



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JANUARY 25, 2016

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Charles Grayson Day Jr
James Ham
Jim McClain
Richard A. Winters

Mayor
City Councilman
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

- 1. OATH - Patrol Officer Matthew Rhoad - Police Chief Darryl Griffis

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

- 1. Approval Of: Development Agreement -
- 2. Bid Award: Boone Street Project Construction Loan -

Boone Street Project Short-Term Construction Loan up to \$1.3M, draw dates March 2016-September 2016 with principal pay-off December 2016. Staff recommends low bidder, Southeastern Bank.

3. Bid Award: Utility Bill Printing & Mailing Services -

Qualified supplier will provide monthly service for form printing, stuffing, and mailing water/sewer/garbage bills.

4. Discussion - Kingsland Parcel 094-035 - Public Works Director Bill Coleman

Existing borrow pit is now closed and Public Works requests that City owned parcel 094-035 be subdivided used for a new borrow pit.

5. Discussion - RFP for Telephone and Computer Network & Data Systems -

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter “**Agreement**”) is entered into as of the effective date set forth below by and between the **CITY OF KINGSLAND, GEORGIA** (hereinafter “**City**”), a municipality duly created and existing under the laws of the State of Georgia (the “**State**”), the **F & C of Aiken, LLC**, a South Carolina limited liability company whose address is 153 Greenville Street SW, Aiken, SC 29801 (hereinafter “**Developer**”), each a “**Party**” and collectively the “**Parties**”.

1. THE PROJECT.

1.1. Description of the Project. The project (the “**Project**”) is for retail development and consists of (i) one or more building structures for the operation of a tractor supply business and related improvements (collectively, the “**Improvements**”), on the below-defined Site; (ii) the location/physical location is 1500 Boone Avenue (inclusive of individual lots within the project location of 1504-1508 Boone Avenue) Kingsland, Georgia 31548, described in Section 1.5 below (the “**Site**”), on which the Improvements are to be constructed; and (iii) materials and equipment located on the Site (the “**Equipment**”). The Project will be owned by the Developer under the provisions defined below.

1.2. City contributions. (a) The City contributions shall include the following: water and sewer infrastructure support in an amount estimated to be \$575,502.00, road improvements in an amount estimated to be \$695,378.00 and railroad crossing improvements at Middle School Road in an amount estimated to be \$ 378,898.00 for a total not to exceed \$ 1,649,778.00 (as more fully shown on the Master Plan attached as Exhibit B to this Agreement, collectively, “**City Infrastructure**”). (b) The City shall obtain financing under the terms and conditions set forth in Section 2 below in order to facilitate the City’s ability to meet its time obligations set forth in this Agreement. (c) Except for the City’s contributions and the City Infrastructure, the Developer shall be responsible for all costs, fees and expenses incurred by the Developer in connection with the Project or related to the Project, including, without limitation, any and all costs, fees and expenses related to any change orders or cost overruns. In no event shall Developer be responsible for the costs of any City Infrastructure.

1.3. Acquisition and Installation of the Project. The Developer shall be responsible for the acquisition of the property, all buildings and Improvements for the Project, including, without limitation, payment of the costs and interest thereof, excluding the cost stated in 1.2 above.

1.4. The Site. The Developer has entered or will enter into separate Purchase Agreements with Harold Kenneth Gay, Jr., and Gay Properties, LLC, a Georgia limited liability company (the “**Sellers**”) whereby the Developer will acquire the Site. A

description of the Site is attached at Exhibit “A” and incorporated herein by reference. The City shall have no obligation to pay for any costs or expenses or the payment of the purchase price for the Site or any other amounts payable in connection with acquisition of the Site. Subject to the receipt of all permits necessary for the construction of the Project, the Developer will close on the purchase of the Site within 10 days of the date of the City Commitment Date, as hereafter defined, and shall provide the other Parties with reasonably satisfactory evidence of such closing, which evidence shall be a prerequisite to the financing set forth below.

1.5. Environmental Issues. The Developer, at its own expense, shall address, resolve and pay for any and all environmental issues on the Site, excluding environmental issues caused by the City, its contractors, and its agents. The Developer shall indemnify, hold harmless and defend the City regarding any and all environmental issues or problems associated with the Site excluding environmental issues caused by the City, its contractors, and its agents. In no event shall the Developer be liable for environmental conditions unless such conditions are located on the Site or are caused by the Developer, its Contractor, or its agents.

1.6. Construction of the Improvements and Installation of the Equipment.

1.6.1. Design. The Developer shall be responsible for the design of the buildings, improvements and the selection of the Equipment but will abide by all applicable building codes, zoning laws, environmental laws and all other restrictions or applicable laws.

1.6.2. Utilities. Subject to the Infrastructure Work to be provided by the City pursuant to Section 1.2 above, the Developer shall be responsible for the delivery of natural gas, electricity, phone and/or T1 lines, internet connectivity to the Site or other utilities. The Developer’s ability to acquire governmental approvals or permits to allow for delivery of natural gas, electricity, phone and/or T1 lines, internet connectivity or other utilities by acceptable providers, or in quantities, speed or at levels which are acceptable to the Developer in its reasonable discretion, shall each be the choice and discretion of the Developer.

1.6.3. Construction, Generally. The Developer will be responsible for the construction of the buildings and Improvements, at the Developer’s own expense. Without limitation, the Developer will select the contractor (the “**Contractor**”) for such construction and enter into an agreement, as principal and not as agent of the City with the Contractor for the construction of the buildings or Improvements. The buildings and Improvements shall be constructed in compliance with applicable laws, including applicable zoning laws, building codes, environmental laws and other restrictions.

1.6.4. Acquisition and Installation of Equipment. The Developer will be responsible for the acquisition of the materials for buildings and/or Improvements

and/or installation of the equipment, including, without limitation, payment of all costs thereof.

1.6.5. Indemnity by the Developer. The Developer shall indemnify, hold harmless and defend the City and its their officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from purchase, construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Developer or the Contractor (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project; or (b) a default by the Developer under this Agreement. The indemnity contained in this Section shall not apply to any claim, loss or liability which is permitted by statute the result of the gross negligence or willful misconduct of the indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement. The indemnities set forth above specifically extend to, but are not limited to, governmental or other claims relating to any actual or alleged violation of any federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superlien and environmental cleanup programs and laws, U.S. Environmental Protection Agency regulations, and Georgia.

2. FINANCING OF THE CITY INFRASTRUCTURE.

2.1. Short Term Financing. In order for the contemplated Project to go forward, the City will borrow from a bank or other source up to \$1,300,000.00 through a promissory note (“**Note**”), the principal of which shall be advanced to the City only as needed by the City for construction costs for the City Infrastructure. The Note shall bear interest at a rate not to exceed 2.29% per annum on the unpaid balance, with interest only payable monthly on the first day of each month, and shall be fully due and payable on or before December 1, 2016 (the “**Maturity Date**”), with reasonable attorney’s fees provided in case of default.

