, 30000 SW Town Center Loop E, Wilsonville, Oregon. Proposals were opened and reviewed initially for compliance with requirements as stated in the RFP. Each of the proposals was reviewed by staff against stated criteria and ranked accordingly; and

WHEREAS, pursuant to Wilsonville Code Section 2.314(12) competitive proposals were formally secured; and

WHEREAS, after proposals were secured formally, staff reviewed submitted proposals against a stated set of criteria and selected four semi-finalists to perform on-site demonstrations, and subsequently determined that Obsidian Technologies be the finalist for providing the telecommunications system and Eschelon Telecom, inc. be the finalist for providing telecommunications network services; and

WHEREAS, staff subsequently negotiated with Obsidian Technologies a contract consistent with the competitive proposal process for a contract price of \$262,000 for hardware and installation as set forth in Exhibit A; and

WHEREAS, staff subsequently negotiated with Eschelon Telecom, inc. a contract consistent with the competitive proposal process for a 24 month term agreement for telecommunications network service as set forth in Exhibit B; and

WHEREAS, the City of Wilsonville desires to execute a Contract Agreement in a timely manner.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council acting as the Local Contract Review Board finds and concludes:
 - a. The recital of findings above is incorporated by reference herein.
 - b. The proposal of \$262,000 by Obsidian Technologies is deemed responsive. Obsidian Technologies is a responsive and responsible proposer and is found to be the most qualified for the work.
 - c. The proposal by Eschelon Telecom, inc. is deemed responsive. Eschelon Telecom, inc. is a responsive and responsible proposer and is found to be the most qualified to provide the service.
2. Subject to the final review and approval of the Finance Director and in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting and WC 2.314, Contracts with the City, and the Attorney General's Model Rules which the City has adopted as its contracting rules, the City Council acting as the Contract Review Board hereby awards the contract for this project to Obsidian Technologies in the amount of \$262,000 and Eschelon Telecom, inc. for a 24 month term agreement as set forth in Exhibit B.
3. Subject to final completion of all requirements specified in the contract documents and any supplementary changes, the Finance Director is authorized to certify the Project complete and make final payment including release of retainage.
4. The Finance Director is authorized to approve change orders to this contract so long as total project costs do not exceed the budgeted amounts.

5. Authorize the expenditure of project funds in an amount not to exceed:

ACCOUNT	AMOUNT
110-030-45080 (Capital Outlay, Telecom Hardware)	\$252,000
110-030-44023 (Materials & Services, Maintenance)	<u>\$10,000</u>
Total Appropriation	\$260,000

6. A supplemental budget adjustment will be made in FY 2003-04 from General Fund contingency set-asides in the amount of \$262,000.

7. This resolution shall be effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of May, 2004, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Council President Kirk	Yes
Councilor Scott-Tabb	Yes
Councilor Holt	Yes
Councilor Knapp	Yes



Obsidian Technologies
1599 Oak St. - Eugene, OR 97401
541.242.1000 – FAX 541.484.0135

Exhibit A

SALES AGREEMENT

This sales agreement is made between Obsidian Technologies, Inc. with its principal office at 1599 Oak St., Eugene, OR 97401 ("Obsidian") and _____
 City of Wilsonville: 30000 SW Town Center Loop E: Wilsonville, OR 97070 ("Customer").

In consideration of the mutual agreements herein contained, Obsidian agrees to sell to Customer and Customer agrees to purchase from Obsidian telephony and network equipment in accordance with the following terms and conditions:

- Obsidian shall provide the equipment and services set forth herein or in the following documents: 1) IPTEL_EquipPricing_Detail, 2) IPTEL_LaborPricing_Detail, 3) IPTEL_TradeIn_Detail, 4) IPTEL_SolutionPricing_Summary and for purpose of reference 5) Ci.Wilsonville_RFP and ObsidianTech_Response (collectively "Proposal") and/or other document attached hereto and made a part hereof (the "Equipment")

Quantity	Description
	See Attached Proposal

- Obsidian shall install the Equipment at: _____ (See Proposal).
 Street Address City County State Zip Code

