

	City of Goodyear, Arizona	Finance Department Procurement 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7845 Fax: 623-925-0829
	SOLICITATION	

Request for Proposal OP 11-1715

Materials and/or Services: **Voice Over IP Telephone System**

Contract Type: **Firm Fixed Price**

Due Date: **February 2, 2011** Time: **3:30 PM** Arizona Time

Procurement Specialist: **Russ Welborn**

Phone: **623-882-7879** Email: **russ.welborn@goodyearaz.gov** Fax: **623-882-7890**

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

All Offers must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. **Late Offers will not be considered.** Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the **entire** Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

Offerors must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bsol> to obtain a solicitation packet. RFP packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on OP-11-1715. Should you experience problems downloading the solicitation, contact Russ Welborn, CPPB at the above email address.

Attendance at the Pre-Offer Conference is mandatory, unless otherwise specified herein.

Pre-Offer Conference Date: January 12, 2011

Time: 10:00 AM

Location: 190 N. Litchfield Rd., Goodyear, AZ 85338

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, **via email** only. Communications with other City staff may disqualify you from the evaluation process.

Bob Carrier, CPPO, CPPB
Procurement Manager

Published in the Arizona Republic Southwest Section on: December 29, 2010 and December 31, 2010

Revised 10/25/10

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INSTRUCTIONS TO OFFERORS

OP 11-1715

1. PREPARATION OF OFFER

- a. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered.
- c. The Offer and Acceptance document shall be submitted with an original **blue** ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No Offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Offer shall be initialed in original **blue** ink by the authorized person signing the Offer.
- d. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Offers shall be submitted in a sealed envelope provided by the Offeror, and should include the Offeror's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Offeror to submit the offer at the place and by the time provided in the solicitation.
- h. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the offer. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the offer, the unit price shall govern.

k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

l. Offeror shall submit one (1) original copy of their offer, marked “original” and one (1) CD/DVD (MS Office Adobe Acrobat format) with their bid and **6** copies.

2. SERIAL NUMBERS

Offers shall be for equipment on which the original manufacturer’s serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer’s names, trade names, brand names or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The City has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City’s specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. DESCRIPTIVE LITERATURE

All bidders shall include complete manufacturer’s descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

6. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Offeror shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. BONDING

A bid bond for one hundred (100%) of the offer price is required to be submitted with the offer.

A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable

9. PRE-OFFER CONFERENCE

A Pre-Offer Conference may be held. Attendance at scheduled Pre-Offer Conferences is mandatory. The date, time and location of the conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

10. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Offers, modifications of offers, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Offeror unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

11. AMENDMENT OF SOLICITATION

The Offeror must submit a signed copy of any solicitation amendment(s) with their offer. It is the responsibility of the Offeror to obtain the amendment from the City website.

12. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

13. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation for Bid to be valid for one hundred twenty (120) days after the opening time and date.

13. DISCUSSIONS

After initial receipt of offers, discussions to clarify offers and to assure the unit offered meets the minimum requirements of the offer, may be conducted with Offeror who submitted offers determined to be reasonably susceptible of being selected for award.

14. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

14. BUSINESS REGISTRATION PERMIT

All Offerors awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Tina Daniels at (623) 882-7874 or tina.daniels@goodyearaz.gov.

15. PROTESTS

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Bob Carrier, CPPPO, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney
City of Goodyear
P.O Box 5100
190 North Litchfield Road
Goodyear AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
 - The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
 - *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.

- d. The Procurement Manager is required to notify all interested parties that a protest has been filed

END OF INSTRUCTIONS TO OFFERORS

SCOPE OF WORK

OP 11-1715

Overview of Desired Product/Services

The City of Goodyear (the “City”) intends to establish a contract for the design, purchase, implementation and support of an enterprise Voice over IP telephone system and additional features including voice mail and other unified messaging functionality.

General Expectations

- Provide IP-based voice capability. The new system will provide a Voice over Internet Protocol (VoIP) solution that the City of Goodyear can leverage for current and future applications
- Provide high quality voice with minimal voice latency
- Desired features and functionality include:
 - Unified Communications
 - Integrated voice mail system
 - Integration with Microsoft Exchange 2007 and higher
 - Voice conferencing capability
 - Video conferencing capability
 - Web conferencing capability
 - Faxing
 - IVR capabilities or be readily configurable to connect to a third party IVR
 - Music/messages on hold
 - Automated attendant capability
 - Support for 911/Emergency call-out - location identification
 - Call recording and reporting capability
- The solution should provide for a Graphical User Interface or easy to use administrator interface
- The solution should allow for administrators to perform adds, moves or changes and software upgrades
- The solution should provide for diagnostic tools so local administrators can diagnose problems
- SIP trunking capability (concurrent call that is routed over the IP backbone of a carrier using VoIP technology)
- System should be easily configured and installed with no interruption to the City’s current operations and systems
- System should be compatible with the City’s IT infrastructure
- System must be fully redundant
- System should be rack mounted
- Offeror should provide comprehensive, long term maintenance & support
- Microsoft Windows operating system preferred

Overview of Current Environment

Voice System

All sites connect to the central PBX in the City Hall data center. The PBX is an Avaya Definity G3csi. This is the central PBX for 12 different sites and roughly 1100 extensions with voicemail.