2.2. Repayment of Note and Costs. Contemporaneously with the execution of this agreement, the Developer is depositing with the City the sum of \$25,000.00 (the “**Escrow Funds**”), to be held in escrow and disbursed pursuant to the terms of this paragraph. Such funds shall be disbursed to pay all reasonable attorney’s fees, closing costs and other reasonable costs charged to the City and/or the Camden County Joint Development Authority prior to the Maturity Date for the advice and preparation of any

document proposed or executed in connection with this Agreement, including the Agreement itself, and for all reasonable closing costs, fees, and interest accruing under the Note through and the Maturity Date. Within ten (10) days after the Maturity Date, any of Escrow Funds remaining in escrow shall promptly be returned to Developer. If a shortfall in escrow funds occurs, payments from escrow up to the amount available will have the following order of priority: all costs associated with City financing as outlined in section 2.1 including accrued interest costs and closing costs, attorney fees and other costs charged to the City, and attorney fees charged to the Camden County Joint Development Authority as outlined in this paragraph. Parties agree that it is the intent for the City to be fully indemnified for any such interest accruing and financing costs under such note through the Maturity Date. Notwithstanding anything in this Agreement to the contrary, the liability of the Developer under the provisions of Section 2 of this Agreement shall be limited to the Escrow Funds.

3. REQUIREMENTS OF THE DEVELOPER.

3.1. Secure Lease. The Developer warrants that it shall, within ten (10) days after the City Commitment Date, enter into a fully executed lease agreement with an anchor tenant which will locate on the Site, which requires the anchor tenant's store opening no later than September 30, 2016. Developer will cause its attorney to immediately certify to the City in writing of the existence of such a fully executed lease agreement.

3.2. Private Funding. The Developer shall provide all onsite private development funding for the Project, excluding the City contributions stated in 1.2 above. The Developer shall complete all related private development funding according to approved Site plans.

3.3. Access to Property. The City will provide, or cause to be provided all public water and sewer infrastructure support ("**Infrastructure Work**") to the Site, in accordance with the Master Plan attached as Exhibit "B" and incorporated herein by reference. The Developer agrees and shall allow the City and/or City contractors to access the Site, at least within the limits of the future right of way, to be dedicated to the City, after the one year warranty for installation of drainage and utility connections necessary to complete the construction of Boone Street. Such Infrastructure Work shall be included in the Master Plan and the costs of performing the same shall be the City's responsibility up to the amounts stated in 1.2 above.

3.4 Time Line. The Developer shall begin construction promptly and shall have the Project substantially completed by September 15, 2016. The Project shall be substantially completed by October 15, 2016. The anchor tenant shall be open for business no later than September 30, 2016. The City will proceed promptly with the Infrastructure Work, installation of the traffic light, rail crossing and temporary sewer service, and will have functional access to the Site and Infrastructure Work and the City Infrastructure substantially completed no later than September 30, 2016. Any delay by

the City in completing the City Infrastructure by September 30, 2016, shall allow the Developer to delay the due dates for compliance with its obligations by a like number of days. In the event a delay by the City in completing the City Infrastructure allows the anchor tenant to delay opening, such delay shall not constitute a default of the Developer under this Agreement.

3.5 Payment of Taxes. The Developer shall pay normal *ad valorem* property taxes with respect to property it owns.

4. REQUIREMENTS OF THE CITY.

4.1. Street. The City agrees and will accept the dedication of the designated public street that shall be constructed to the specification established by the City, after the City's required one year warranty and inspection period. The City's acceptance of the street, as shown on the Master Plan, is subject to the written review procedure and timing, as established by the City.

4.2. Sanitary Sewer Lines. If the City has not completed the sanitary sewer line by the time that utilities need to be connected to the anchor tenant, the City will provide a temporary holding tank, for sewage and waste water that will be pumped out as needed by the City. Upon this occurrence, the City will charge the same monthly rate based on water usage, as if the sanitary sewer line was installed, until the sanitary sewer line extension via Al Gay Drive is installed.

4.3. Rail Crossing. A rail crossing will be installed by the City that shall meet all state and federal requirements.

4.4. Traffic Light. The City will have functioning traffic light at the intersection of Middle School Road and Boone Street and the extension of Middle School Road to Boone Street substantially completed by September 30, 2016, subject to permitting and approval by the Georgia Department of Transportation, which the City will diligently pursue.

4.5. Additional Property. Within ten (10) days from the City Commencement Date, the City shall acquire at its sole cost and expense, an easement, or in the alternative, fee simple title to the small tract of land on the Golf Cart Wholesale property located adjacent to the northeast quadrant of the Site, in order for the future city road to be connected, as shown on the Master Plan.

4.6. Inspection Rights. The City and/or its agents shall be permitted to inspect the Improvements, buildings and Site, specifically related to the Project, during normal business hours, to verify compliance with all regulations, codes and laws.

5. TERMINATION OF AGREEMENT.

5.1. Approval by Governing Bodies. Upon its execution of this Agreement, each Party and each signatory of an Acknowledgment hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

Termination. Any Party shall have the right to terminate this Agreement without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

5.1.1. Any other Party is in breach of this Agreement.

5.1.2. There has been commenced or threatened against the City or the Developer, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters.

5.1.3. The cost of construction as submitted by the contractors responding to the request for proposals for City infrastructure portion of this agreement are outside of a 10% tolerance range compared to the construction cost estimate as stated in this agreement, at which point any unused portions of monies in the escrow account will be returned to the developer. The City shall promptly obtain bids for the work to be performed under this Agreement and shall provide written notice to the Developer, no later than March 1, 2016, indicating whether (a) the City terminates this Agreement, or (b) whether City waives its right to terminate on account of this subsection 5.1.3. If the City fails to give notice of termination by March 1, 2016, the City shall be deemed to have waived its right to terminate on account of this subsection 5.1.3. The date that the City waives, or is deemed to have waived, its right to terminate this Agreement shall be referred to as the “**City Commitment Date.**”

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to the City: City of Kingsland
P.O. Box 250
107 S. Lee Street
Kingsland, Georgia 31548
Attn: City Manager

with a copy to: James R. Coppage, Attorney at Law
3176 Cypress Mill Rd
Brunswick, Georgia 31525

If to the Developer: F & C of Aiken, LLC
153 Greenville Street, S.W.
Aiken, SC 29801
Attn: James Cochrane and Edwin Farmer

with a copy to: Hull Barrett, PC
111 Park Avenue, SW
Aiken, South Carolina 29801
Attn: Rand E. Hanna III, Esq.

6.2. Confidential Information. All confidential information acquired by the City relating to the Developer, shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 15-18-70, *et seq.* and § 50-14-1, *et seq.* The Developer and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival. This Agreement shall survive the Developer's closing on the Project property or the expiration or termination of this Agreement.