- Obsidian shall furnish all the hardware, software, labor and other items for the installation of the Equipment, unless otherwise noted in the Proposal. Obsidian shall perform the installation in workmanlike manner. Notwithstanding the foregoing, Obsidian shall not be responsible for damages to the premises or equipment not resulting from Obsidian's negligence.
- Customer shall assume risk of loss to the Equipment upon delivery of Equipment to Customer. Title to the Equipment shall pass to Customer upon payment in full of the Purchase Price (as defined in 8(a) below). Customer grants to Obsidian a Security Interest in the Equipment together with all additions and accessions thereto to secure the payment of Customer's obligations set forth herein. Customer agrees to execute all documents required to allow Obsidian to perfect such security interest.
- AMENDMENTS: CHANGES: If it becomes desirable or necessary at any time subsequent to the date of this agreement and prior to completion of performance hereunder to make any change in the terms of this agreement or to any of the Schedules attached hereto and made a part hereof, any such change may be agreed upon only in writing signed by an authorized representative of Customer and an authorized officer of Obsidian, and in such event the price, work schedules and other terms and conditions as appropriate may be changed by the parties in a written amendment hereto.
- THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE OF THIS AGREEMENT ARE AS MUCH A PART HEREOF AS IF WRITTEN ABOVE THE SIGNATURE OF THE PARTIES.
- CUSTOMER, HAVING CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND THE SCHEDULES MADE A PART HEREOF WHICH ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON ALL PRIOR AGREEMENTS AND UNDERSTANDING BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED. UNTIL ACCEPTED AND SIGNED BY AN OFFICER OF OBSIDIAN AT ITS PRINCIPAL OFFICE, THIS AGREEMENT SHALL NOT BECOME EFFECTIVE AND SHALL NOT CONSTITUTE A BINDING CONTRACT.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CITY OF WILSONVILLE

OBSIDIAN TECHNOLOGIES

 Authorized Signature

 Authorized Signature

 PRINT NAME TITLE DATE

 PRINT NAME TITLE DATE

SALES AGREEMENT CONTINUED

ADDITIONAL TERMS AND CONDITIONS

8. Customer shall purchase the Equipment for a Purchase Price of \$ (see Proposal).
- (a) PURCHASE – Customer shall purchase the Equipment from Obsidian and shall pay to Obsidian for the Equipment the purchase price stated above, (the "Purchase Price"). The Purchase Price includes any sales, use, excise, property or other taxes applicable to this agreement. The Purchase Price shall be paid as follows:
- (i) 33 % of the Equipment Purchase Price upon execution of this agreement.
 - (ii) 33 of the Equipment Purchase Price upon delivery and acceptance of equipment at customer premises, and
 - (iii) 33 % of the Equipment Purchase Price due within 10 days after Installation Completion Date as defined in Paragraph 9.(c), and
 - (iv) Progress payments for Labor Services, with a 20% of total Labor Services remainder due within 10 days after Installation Completion Date as defined in Paragraph 9.(c).
 - (v) 100 % of Post Implementation Services due upon Installation Completion Date (as defined in 9c).
9. TIME OF PERFORMANCE
- a. The estimated Installation Completion Date will be no later than 06/30/04.
 - b. Obsidian shall not be required to commence the installation of the Equipment until Customer's credit has been approved by an officer of Obsidian at its principal office and a site review of Customer's premises has been made by Obsidian technical personnel and Obsidian shall have the right to terminate this agreement, in its sole discretion, based upon its credit review or its site review (no later than 30 days after "Sales Agreement" is signed). In the event of agreement termination after credit review or site review by Obsidian, Obsidian shall refund any Customer payments less services performed and/or equipment paid for in full.
 - c. Obsidian shall complete the installation adhering to Obsidian standard installation practices. Obsidian shall perform its standard acceptance testing on the installed Equipment. Upon successful completion thereof, Obsidian and customer shall agree that Equipment has been installed and operates in accordance with applicable test and performance specifications. The date of such notice shall be the Installation Completion Date.
 - d. The Installation Completion Date and any other performance by Obsidian hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, government laws, regulations or strike, lockout or injunction (whether or not such labor event is within the reasonable control of Obsidian). In the event of any delay, the dates set forth herein and the times for performance of any other obligations hereunder will be extended accordingly for additional periods of time to cover such periods of delay.
 - e. Obsidian shall use its best efforts to make timely delivery and installation of equipment. However, all stated delivery or installation dates are approximate and Obsidian SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR damages, special, consequential, or otherwise, for delays in delivery or installation.
10. NO WARRANTY:
- a. **THE EQUIPMENT SOLD HEREUNDER IS "AS IS" AND "WITH ALL FAULTS." OBSIDIAN MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS, IMPLIED, OR OTHERWISE INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. OBSIDIAN SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PERSON FOR LOST PROFITS, INJURIES OR DAMAGES TO PERSONS OR PROPERTY WHETHER IN CONTRACT, NEGLIGENCE OR TORT OR FROM ANY OTHER CAUSE, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER ECONOMIC LOSS ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY DEFECT OR SALE OR USE OF EQUIPMENT DESCRIBED HEREIN.**
- SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**
- THIS AGREEMENT IN NO WAY AFFECTS ANY RIGHTS A CUSTOMER MAY HAVE AGAINST THE MANUFACTURER OF THE EQUIPMENT IF THE EQUIPMENT IS COVERED BY A MANUFACTURER'S WARRANTY.**
11. CUSTOMER SERVICES:
- The Customer shall at its expense, on the date of the delivery of the Equipment to Customer's premises, and at all times thereafter during the period of installation services hereunder:
- a. Allow employees or agents of Obsidian free access to premises and facilities where the Equipment is to be installed at all hours consistent with the requirements of the installation.
 - b. Assure that the premises will meet all temperature, humidity controlled, air conditioned and other environmental requirements set forth in the applicable Equipment specifications, and will be dry and free from dust and in such condition as not to be injurious to the employee or agents of Obsidian or the Equipment to be installed.
 - c. Provide all supplemental equipment necessary for the installation, such as racks, patch panels installed computer workstations or required cabling/patch cables (except as specified in the Proposal).
 - d. Provide electrical current when not supplying with Cisco switch.
 - e. Provide grounds as required.
 - f. Provide suitable and easily accessible floor space and lighting at the Equipment location.

SALES AGREEMENT CONTINUED

ADDITIONAL TERMS AND CONDITIONS

12. ASSIGNMENT- SUBCONTRACTING:

This agreement may not be assigned by Obsidian in whole. Obsidian may freely subcontract part of the work hereunder. Customer may not assign the Agreement, in whole or in part, without obtaining the prior written consent of Obsidian, which consent may be withheld in Obsidian's sole discretion. No assignment or transfer by Customer of any of its rights or obligations under Agreement in violation of this section shall be binding upon Obsidian.

13. DEFAULT

If any of the Customer's obligations to Obsidian shall not be paid promptly when due, or if Customer breaches any other provision hereof after failing to cure the nonpayment or breach within ten days of a written notice thereof, Customer shall be in default hereunder and all unpaid accounts shall, at Obsidian's option, become immediately due and payable. Upon Customer's default, Obsidian shall have all the rights and remedies under the Uniform Commercial Code and any other laws, including all rights as a secured party, and any other laws, including but not limited to the right to any delinquent payment for which the Customer agrees to remain fully liable. No remedy of Obsidian hereunder shall be exclusive of any remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy. As long as any part of the balance due remains outstanding, title to the Equipment shall remain in Obsidian, until all amounts due hereunder are fully paid. If any of the Customer's obligations to Obsidian are not paid promptly when due, Customer agrees to pay all of Obsidian's costs of collection, including attorney's fees whether or not suit is commenced.

14. SEVERABILITY:

In the event that any provision hereof is held to be illegal, invalid or unenforceable, such provision shall be deemed to be separate from all the other provisions hereof and all of such other provisions shall remain in full force and effect as if such illegal, invalid or unenforceable provision were not a part hereof.