6.5. Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of

Georgia, except for the state's conflicts of law rules. The Developer consents to jurisdiction over it and to venue in the Superior Court of Camden County, Georgia for any disputes that may hereunder.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto and delivered to each Party.

6.7. Entire Agreement. This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no understandings, agreements, or representations, expressed or implied, between the Parties not specified herein. All additions, modifications, amendments or alterations to this Agreement, including any attachment(s), must be made in writing and executed by both Parties who have authority.

6.8. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes, and shall otherwise constitute an original document binding upon the transmitting party.

6.9. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the City shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.10. Legal Compliance. The Developer agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.11. Consequential Damages. IN NO EVENT SHALL THE CITY BE LIABLE TO THE DEVELOPER OR ANY PERSON OR ENTITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

6.12. Effective Date. This Agreement shall not be effective until it has been

fully executed by all Parties hereto.

6.13 Assignment. This Agreement shall be binding upon and inure to the benefit of each Party and their successors. This Agreement is not assignable by either Party.

6.14 Section Headings. Section headings in this Agreement are inserted only for convenience and do not define, limit or extend the scope or intent of this Agreement or any of its provisions.

6.15 Survival. In the event that any provision contained herein is held to be invalid, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions hereof, and the Agreement shall be interpreted to preserve, to the extent possible, its original intent.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following effective date: _____, 2016.

The City of Kingsland:

By:

Kenneth E. Smith, Sr., its Mayor

Attest:

City Clerk

[SEAL]

The “Developer”:

F & C of Aiken, LLC

By:

Name:

Title:

***Exhibit “A” – Site Descriptions**

THOSE CERTAIN TRACTS OR PARCELS OF LAND LYING IN THE 1606th G.M.D., CAMDEN COUNTY, GEORGIA, DESCRIBED AND DESIGNATED AS DESIGNATED AS “**LOT 1 – 1.92 ACRES,**” “**LOT 2 -2.23 ACRES,**” “**LOT 3 – 3.07 ACRES,**” “**LOT 4 - 2.41 ACRES**” AND “**RIGHT-OF-WAY PARCEL – 1.55 ACRES,**” ALL LAND AREA BEING APPROXIMATE, ON THAT FINAL SUBDIVISION PLAT OF KINGSLAND TRACTOR SUPPLY SUBDIVISION PREPARED BY ERNEST R. BENNETT, JR., GEORGIA REGISTERED SURVEYOR NO. 2893, DESIGNATED AS DRAWING NO. SD-2-72-09-15. THE PROPERTY IS ALSO DESCRIBED, AS A WHOLE, AS FOLLOWS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE 1606th G.M.D., CAMDEN COUNTY, GEORGIA AND BEING PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE EXISTING RIGHT-OF-WAY OF CHRIS DRIVE INTERSECTS THE FORMER SOUTHERLY RIGHT-OF-WAY LINE OF BOONE STREET (A FORMER 60 FOOT RIGHT-OF-WAY BUT NOW AN 80 FOOT RIGHT-OF-WAY) AND RUN NORTH 71°-07'-00" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 460.00 FEET TO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF MARK A. LANE (ACCORDING TO DEED RECORDED IN DEED BOOK 571, PAGE 162, PUBLIC RECORDS OF CAMDEN COUNTY); RUN THENCE SOUTH 18°-50'-47" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 19.99 FEET TO A POINT FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 18°-50'-47" WEST, A DISTANCE OF 776.13 FEET TO THE SOUTHWEST CORNER OF SAID LANDS OF MARK A. LANE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF AL GAY ROAD (A 60 FOOT PRIVATE ROADWAY); RUN THENCE NORTH 71°-10'-15" WEST, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 628.21 FEET TO A POINT; RUN THENCE NORTH 18°-51'-41" EAST, A DISTANCE OF 776.13 FEET TO A POINT; RUN THENCE SOUTH 71°-10'-15" EAST, A DISTANCE OF 628.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 11.19 ACRES, MORE OR LESS.

Exhibit “B”– Master Plan

City of Kingsland

Invitation to Bid #11516

IFB Due Date: January 15, 2016

Up to \$1.3 Million Construction Loan

Draw Dates: March 2016 - Sept 2016

Principal Payoff: December 2016

Financial Institute (Lender)	Interest Rate	Estimated Interest Cost Based on		Lender Attorney Cost	Total Estimated Cost
		Estimated Draws	Loan Cost		
Southeastern	2.29%	\$13,296.31	\$0.00	\$0.00	\$13,296.31
Ameris	2.19%	\$12,715.69	\$1,300.00	\$500.00	\$14,515.69
Citizens	3.13%	\$18,173.56	\$250.00	\$0.00	\$18,423.56

Note: Interest costs are based on estimated draws equating to \$1,165,000.

Utility Billing & Mailing Services

Bid Tabulation

Tuesday, January 19, 2016

Company	Per Stmt	Add'l Stmt Copy	Envelope	Graphic Design Set-Up	Postage	Programming After Set Up (per hour)	Archiving	NCOALink*	Search/Review (each)	Pulled Statements	Stmt. Message Changes	Additional Inserts (water quality reports, etc)	Total (before postage)
Data Integrators	\$0.125	\$0.008	Included	\$1,500.00	Current Rate				\$0.00				\$900.00
Cass Data Mailing	\$0.120	N/A	Included	\$0.00	Current Rate								\$864.00
Municipal Code	\$0.105	\$0.04	Included	\$0.00	Current Rate	\$125.00			\$0.01	\$.07 each	\$25.00 Per Message	\$0.00	\$756.00
Data Prose	\$0.092		Included	\$0.00	Current Rate	\$125.00	\$0.010	\$.50/change	\$0.01	\$0.00	\$0.00	\$0.02	\$662.40
SouthData	\$0.095	\$0.03	Included	\$125.00	Current Rate	\$65.00	\$500 Annually	\$400 Annually	\$0.01 (if archiving not purchased)				\$684.00
Business Ink, Co.	\$0.121	\$0.06	Included	\$1,500.00	Current Rate	\$125.00				\$.04 each		\$0.01	\$871.20

Estimated number of statements mailed each month:
7200

*NCOA (National Change of Address)

All vendors required at least one month in advance for postage.