15. Customer agrees that all amounts not paid when due, including all amounts in default, shall bear interest at the rate of twelve percent (12%) per annum until paid.

17. INTERCONNECTION WITH UTILITY FACILITIES (IF APPLICABLE)

Obsidian's services shall be limited to the installation of the Equipment on the subscriber side of the interface equipment connecting the Equipment to the telephone system operated by the local telephone utility. Obsidian shall not be responsible in the event the utility fails to timely make available interconnect services nor shall Obsidian be obligated to pay the interconnect tariff or other charges of the utility with respect to such services.

18. WAIVER

The failure of either party to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

19. NOTICE

All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to parties at the addresses indicated on the first page hereof. Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the second day after the date of depositing in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

20. Binding Effect

This Agreement shall be binding upon and enure to the benefit of the heirs legal representatives, successors, and any permitted assigns of the parties hereto.

21. Authority

By execution hereof the parties represent and warrant that they are authorized to enter into this Agreement and that this Agreement represents such party's valid and binding obligation, enforceable according to its terms.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the state Oregon. The parties agree that all disputes relating to this Agreement shall be tried before the courts of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any litigation arising hereunder shall be in the Circuit Court of the state of Oregon for Clackamas County, or the United States District Court for the District of Oregon, Portland Division, as may be appropriate.

23. ATTORNEYS' FEES

If litigation is commenced by either party to enforce any contract including these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, both at trial and on appeal.



IPTTEL Design Specification & Pricing Worksheet

Telecommunications Platform & Network (w/Fiber Optic to Community Center and Library)

CALLMANAGER: Integrated IP Telephony Solution

Product	Description	Qty	List Price	Disc. %	Your Price	List Total	Your Total Price
CallManager Call Processing & Unity Unified Messaging (with Fax Server)							
<i>CallManager - Call Processing Software & Server</i>							
MCS-7815I-2.0-EVV1	CallManager 3.2 - MCS-7815I-2000 with 300 Svr Usr Lic (Svr & S/w)	2	\$7,995	35.0%	\$5,197	\$15,990	\$10,394
CON-SNT-PKG4	CallManager Smartnet 8x5xNBD for server	2	\$275	0.0%	\$275	\$550	\$550
CON-SAU-PKG9	CallManager Smartnet 8x5xNBD for software (includes upgrades)	2	\$910	0.0%	\$910	\$1,820	\$1,820
Subtotal						\$18,360	\$12,764
<i>Unity Server - Voice Mail Software & Server</i>							
MCS-7825H-2.2-ECS1	MCS 7825 Unity; 512MB; RAID 1; Win2K	1	\$10,995	35.0%	\$7,147	\$10,995	\$7,147
UNITYU4-200USR-E	Unified Messaging Software includes 16 ports & 200 users; scalable to 499 user on spec'd server	1	\$31,000	35.0%	\$20,150	\$31,000	\$20,150
CON-SNT-PKG9	Unity Smartnet 8x5xNBD for server	1	\$910	0.0%	\$910	\$910	\$910
CON-SAU-PKG16	Unity Smartnet 8x5xNBD for software (includes upgrades)	1	\$4,950	0.0%	\$4,950	\$4,950	\$4,950
Subtotal						\$47,855	\$33,157
<i>Fax Server - EskerFax</i>							
FaxServerSoftware	EskerFax Server v3.5	1	\$6,000	5.0%	\$5,700	\$6,000	\$5,700
Server	HP Proliant ML330 G3: Includes RAID 1, Dual 80GB Drives, Fax Board, Rack Kit	1	\$5,295	20.0%	\$4,236	\$5,295	\$4,236
ServerMaintenance	1 Year NextBusinessDay Onsite (First Year)	1	\$0	0.0%	\$0	\$0	\$0
Subtotal						\$11,295	\$9,936
City Hall (Central Site)							
<i>Network Hardware</i>							
CISCO1760-V	VoIP Voice Router/Gateway for T1 (Data & Voice) with 4 FXS Ports	1	\$2,595	35.0%	\$1,687	\$2,595	\$1,687
PVDM-256K-20HD	PVDM-20	1	\$2,000	35.0%	\$1,300	\$2,000	\$1,300
VVIC-1MFT-T1	T1 Voice WIC	1	\$1,300	35.0%	\$845	\$1,300	\$845
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$1,000	35.0%	\$650	\$1,000	\$650
VIC-4FXS/DID	Four-port FXS and DID voice/fax interface card	1	\$800	35.0%	\$520	\$800	\$520
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	\$800	35.0%	\$520	\$800	\$520
VIC-4FXS/DID	Four-port FXS and DID voice/fax interface card	1	\$800	35.0%	\$520	\$800	\$520
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	2	\$1,000	35.0%	\$650	\$2,000	\$1,300
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	2	\$3,495	35.0%	\$2,272	\$6,990	\$4,544
WS-G5483	1000BaseT Copper GBIC	4	\$395	35.0%	\$257	\$1,580	\$1,027
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (multimode only)	2	\$500	35.0%	\$325	\$1,000	\$650
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	2	\$375	0.0%	\$375	\$750	\$750
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	2	\$275	0.0%	\$275	\$550	\$550
UPS	APC Smart-UPS XL 2200VA RM 5U 120V	1	\$1,375	0.0%	\$1,375	\$1,375	\$1,375
Subtotal						\$26,535	\$18,184



IPTEL Design Specification & Pricing Worksheet

Telecommunications Platform & Network (w/Fiber Optic to Community Center and Library)

CALLMANAGER: Integrated IP Telephony Solution

Product	Description	Qty	List Price	Disc. %	Your Price	List Total	Your Total Price
Community Center							
<i>Network Hardware</i>							
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	1	\$3,495	35.0%	\$2,272	\$3,495	\$2,272
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (multimode only)	1	\$500	35.0%	\$325	\$500	\$325
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
VIC-2FXO	Two-port Voice Interface Card - FXO	1	\$400	35.0%	\$260	\$400	\$260
VIC-2FXS	Two-port Voice Interface Card - FXS	1	\$400	35.0%	\$260	\$400	\$260
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	1	\$275	0.0%	\$275	\$275	\$275
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	APC Smart-UPS 1000VA USB & Serial RM 2U 120V	1	\$545	0.0%	\$545	\$545	\$545
Subtotal						\$8,985	\$6,259
Library							
<i>Network Hardware</i>							
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	1	\$3,495	35.0%	\$2,272	\$3,495	\$2,272
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (multimode only)	1	\$500	35.0%	\$325	\$500	\$325
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
VIC-2FXO	Two-port Voice Interface Card - FXO	1	\$400	35.0%	\$260	\$400	\$260
VIC-2FXS	Two-port Voice Interface Card - FXS	1	\$400	35.0%	\$260	\$400	\$260
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	1	\$275	0.0%	\$275	\$275	\$275
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	APC Smart-UPS 1000VA USB & Serial RM 2U 120V	1	\$545	0.0%	\$545	\$545	\$545
Subtotal						\$8,985	\$6,259
Annex							
<i>Network Hardware</i>							
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	2	\$3,495	35.0%	\$2,272	\$6,990	\$4,544
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (multimode only)	1	\$500	35.0%	\$325	\$500	\$325
WS-G5483	1000BaseT Copper GBIC	2	\$395	35.0%	\$257	\$790	\$514
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
PVDM-256K-20HD	PVDM-20	1	\$2,000	35.0%	\$1,300	\$2,000	\$1,300
VVIC-1MFT-T1	T1 Voice WIC	1	\$1,300	35.0%	\$845	\$1,300	\$845
VIC-2FXO	Two-port Voice Interface Card - FXO	1	\$400	35.0%	\$260	\$400	\$260
VIC-4FXS/DID	Four-port FXS and DID voice/fax interface card	1	\$800	35.0%	\$520	\$800	\$520
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$1,000	35.0%	\$650	\$1,000	\$650
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	2	\$275	0.0%	\$275	\$550	\$550
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	APC Smart-UPS 1000VA USB & Serial RM 2U 120V	1	\$545	0.0%	\$545	\$545	\$545
Subtotal						\$18,245	\$12,374