8.4.a

Attache

Packet Pg. 17

City of Kingsland, Georgia Telephone and Computer Network and Data System Request for Proposal



January __, 2016

I.	Overview of the RFP Process	4
II.	Background Discussion and Goals of the City of Kingsland	4
III.	Scope of Goods and Services	5
A.	DEFINITIONS.....	5
B.	PHONE USAGE / DIAL PLAN CONSIDERATIONS	6
C.	OWNER MANAGED SYSTEM REQUIRED.....	6
D.	STANDARDS.....	6
E.	SIP/LOCAL SERVICE RECOMMENDATIONS.....	6
F.	HARDWARE STANDARDS	6
G.	SOFTWARE STANDARDS	7
H.	OPEN STANDARDS SYSTEMS HANDSETS.....	7
I.	PHONE SETS	7
J.	VOICEMAIL	7
K.	COMMON MANAGEMENT POINT.....	7
L.	UNIFIED MESSAGING	7
M.	NETWORK PERFORMANCE STANDARDS AND TESTING	7
N.	WARRANTY	8
O.	NETWORK INFRASTRUCTURE OVERVIEW	8
P.	SYSTEM COMPONENTS AND PERFORMANCE REQUIREMENTS.....	9
1.	Hosted or Premise Based System	9
2.	Basic Features:	9
3.	Voicemail.....	9
4.	Call Screening and Routing.	10
5.	Remote / Telecommuter Support.....	10
6.	Call Types	10
7.	Unified Communications Support (optional)	10
8.	Web Control Panel	10
9.	Existing Numbers	10
10.	System Capacity	10
11.	Reliability Features.....	11
12.	Reporting Features:	11
13.	System Administration and Training Requirements	11
14.	Firm support.....	11
Q.	INSTALLATION AND STARTUP	11
R.	MAINTENANCE	11
S.	SYSTEM BACKUP AND RECOVERY	12

T.	COMPLIANCE ISSUES.....	13
IV.	Basis of Selection	13
V.	Contents of the Proposal	13
A.	Goods and Services.....	13
B.	Firm Information, Personnel, References	14
C.	Financial Proposal	14
D.	Contractual Arrangements.....	15
E.	Site Visits	15
F.	Other Information.....	15
VI.	Information about this RFP.....	15
A.	Procurement Schedule.....	15
B.	Issuance of RFP and Technical Questions	15
C.	Pre-proposal Conference	15
D.	Proposal Deadline	15
E.	Oral Presentations (qualified firms only)	15
F.	Communications between Kingsland and the firms regarding this RFP.....	15
G.	Formation of the Agreement with the Selected Firm.....	16
H.	Provisions Deemed Included in the Proposal.	16
1.	Mandatory Provisions	17
2.	Preferred Provisions.....	17
I.	Rejection of Proposals	17
J.	Georgia Open Records Act.....	17

Telephone and Data System Request for Proposal

This Request for Proposal (RFP) has been posted on City of Kingsland website for your convenience.

Addenda and attachments are posted if issued. The RFP can be downloaded at this website:

www.kingslandgeorgia.com. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. Any changes to the RFP will be posted on the City of Kingsland's Website at least 7 days prior to the due date for the RFP. We encourage you to check the web site frequently for any changes prior to the due date. Call (912) 729-5613 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the City of Kingsland at (912) 729-5613.

I. Overview of the RFP Process

The City of Kingsland seeks an experienced firm to replace or enhance the current hosted Voice over Internet Protocol Telephone System and Computer Network and Data System infrastructure in whole or in part. This RFP is part of a competitive procurement process which helps to serve City of Kingsland's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the City has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship. For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the City of Kingsland is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the City of Kingsland proposes to govern the relationship between it and the Selected Firm.

II. Background Discussion and Goals of the City of Kingsland

The City of Kingsland is responsible for providing governance and leadership for Kingsland and its citizens. Providing easy, convenient, and efficient access to Government offices via telephone and internet services is an essential aspect services.

In support of Kingsland's mission and in an effort to maintain the highest quality services for its citizens, the City of Kingsland seeks an experienced firm to provide a Telephone and Computer Network and Data System to begin as soon as operationally feasible.

Kingsland invites proposals that present different options for provision of the Goods and Services detailed below, and/or alternate creative proposals from firms. Kingsland will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the City of Kingsland are met.

III. Scope of Goods and Services

It is Kingsland's intent to enter into an Agreement with the Selected Firm for a hosted or premise based Telephone and Computer Network and Data System to include those goods and services necessary to help Kingsland achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.

Kingsland has approximately 104 telephones in 14 buildings to support staff operations, meeting rooms, and conference rooms. Current service is primarily TDS hosted managed IP phone lines with long distance calling service, with B1 POTS Lines for alarms and fax lines. Kingsland envisions a system that will replace its current hosted VoIP phone system and computer and data network infrastructure, in whole or in part, with a hosted or premise based telephony system and high-speed computer and data network infrastructure. This new system will have capacity for basic telephony features such as inward and outward dialing, voicemail, call forwarding/transfer, caller ID, and caller hold.

The proposed computer network and data system infrastructure will have the capacity to network computer systems between city building locations and also provide interconnected computer network and data services with other governmental agencies and locations as necessary in order to maintain the existing connections.

While it is anticipated that fire, elevator, other safety and public convenience phones will need to be provided, firms should address how these services have been covered by their systems at other locations for consideration by the City of Kingsland. A premised based system will be considered with the ability to be integrated with Kingsland's current network.

A. DEFINITIONS

- GUI - graphical user interface whether through client software or web-interface.
- POTS- plain old telephone service.
- SIP - The Session Initiation Protocol (SIP) is an IETF-defined signaling protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP).
- MIME - Multipurpose Internet Mail Extensions (MIME) is an Internet standard that extends the format of e-mail to support: Text in character sets other than ASCII, non-text attachments, message bodies with multiple parts, and header information in non-ASCII character sets.
- SOP - SOP is intended for describing multimedia communication sessions for the purposes of session announcement, session invitation, and parameter negotiation. SOP does not deliver media itself but is used for negotiation between end points of media type, format, and all associated properties. The set of properties and parameters are often called a session profile. SOP is designed to be extensible to support new media types and formats.
- SAP - Session Announcement Protocol (SAP) is a protocol for broadcasting multicast session information.
- SGCP - Simple Gateway Control Protocol (SGCP) is a communications protocol used within a Voice over Internet Protocol (VoIP) system. It has been superseded by MGCP, an implementation of the Media Gateway Control Protocol architecture.
- H.323 - A recommendation from the ITU Telecommunication Standardization Sector (ITU-T) that defines the protocols to provide audio-visual communication sessions on any packet network. The H.323 standard addresses call signaling and control, multimedia transport and control, and bandwidth control for point-to-point and multi-point conferences.
- H.263 - A video codec standard originally designed as a low-bitrate compressed format for videoconferencing. It was developed by the ITU-T Video Coding Experts Group (VCEG) in a project

ending in 1995/1996 as one member of the H.26x family of video coding standards in the domain of the ITU-T.

- RTCP - The RTP Control Protocol (RTCP) is a sister protocol of the Real-time Transport Protocol (RTP). Its basic functionality and packet structure is defined in the RTP specification RFC 3550, [1] superseding its original standardization in 1996 (RFC 1889).

B. PHONE USAGE / DIAL PLAN CONSIDERATIONS

- Single line phones - staff offices.
- Multiple line phone sets - typically two to four lines. In many cases all lines ring on multiple instruments within a work group. The goal is to allow lines to be answered by anyone present from any location within the work group.
- Large line counts per instrument occur in two buildings to allow full coverage of key office phones throughout the day. These buildings are located in the Municipal Services Complex downtown.
- Voice mail control - ability to easily turn on and off voice mail. Offices typically want a person to answer all calls during hours when there is a person in the building - where ever that person may be.
- Intercom - more offices reported use of intercom than expected. Where used, the level is reported as rather high. Typical uses include coordinating info on phone call transfer and communications within the work group.
- Phone exchange - 729-xxxx if available to accommodate additional numbers that may be added in the future.

C. OWNER MANAGED SYSTEM REQUIRED

Kingsland intends to either host and manage this new telephony system or have it hosted and managed by the Selected Firm; therefore management processes for the telephone system will be well documented and will include a GUI for all parts of the setup and management of the system including telephone, account, and voicemail provisioning. Any training required to manage a proposed system should be included in the firm's response and itemized.

D. STANDARDS

Any proposed VoIP system should adhere to open standards for VoIP including but not limited to: SIP, MIME, SDP, SAPv2, H.323, and SGCP. If proposed system(s) do not support these standards, firms should explain in detail what is used in their place and why. Additional support for open standards that would be favorable includes: DVB, H.263, G.722, RTCP and RFP (media/video standards). Kingsland prefers systems that adhere to current open standards for VoIP, voice compression, and compressed storage of voice data.

E. SIP/LOCAL SERVICE RECOMMENDATIONS

Recommendations on required or suggested SIP providers and local switch services should be included in firms responses outlined in detail. If firms fully support open standards for SIP providers and local switch services, they will outline all requirements for communications, hardware, software and specifications for connecting with these open standards providers to the extent where it is clear what is required by Kingsland to operate with these open standards providers. These items will be identified as required or optional items and priced as separate line items. Optional items will have explanations of the benefit each provides and the risks/issues that may arise if not installed sufficient to allow technical staff to make an informed decision on each.

F. HARDWARE STANDARDS

All server hardware may be purchased by Kingsland through existing state contracts. All hardware requirements will be outlined and will include hardware redundancy requirements/recommendations,

hardware requirements and recommendations for best operation (i.e. hardware recommendations for core system, voicemail, web services, etc.)

G. SOFTWARE STANDARDS

All software proposed should also fully support standard and readily available server equipment from major firms (i.e. Dell, IBM, HP, Apple, etc.) and standard operating systems (UNIX, Linux, Windows, Mac OS, etc.). Any additional software and/or hardware necessary should be included in the price of the total system and should be itemized in firm responses.

H. OPEN STANDARDS SYSTEMS HANDSETS

All firm proposals for a VoIP system will include their recommended open standards VoIP/SIP telephone handsets and power bricks priced as separate line items. Kingsland also requests that all responses include recommended SIP soft phone recommendations as an optional component.

I. PHONE SETS

All telephone handsets will include two Ethernet ports for pass-through usage, capability to configure and tag VLAN traffic from the telephone handset and line capacity as outlined in system performance requirements section contained in this document. All warranty information should be clearly stated with telephone firm's costs itemized by set and pricing for future recurring maintenance agreements. All phone sets will include a minimal cost for power bricks for all phones proposed as an option. Please see Attachment 5, Phone Sets Count by Building for the number of phones currently in use. Please note this number is subject to change prior to issuance of the Agreement.

J. VOICEMAIL

Voicemail is a very important component of telephone systems. Voicemail will be a standard service for any proposed telephone system. Recommendations will be made for hardware/software/licensing for any voicemail product proposed for optimal uptime and performance.

K. COMMON MANAGEMENT POINT

All products for telephony, management, voicemail, and unified messaging should be tightly integrated and preferably developed by a single firm or developer. It is strongly preferable that the provision of a telephone, user account and voicemail box be done through an integrated process.

L. UNIFIED MESSAGING

Beyond the basic need to replace or enhance the current telephone services, Kingsland wishes to invest in a system with current unified messaging features or the capacity for future unified messaging features. Kingsland reserves the option to implement unified messaging in total, in phases or not at all. Unified messaging features should be included as an option (with optional costs associated) where applicable. Some examples of unified messaging features might include:

- Computer-based HUD (heads up display) for drag-and-drop control of phone messaging, call hold/transfer/parking, call monitoring and redirect.
- Web-based control panel - for user configuration of call forwarding, voicemail, call tracking, cost tracking, etc.
- Computer-based operator product - for central switchboard operations

M. NETWORK PERFORMANCE STANDARDS AND TESTING

Firms will provide network configuration requirements such as Quality of Service (QOS) and network performance standards for all parameters Kingsland's network is required to meet for proper operation of the new phone system and firm maintenance support. Firms will provide their preferred test

methods, practices and a list of approved software and hardware tools required to satisfy firm's performance documentation requirements.

N. WARRANTY

Firms will provide a standard warranty for software/hardware proposed. Warranty for all equipment and software will be at least one year in length. Extended warranties for hardware and/or software proposed are preferred, and will be considered as part of the selection process. Please include all costs associated with extended warranties and applicable discounts for multiple year options.

O. COMPUTER AND DATA NETWORK INFRASTRUCTURE

Kingsland currently has a local area network (HP and Cisco) with two 1GB and multiple 100 Mbps connections between buildings and 1GB connections to the desktop integrated with the current VoIP phone system. Kingsland has a VLAN substructure for this project to segment and prioritize VoIP traffic for best performance. General best use network and VLAN configuration specifications from firms are required in responses.

The City of Kingsland Data Center is housed at the Kingsland Municipal Services Building (MSB) located at 105 West William Avenue in downtown Kingsland. Located in the data center are all of the servers and supporting hardware that support the computer network and data system operations of departments that are located outside of the downtown fiber ring. (Note: the downtown fiber ring is owned by the City of Kingsland). To facilitate computer network and data systems communication to these outlying buildings, we currently use 1Gb and 100MB metro E connections.

The main connection point for Kingsland's computer network and data system is the Municipal Services Building located at 105 West William Avenue which is connected to a network switch. The network switch then supplies the metro E connections via fiber to each outlying building. These buildings currently include the Kingsland Welcome Center, 1190 East Boone Avenue, three (3) Fire Stations, 595 East King Avenue, 750 North Gross Road, and 276 Roberts Path, the O.F. Edwards Center for Industry and Commerce, 531 North Lee Street, and Kingsland's Municipal Court House located at 533 North Lee Street. These Metro E connections are the back bone of Kingsland's network infrastructure and allow us to provide computer network and data system support to Law Enforcement, Fire Service, and the Municipal Court System.

These Metro E lines also supply the main internet connection from the Municipal Services building to all the buildings connected via the Metro E. The 1GB connections include the Municipal Services Building to the Kingsland Welcome Center. The financial management software used for processing payments at the Kingsland Welcome Center requires a 1GB connection as does the Kingsland Police Department's Wireless Camera System. Patrol Cars connect wirelessly to the upload server located at the Kingsland Welcome Center which stores the data temporarily before it is transmitted to the main servers for permanent storage at KPD Headquarters downtown. In addition the body camera system also stores data to the same servers so a high bandwidth connection is required between the two locations. The remaining locations are connected with 100MB connections to facilitate software usage from their appropriate servers at the Municipal Services Building.