IPTTEL Design Specification & Pricing Worksheet

Telecommunications Platform & Network (w/Fiber Optic to Community Center and Library)

CALLMANAGER: Integrated IP Telephony Solution

Product	Description	Qty	List Price	Disc. %	Your Price	List Total	Your Total Price
Public Works							
<i>Network Hardware</i>							
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	1	\$3,495	35.0%	\$2,272	\$3,495	\$2,272
WS-G5484	1000BASE-SX "Short Wavelength" GBIC (multimode only)	1	\$500	35.0%	\$325	\$500	\$325
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
	VIC-2FXS Two-port Voice Interface Card - FXS	1	\$400	35.0%	\$260	\$400	\$260
	VIC-2FXO Two-port Voice Interface Card - FXO	1	\$400	35.0%	\$260	\$400	\$260
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	1	\$275	0.0%	\$275	\$275	\$275
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	APC Smart-UPS 1000VA USB & Serial RM 2U 120V	1	\$545	0.0%	\$545	\$545	\$545
	Subtotal					\$8,985	\$6,259
Transit							
<i>Network Hardware</i>							
AIR-AP1231G-A-K9	Cisco 802.11g AccessPoint w/Avail CBus Slot	1	\$899	35.0%	\$584	\$899	\$584
AIR-ANT4941	2.4 GHz, 2.2 dBi Dipole Antenna w/ RP-TNC Connect	2	\$19	35.0%	\$12	\$38	\$25
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	1	\$3,495	35.0%	\$2,272	\$3,495	\$2,272
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
	PVDM-256K-4 4-CHANNEL PACKET VOICE/FAX DSP MODULE	1	\$400	35.0%	\$260	\$400	\$260
	VIC2-4FXO Four-port Voice Interface Card - FXO	1	\$800	35.0%	\$520	\$800	\$520
	VIC-2FXS Two-port FXS voice/fax interface card	1	\$400	35.0%	\$260	\$400	\$260
	WIC-1DSU-T1 1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$1,000	35.0%	\$650	\$1,000	\$650
CON-SNT-PKG1	Smartnet 8x5xNBD - AP	1	\$75	0.0%	\$75	\$75	\$75
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	1	\$275	0.0%	\$275	\$275	\$275
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	Smart-UPS XL 1400VA RM 3U 120V	1	\$729	0.0%	\$729	\$729	\$729
	Subtotal					\$10,544	\$7,972



IPTTEL Design Specification & Pricing Worksheet

Telecommunications Platform & Network (w/Fiber Optic to Community Center and Library)