Kingsland invites proposals that present different options for providing Computer Network and Data Systems. Kingsland will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the City of Kingsland are met.

Kingsland's connection bandwidth to commodity Internet is currently 12Mbps, 50Mbps or more is desired.

P. SYSTEM COMPONENTS AND PERFORMANCE REQUIREMENTS

1. Hosted or Premise Based System
 - Phone server may reside in the Kingsland data center to maintain Kingsland phone service during a carrier/sip provider outage – however hosted solutions are preferred.
 - Must have a backup to facilitate a system wide provider outage. (i.e. Analog phone line)
 - System must route E911 calls along with any required data to local PSAP in Woodbine, GA.
 - Integrated voicemail system must be included with system. Storage for voicemail messages should be on separate server from the main call processing servers.
 - Asterisk-based system or other open software based system preferred.
 - No proprietary hardware – servers, hardware, and components must be commercially available to Kingsland's support staff from multiple firms.
 - Support for remote locations supported in some cases by a private network and by commodity internet in other locations.
 - SIP support for long distance calls and toll free lines.
 - PRI support for local service, emergency calls and fall back when SIP is not available.

2. Basic Features:
 - Caller ID display.
 - Visual voicemail indicator - new message Indicator light.
 - Group ring - rings all lines in group until one line is answered.
 - Call transfer - on site and off site.
 - Call hold - standard feature allowing user to place call on hold and resume call when ready.
 - Call forwarding - forwards call to user designated number.
 - Conference Bridges - Support at least two simultaneous, user conference calls with both on site and off site participants.
 - Provide user code access to participants that will allow them to join conferences.
 - Employee directory - caller accessible and exportable in a standard format.
 - Extension groups - the ability to put all instrument within a workgroup into a "group" that can be addressed by options.
 - Option to route an inbound call to all phones in a workgroup.
 - Intercom - single & multi digit intercom numbers with in workgroups.
 - Work group conferencing - all users within a group can take part in a conference discussion.

3. Voicemail
 - Provisioned for a minimum of one hour of storage per supported user at delivery.
 - One-touch voicemail access from office phone.
 - Ability to turn on / off voicemail as needed - night and weekends.
 - Dial in remotely from any phone to access voicemail.
 - Ability to check voicemail via web.
 - Ability to return calls from within voicemail (eliminate writing down numbers, exiting voicemail, and manually dialing number).
 - Voicemail-to-Email option.
 - Email notification of new voicemails recorded on system option.
 - Optionally receive voicemail as media file playable on computer or portable device.
 - Works well with MS Exchange servers (without third party add on requirements).

4. Call Screening and Routing.
 - Ability to monitor at least 12 lines, answer any and forward as appropriate.
 - Call handling - call hold, call forwarding.
 - See the time caller has been on hold.
 - Rejoin a forwarded call if it is not answered after being forwarded.
 - Presence awareness features are a plus.
5. Remote / Telecommuter Support
 - SIP phone (or softphone) accessible with same extension number from off main site.
 - Single number routable to office, cellular, home or other phone by user created and maintained rule set.
 - Ability to make toll calls from voicemail log in (assignable per user).
6. Call Types
 - Local calls within the local calling area.
 - Long distance calls to be routed via least cost method.
 - Long distance calls using site's SIP trunks from off-site, cellular and remote locations.
 - Inbound toll free - Provide options indicating and rank by cost from least to highest cost.
 - Incoming calls - provide recommendations on the least cost routing (through Pri-lines SIP trunks).
 - Emergency calls - E911 to local PSAP in Woodbine.
7. Unified Communications Support (optional)
 - Ability to support common UC functions with MS Exchange servers for future growth.
 - A future interface with Exchange server should be done through documented interface points and maintain high security levels.
 - Presence awareness to see who is currently online and available.
 - Instant messaging - text messaging in real time.
 - Mobility - user selectable call handling that can route calls to office, cell or remote location.
 - Video conferencing.
 - Machine-to-machine real time communication.
 - The distribution of alarms.
8. Web Control Panel
 - Admin panel for administrators, configuration, call logs, reporting, data export in standard formats such as CSV file.
 - User panel to allow easily set voicemail, call forwarding, and other user options.
9. Existing Numbers
 - Kingsland prefers to maintain phone numbers presently used with existing service.
 - These numbers will need to be migrated (ported) from the current service to the new SIP/PRI service (based upon the best routing option recommendations) if possible. Firm will be available and/or present to support this process at the request of Kingsland.
 - Proposals for migration to a single exchange with numbers reserved for growth to 250 lines may be presented.
10. System Capacity
 - Initial capacity 100 to 150 phone sets with the ability to scale to 250 phone sets.

- Two PRI-lines with the option to add a third PRI-line (one to each server - dual server configuration).
- 50 - 60 SIP trunks connections.
- At least one hour of voicemail capacity per user in initial configuration.

11. Reliability Features

- System must be designed for high reliability 24/7 operation (99.5% uptime required).
- If premise based dual servers configured for load sharing and auto fail over are preferred.
- Technical support must be available 24/7
- Remote maintenance capability from firm could be an option as long as security systems are up to Kingsland's standards.

12. Reporting Features:

- Ability to export call records in common format such as CSV.
- Integrated (preferred) or third party billing program to allow automated report to departments on long distance charges.
- "System health" monitoring panel displaying key performance factors.
- Customizable error and warning messages that can be routed to system administrator(s) via email, text message and / or voice message.

13. System Administration and Training Requirements

- Minimal training requirements preferred to fully manage system.
- Firm support availability, options and cost for each option should be clearly stated.
- Online reference materials adequate to handle all common tasks / tutorial available.
- Firm online trouble reporting and tracking system with user access for tracking and updating trouble tickets.
- Remote diagnostic / repair / fault monitoring a plus.

14. Firm support

- All remote access must meet or exceed industry security standards and be approved by Kingsland.
- Kingsland retains the right to deny, restrict, or control access to the system as needed to protect resources.
- Denial of firm access to system will not negatively affect normal system operation.

Q. INSTALLATION AND STARTUP

Firms will outline in detail the installation, management and support processes for their systems through paper and/or electronic documentation.

All recommended training for installation, management and support should be outlined with costs and locations for training.

Kingsland will require telephone support for installation issues (business day/hours only) during the first year of operation. Support contracts should include cost options for 24/7 based support and business day/hour support and what is included. Local support firms are preferable but not required.

R. MAINTENANCE

Firm will demonstrate the procedures for implementing the following services for a single line and for groups of users defined within the system.