CALLMANAGER: Integrated IP Telephony Solution

Product	Description	Qty	List Price	Disc. %	Your Price	List Total	Your Total Price
WTPP							
<i>Network Hardware</i>							
WS-C3550-PWR-SMI	Catalyst 3550 w/inline power (24 powered ports/switch)	1	\$3,495	35.0%	\$2,272	\$3,495	\$2,272
WS-G5483	1000BaseT Copper GBIC	1	\$395	35.0%	\$257	\$395	\$257
WS-C2950T-24	Catalyst 2950 (24 10/100 ports w/2 10/100/1000BASE-T ports, Enhanced Image)	1	\$1,295	35.0%	\$842	\$1,295	\$842
CISCO1760-V-SRST	VoIP Voice Router/Gateway w/IP Plus for FXO/FXS w/SRST	1	\$2,995	35.0%	\$1,947	\$2,995	\$1,947
PVDM-256K-4	4-CHANNEL PACKET VOICE/FAX DSP MODULE	1	\$400	35.0%	\$260	\$400	\$260
VIC-2FXO	Two-port Voice Interface Card - FXO	1	\$400	35.0%	\$260	\$400	\$260
VIC-4FXS/DID	Four-port FXS and DID voice/fax interface card	1	\$800	35.0%	\$520	\$800	\$520
WIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$1,000	35.0%	\$650	\$1,000	\$650
CP-PWR-CUBE	IP Phone power transformer for 7900 series phone (for 7914)	3	\$45	35.0%	\$29	\$135	\$88
CP-PWR-CORD-NA	7900 Series Transformer Power Cord (for 7914)	3	\$10	35.0%	\$7	\$30	\$20
CON-SNT-PKG4	Smartnet 8x5xNBD - Switch	1	\$275	0.0%	\$275	\$275	\$275
CON-SNT-PKG1	Smartnet 8x5xNBD - Switch	1	\$75	0.0%	\$75	\$75	\$75
CON-SNT-PKG5	Smartnet 8x5xNBD - Router/Gateway	1	\$375	0.0%	\$375	\$375	\$375
UPS	APC Smart-UPS 1000VA USB & Serial RM 2U 120V	1	\$545	0.0%	\$545	\$545	\$545
Subtotal						\$12,215	\$8,384
IP Phones							
CP-7920-CH1-K9	Cisco IP Phone 7920 Kit	1	\$745	35.0%	\$484	\$745	\$484
Attendant Console	PC Based Operator Console	2	\$0	35.0%	\$0	\$0	\$0
CP-7935	Cisco IP Conference Station 7935	3	\$1,345	35.0%	\$874	\$4,035	\$2,623
CP-7960G	Cisco 7960 Phones (speaker, display, 6 lines; w/10/100 switch)	50	\$565	35.0%	\$396	\$28,250	\$19,775
CP-7940G	Cisco 7940 Phones (speaker, display, 2 lines; w/10/100 switch)	97	\$465	35.0%	\$302	\$45,105	\$29,318
CP-7912G	Cisco IP Phone 7912G w/user license (10/100 switch; speaker: monitor only, no	8	\$325	35.0%	\$211	\$2,600	\$1,690
CP-7914=	7914 Expansion Module, Foot Stand	7	\$395	35.0%	\$257	\$2,765	\$1,797
CP-PWR-CUBE	IP Phone power transformer for 7900 series phone (for 7914)	7	\$45	35.0%	\$29	\$315	\$205
CP-PWR-CORD-NA	7900 Series Transformer Power Cord (for 7914)	7	\$10	35.0%	\$7	\$70	\$46
Cisco-Approved Plantronics	Wireless Headsets (Base Station w/headset included)	7	\$423	10.0%	\$381	\$2,961	\$2,665
Phone Subtotals						\$86,101	\$58,118
Application, Equipment & IP Phone Totals							
CallManager & Unity (wSmartnet) with Fax Server						\$77,510	\$55,856
Network Hardware Infrastructure (wSmartnet)						\$85,509	\$65,689
IP Phones						\$86,101	\$58,118
Total						\$249,120	\$179,664



IPTTEL Design Specification & Pricing Worksheet

Telecommunications Platform & Network (w/Fiber Optic to Community Center and Library)

CALLMANAGER: Integrated IP Telephony Solution

Product	Description	Qty	List Price	Disc. %	Your Price	List Total	Your Total Price
Fiber Optic Connectivity - City Hall to Community Center and Library*							
6-strand option	Six-Strand 62.5/125 Multimode Fiber (w/ associated materials & labor)	1	\$42,375	0.0%	\$42,375	\$42,375	\$42,375
2,000'	Six-Strand 62.5/125 Multi Mode Fiber						
400'	Corrugated Innerduct						
700'	Smooth Wall Innerduct						
1	233-LA Vaults W/Galv. Diamond Locking Door						
6	37-1220PB Vaults W/ 37-1220C-DPF Covers						
3	6/12 Rack Mount Fiber Patch Panels W/Loads						
24	SC/ST Connectors						
4	Fan-Out Kits						
1	CMI II Boring						
1	18 X 18 X 8 Lockable NEMA Enclosure						
3	4" and 2" Core Drills						
1	Miscellaneous Materials						
NOTE: Pricing includes 2 add'l conduits from City Hall to the vault & 1 add'l conduit from Community Center to the vault.							
Station Cabling							
Cat5Cabling	Station Cabling (including all materials and labor) for 44 Phones identified on COW RFP Final Q&A, Attachment B, #6 & revised per "Phone Drop by Location" from A Stone emailed on 3/19/04)	1	\$14,950	0.0%	\$14,950	\$14,950	\$14,950
8,800'	4 Pair Cat. 5e CMP Cable						
44	Surface Mount Boxes (will use flush mount wherever possible)						
88	Cat. 5e, RJ-45 Mod Inserts						
7	Plug-N-Play Patch Panels						
7	Low Voltage Permits						
44	Cat. 5e Certifications						
1	Miscellaneous Materials						
Total Fiber & Station Cabling							\$57,325

Telecommunication Network Services Agreement

THIS AGREEMENT made and entered into this ___ day of _____ 2004, between the City of Wilsonville ("City") and Eschelon Telecom, Inc. ("Eschelon");

WHEREAS, the City requested proposals for telecommunication platform and network services, and, following response to the RFP by Eschelon and others, the City chose to negotiate a contract with Eschelon for the Network Services aspect of the request; and,

WHEREAS, the City and Eschelon intend to contract for said services based upon the RFP and other negotiated terms and conditions;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

I. Scope of Services.

A. Eschelon agrees to provide, and the City agrees to pay for, the network services solicited by the City, and confirmed, responded to or offered by Eschelon in the attached RFP/Response submitted by Eschelon, incorporated by this reference as if fully set forth.

II. Supplemental Terms.

A. To the extent they do not conflict with the forgoing, the following terms and conditions from the attached Eschelon Telecom Communications Service Agreement Terms and Conditions document, by heading, are incorporated herein:

- 1) Telephone Listing,
- 2) Circuit Delivery
- 3) Service, Interruption Credit, Telephone Numbers, Guarantees,
- 4) Payment
- 5) Billing Disputes
- 6) Installation of Service
- 7) Customer Premises
- 8) Voice Mail
- 9) Telephone and Internet Usage

B. The Service Level Agreement (SLA) and Customer Satisfaction Guarantee, attached, are incorporated herein.

III. General Terms.

A. Employee Status. Eschelon and its agents are not employees of the City and are not eligible for any benefits through the City of Wilsonville, including without

limitation federal social security, health benefits, worker's compensation, unemployment compensation and retirement benefits.

B. Indemnification. To the extent allowed by law, Eschelon and City agree to indemnify and defend the other, and the other's officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) incurred by the party being indemnified resulting from the indemnifying party's acts (or failure to act when action is appropriate) that may be asserted by any third person or entity which in any way arise from or relate to this Agreement or the performance of obligations under this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Termination. The parties agree that any decision by either party to terminate this Agreement before _____ of _____, 20____, shall be accompanied by sixty (60) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination if the termination qualifies for the Eschelon Satisfaction Guarantee. The term and Termination provision of the Eschelon Terms and Conditions shall only apply if and when the Satisfaction Guarantee does not apply. If City terminates the contract pursuant to this paragraph, it shall pay Eschelon for services rendered prorated to the date of termination.

D. Agreement Modifications. Modifications to this Agreement are valid only if made in writing and signed by all parties.

E. Subcontracting, Assignment. No portion of nor any interest in this Agreement may be subcontracted or assigned to a third party without the express and prior approval of the City.

F. Governing Law. Eschelon shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

G. Complete Agreement. This Agreement and attached exhibit constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this Agreement. Eschelon, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

H. Survival. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

I. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration in accordance with the then prevailing rules of the American Arbitration Association.

J. Waiver and Estoppel. No term or condition of this Agreement shall be deemed to have been waived nor shall there be any estoppel to enforce any of the terms or provisions of this Agreement unless the party charged with such waiver or estoppel has acknowledged such waiver in writing. It is further agreed that no waiver of any term or provision of this Agreement shall be construed as a waiver of any of the other terms or provisions of this Agreement, nor shall it be construed as a waiver at any subsequent time of the same term or provision.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Eschelon has executed this Agreement on the date herein below first written.

City of Wilsonville

Eschelon

By: City Manager

By: Authorized Agent

Printed Name

Printed Name

Date

Date