- Installation of phone sets, SIP trunks, Pri-lines and voicemail system.
- Basic single line service: configuration of service, support of phone sets, caller ID, new message indicator light, call hold, call transfer, call forwarding, intercom, conference call (addition of another line to an existing call -line may be within the campus phone system or an external local or long distance number).
- Voicemail: voicemail configuration (system side), voicemail setup (user side), voicemail operation (user side), call return from within voicemail, outbound call from voicemail, setup voicemail new message notification by email, setup voicemail message forwarding by audio file, setup of voicemail groups.
- Groups: configuration / setup of user groups, ringing all group phones until one is answered, ringing one phone for two rings then ringing all until answered, conferencing between group members, conferencing on an inbound call, adding an off-site participant to an existing conference call.
- Setup of voicemail "blast" messages to all users.
- Setup and maintenance of employee directories.
- Conference bridges: setup, security features to protect conference calls from unauthorized use, access codes generation / change per conference, caller restriction settings, scheduling, email notification of conference details (time, topic, notes, access number and code, point of contact for questions or changes). Operation / system administration procedures.
- System startup and shutdown.
- Recovery procedures - single line issues, group issues, single feature problem, multiple feature problem, voicemail store and retrieval problems.
- System backup and restoral procedures for both system files and data.
- Firm assistance / remote repair capabilities.
- Administrator functions.
- GUI controls and scope of activities that can be completed through the GUI interface.
- Command line - accessibility and scope of activities that must be done from command line, degree of granular control available from command line, limitations of command line controls, interaction and potential system conflicts resulting from command line use (how easy is it to create problems from command line).
- Firm only controls / procedures - firm will list system adjustments and procedures can only be done by the firm. Describe conditions and contract options must exist for these controls / procedures to be done on Kingsland's owned system.
- Training requirements - Firm will list any and all training requirements for Kingsland personnel in the roles of system administrators, help desk support, first responders to phone problems, network engineers for the network supporting system, security specialist maintaining network access and control.

S. SYSTEM BACKUP AND RECOVERY

- System should provide a full backup and restoral process to duplicate programs, data, and updates from a production machine onto a replacement server of equal or greater specifications and equivalent hardware configuration.
- When server is part of a high reliability server pair or cluster, any single server must be able to be taken offline for maintenance without losing features and only concurrent call capacity reduction will be the impact on normal operations.
- Local backup requirements - The new phone system's backup process must be compatible with Windows, Unix, Linux, and other operating systems that may be in use for system backup.

- Firm provided backup services should be described in sufficient detail to clearly convey the operation, security and value of this service. Costs for this service will be listed as a line item when a separate cost. If part of a package cost such as annual maintenance, the package will be clearly identified.
- Firm monitoring services will be described along with the costs for the service.
- Firm remote repair services will be described along with the costs for the service.
- Time estimate of how long it takes to restore operation on a clean server of comparable specifications will be stated.

T. COMPLIANCE ISSUES

- E911 service is required on all new phone systems that provide at least building level information to the local 911 center.
- The new phone system must have ability to work through providers to meet E911 requirements by state regulations.
- City requirements require verified phone numbers and locations to meet Verified E911 standards.
- Any additional costs for SIP interfaces or services should be fully outlined with costs associated.

IV. Basis of Selection

Kingsland will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

- The firm's plan to assist the City to meet its goals for a Telephone and Data System as discussed in Section II, Background Discussion and Goals of Kingsland, and Section III, Scope of Goods and Services;
- The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- The firm's references from governments and clients which are comparable to Kingsland;
- The firm's financial proposal including but not limited to discounts, service charges and other charges;
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- The contractual terms which would govern the relationship between Kingsland and the Selected Firm;
- Any other factors relevant to the firm's capacity and willingness to satisfy Kingsland.

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to Telephone and Computer Network and Data System Proposal, City of Kingsland, P.O. Box 250, Kingsland, GA, 31548.

- Goods and Services.
 - Describe how the firm plans to provide a hosted or premised based Telephone and/or Data System Telephone System which is the primary goal of this RFP.
 - Provide a plan of operation to achieve the objectives set forth in Section II Background Discussion Section III, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed.
 - Describe how the firm plans to provide the Telephone and Data System or VoIP System. Include a description on how the firm will work with Kingsland to provide the Goods and Services.
 - Describe the firm's plan to provide standard user services, including:
 - Standard high-speed internet service (no-less than 50 Mbs.)
 - standard and multiline phone services

- standard and enhanced voicemail services
 - unified messaging solutions included
 - basic support plan, maintenance requirements
 - SIP and PRI support for standard voice services
 - E911 solution for local carrier
 - departmental software billing solution and distribution mechanism
 - redundant server and failover solution options
 - current network integrations
5. Describe the firm's plan for customer service to include:
 - Telephone Support
 - Remote Maintenance and Support
 - Local Support for onsite service
 - Parts and hardware service and support for server(s), handsets and soft phones
 - Warranty
 6. Kingsland invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. Kingsland will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the City of Kingsland are met.
- B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in providing Telephone and Data Systems similar to those described in this RFP.
 2. Provide information on those individuals assigned to work with Kingsland including a description of their experience in providing similar Telephone and Data Systems. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.
 3. Provide a list of all of the firm's clients comparable to the City of Kingsland indicating the length of service of each account. Kingsland may contact and/or visit any of these accounts.
 4. Provide a list of government agencies or entities with which the firm has signed a term contract.
 5. Provide a list of all clients lost within the last three years which includes:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss
 - d. Provide a copy of the firm's most recent audited financial statements.
 - e. Provide the amount of annual sales the firm has with each local government.
- C. Financial Proposal
1. Describe the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services' categories proposed by the firm.
 2. Describe how Kingsland will be charged. Include any additional discounts available for early payment of invoices.
 3. Provide breakdown of all costs and fees by line item to include:
 - Single and multiline handset options
 - Server hardware and software options
 - Startup and installations costs/fees
 - Multi-year options for maintenance and support with discounts for pre-payment
 - Configuration and support for connection to local and SIP providers
 4. Describe how Kingsland will benefit from cost savings by accepting the firm's proposal.

- D. Contractual Arrangements
1. Provide Kingsland with any form or contract the City of Kingsland may be requested to sign.
 2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
 3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
 4. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
 5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.
- E. Site Visits
- It may be necessary or desirable for Kingsland's evaluation team of less than ten people to travel to a site chosen jointly by the firm and Kingsland to view its operation. Each firm will indicate whether it will reimburse Kingsland for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by Kingsland for its travel.
- F. Other Information
- Provide any other information which the City should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

RFP Issue Date	TBD
Pre-proposal Conference	TBD
Deadline for Receipt of Proposals	TBD
Oral Presentation	TBD
Negotiations	TBD
Contract Award	TBD

B. Issuance of RFP and Technical Questions

Any technical questions concerning this RFP will be directed to Bill Carreira at bcarreira@kingslandga.gov or the Purchasing Agent, ljohnson@kingslandgeorgia.com. Kingsland will determine whether any addenda should be issued as a result of any question or other concerns.

C. Pre-proposal Conference

TBD

D. Proposal Deadline

TBD

E. Oral Presentations (qualified firms only)

TBD

F. Communications between Kingsland and the firm regarding this RFP.

Informal communications from the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the selected firm and all other firms have been notified, or

when Kingsland rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at Kingsland, with the exception of the individual indicated as the point of contact, for information, comments, speculation, etc.; and
2. Requests from any department at Kingsland, or any employee of Kingsland, with the exception of the individual indicated as the point of contact for information, comments, speculation, etc. formal communications from the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when Kingsland rejects all proposals, all communications between Kingsland and the firms will be formal, or as provided for in this Request for Proposal, or as requested by the individual indicated as the point of contact for this Request for Proposal. Formal communications will include but not be limited to:
 - Pre-proposal Conference
 - Oral presentations
 - Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm.

All proposals received will first be carefully evaluated by the City of Kingsland, and then Kingsland intends to conduct negotiations with two or more firms. After negotiations have been conducted, if Kingsland chooses to make award, Kingsland will select the firm which, in its opinion, best meets the needs of the City of Kingsland. Alternately, if Kingsland determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, Kingsland intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because Kingsland may choose to negotiate and award to a single firm for an integrated system or multiple firms for separate components as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, plan for integration with other service providers, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that Kingsland reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal.

Kingsland will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by Kingsland, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

Kingsland includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. Kingsland encourages any firm which feels that a mandatory provision is unreasonable to contact the City of Kingsland before proposals are due so Kingsland can consider amending the provision. Kingsland includes preferred provisions so that any difference between the firm and Kingsland's preferred contractual provisions can be considered during Kingsland's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by Kingsland in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, Kingsland and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

- a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
- b. If selected by the City of Kingsland, the provisions governing the firm's performance will include all the provisions of Attachment 1 - Mandatory Contractual Provisions.

2. Preferred Provisions

Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by Kingsland in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

- a. The firm consents to Kingsland contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which Kingsland wishes to contact; and
- b. If selected by Kingsland, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The City of Kingsland reserves the right to reject any or all proposals received.

Non-acceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to Kingsland or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between Kingsland and the Selected Firm exists, or when Kingsland rejects all proposals.

J. Georgia Open Records Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act.

Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Georgia Open Records Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary.

A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Attachment 1**Mandatory Contractual Provisions**

- A. Nondiscrimination
- B. Conflict of Interest
- C. Assignment
- D. Amendments
- E. Notices
- F. Independent Contractor
- G. Workers' Compensation and Employers' Liability
- H. Drug-Free Workplace
- I. Intellectual Property Rights/Disclosure
- J. Unauthorized Alien Use/SAVE/E-Verify.

Attachment 2***Preferred Contractual Provisions*****A. Goods and Services**

During the term of this Agreement, the Selected Firm will provide for Kingsland the goods and services offered to the City of Kingsland by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by Kingsland and as may be further specified by Kingsland in writing when it selected the firm.

B. Term of Agreement

The term of this Agreement will be proposed for both three years and five year agreements, with the ability to renew on the same terms and conditions, for two additional three- or five-year periods if mutually agreeable to Kingsland and the Selected Firm. The Selected Firm and Kingsland will mutually agree at least 90 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator

Kingsland will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the City of Kingsland for day-today operations but cannot approve amendments to the Agreement or price changes.

D. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification

The Selected Firm will indemnify and hold harmless the City of Kingsland and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products.

The Selected Firm warrants that the products, goods and services provided Kingsland may be used by Kingsland without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the City of Kingsland (its employees and agents) from and against any such claim.

F. Governing Law

This Agreement will be governed in all respects by the laws of the State of Georgia.

G. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the City of Kingsland, and, upon receipt of notice from Kingsland, does not correct the deficiency, to Kingsland's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, Kingsland reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Right of Audit

Kingsland reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding Kingsland's account at any time during the term of this Agreement and for five years thereafter. The Selected

Firm will make available to Kingsland all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of Kingsland to require that the Selected Firm perform self-audits within reasonable parameters established by the City of Kingsland.

I. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to Kingsland. The Selected Firm will maintain insurance which meets or exceeds the requirements of Kingsland with insurance companies that hold at least an A-financial rating A.M. Best Company.

No Agreement will be executed by Kingsland until the Selected Firm satisfies the insurance requirements of Kingsland. The Selected Firm may be required to provide Kingsland with a valid Certificate of Insurance before providing any goods or services to Kingsland. Kingsland reserves the right to approve any insurance proposed by the Selected Firm.

- **Comprehensive Commercial General Liability:**
The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit, with coverage for: premises/operations and products/completed operations.
- **Automobile Insurance:**
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$750,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by their employees.

J. Favored Nations

The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

K. City of Kingsland's Authorized Representatives

The only persons who are or will be authorized to speak or act for Kingsland in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by Kingsland's Administration.

L. Payment Terms

The Selected Firm may propose additional optional payment terms of less than 30 days so long as those terms also contain a cash discount for early payment and an option to pay in 30 days with no penalty. For example: "5/15 net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. Kingsland will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. Kingsland will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to Kingsland by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and City receipt and approval of the corresponding invoice.

Attachment 3***Procedure for Resolution of Contractual Claims***

Kingsland's procedure for deciding contractual disputes can be found in the Kingsland Code of Ordinances, Division 4 – Appeals and Remedies.

Attachment 4***Return on Investment Review and Study Requirement***

The City of Kingsland requires with submittal of all proposals a separate return on investment (ROI) review. Information regarding number of existing phone lines, fax lines, the number of service related calls and the long distance phone bills, and any other pertinent information will be made available within a week after the release of this Request for Proposals to all interested proposers. Kingsland recommends the following approach to the ROI review.

- The baseline cost will be the costs currently associated with supporting current voice, fax, and data infrastructure.
- Evaluation of the current hosted voice and data infrastructure to determine, capability, suitability, and interoperability potential to accommodate voice and data systems.
- Evaluate operational processes for current converged VoIP operations verses processes required in the proposed VoIP system or non-converged voice and data system.
- Evaluate current VoIP system to develop suitable options for implementing telephone and/or data systems.
- Evaluate the cost associated with implementing VoIP or telephone and data services utilizing multiple implementation scenarios to include all hard, soft, fixed, variable, one-time, and recurring costs.
- Evaluate baseline costs against implementation and continued operations costs to determine when and if there is a financial benefit in addition to other non-monetary benefits to systems implementation.

Phone Sets Count by Building

Municipal Services Campus (City Hall/MSB/Police)	39 Phones
Kingsland Welcome Center/Law Enforcement Training Center	16 phones
Fire Station #3 (Headquarters)	8 phones
Fire Station #4 (Gross Road)	9 phones
Fire Station #5 (Roberts Path)	9 phones
Fleet Services (Fleet Maintenance Garage)	5 phones
Public Works	5 phones
O.F. Edwards Building (Municipal Court)	7 phones
Municipal Utilities Department (WWTP)	6 phones