- City Hall - 250
- Parks - 78
- Venida Offices - 186
- Ballpark - 69
- Public Works - 70
- Justice - 62
- Police - 138
- Fire Station 1 - 97
- Fire Station 2 - 72
- Fire Station 3 - 38
- Fire Station 4 - 21
- Fire Station 5 - 21

Three of these sites are outfitted with VoIP capable equipment. Please evaluate if any of this equipment is reusable with the proposed solution and provide information on whether reusing it would be recommended or not, and why.

- Fire Station 5
 - 50 user R5 CMEE BUNDLE S8300/S8400 media servers
 - 13 – Avaya 4610SW IP Phones
- Justice
 - 100 user R5 CMEE BUNDLE S8300/S8400 media servers
 - 32 – Avaya 4610SW IP Phones
- Ballpark
 - 100 user R5 CMEE BUNDLE S8300/S8400 media servers
 - 43 – Avaya 4610SW IP Phones
 - 12 – Avaya 4621SW IP Phones
 - 3 – Avaya 4602SW IP Phones
 - 4 outdoor telephones with enclosure

Provider - Qwest

Data Network

Minimum connectivity for remote sites to the central data center, where the system will be housed, is 30Mb QMOE (Qwest Metro Optical Ethernet) with 1 Gb ports to the desktop. The Ballpark is cabled with CAT6. All other sites are CAT5 or CAT5e.

Planned Expansion

The City is in the process of designing a new 911 Dispatch Center near the City's Water Campus. The first phase of this site is expected to house less than ten (10) staff and come on-line in 2012. Please include the cost of adding this site.

Technical Specifications (Features/Functionality)

Expandability/Modularity

The proposed system should be able to grow and expand in an incremental manner to handle additional lines, storage capacity, and call volume without equipment replacement and/or massive retrofits. The approximate number of working devices required at each location is provided above in the Overview of Current Environment section.

Reliance on Standards

Systems deployed shall rely on industry-wide IP Telephony best technical standards.

Power and Redundancy

Survivability is critical. Phone sets in an IP solution require power. Please clearly state how the proposed system provides power to the telephones and the associated impact to space, capacity, etc. The system proposed must also include Uninterrupted Power Supply (UPS) Battery Backup.

It is essential that the chosen system be evaluated for reliability from both the standpoint of historical up time to redundant operations. The proposed solution should provide redundancy options/alternatives to insure that critical identified sites remain in service in the event of a disaster or major power failure.

The system must remain available for generating incoming and outgoing calls, despite individual component failures. In order to guard against failures that will make the system inoperative, the system must possess sufficient redundancy of critical components to minimize the scope of a major component failure. Minimum requirements are for redundant common control and system memory. Failure of a backed-up component must be automatically reported at the operations console or similar facility. Following a major system failure, the system should not lose any critical databases or tables. Offerors shall also detail the nature of partial degradations that occur as a result of certain component failures and outline failure modes that may occur. Basic system call handling operation should continue in the presence of minor, less crucial component failures. In the event of a primary power failure, an Uninterrupted Power Supply (UPS), with a minimum stand-by period of 30 minutes shall be provided for City Hall and a secondary failover location. When the system is running off battery backup or emergency power, it shall activate an alarm at the attendant console and system administration workstation(s). The system must also be able to alert City staff of certain alarm conditions via alphanumeric pager or out-dialing to a cellular telephone or other remote device.

The proposed system shall be equipped with all necessary hardware and software to perform diagnostic tests to evaluate system performance. The tests shall run periodically without manual startup and by command from a maintenance terminal. Remote access diagnostic capabilities shall be provided, with password protection, from remote locations. Frequency of scheduled diagnostic testing shall be configurable from the maintenance terminal. System performance and operation shall not be affected during diagnostic testing.

System Security

The City is aware that VoIP exposes the City to new vulnerabilities. Please explain, in detail, how the proposed system addresses the following:

- Encryption capabilities and suggested use
- Firewall requirements
- Intrusion Detection (IDS)
- Security Information & Event Management (SIEM)
- Softphone security
- PCI compliance
- System/application & OS patch support

Optional Features

The City of Goodyear is interested in additional features and functionality that can improve customer service and City operations. After answering the questions in the Requested Features/Functionality section below Responders are encouraged to provide suggested system enhancements.

Planned Enhancements

Include information about any known planned enhancements to features and/or functionality that you believe the City may be interested in or that may alter anything that the City has requested in this RFP.

Requested Features/Functionality (Technical Specifications)

Responders must respond with the availability of each item in the table below with a **B**, **A**, **T**, **F**, or **N** in the appropriate column.

B-included in base product

A-add-on (additional cost)

T-third party

F-future

N-not available/not supported

When discussing items outside of the table, anywhere in the response, each item must be referenced by the corresponding Item#.

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
1.0	Station/Handsets						
1.1	Station has handset volume control						
1.2	Station has speaker volume control						
1.3	Station has ringer volume control						
1.4	Station displays number dialed, time/date, feature programming information, and call timer						
1.5	Station displays number of messages in voice mailbox						
1.6	Station displays caller id info (phone number and name) for incoming calls from inside the system						
1.7	Station displays caller id info (phone number and name) for incoming calls from outside of the system						
1.8	User can retrieve voice mail from station						
1.9	The numbering plan will allow users at any extension to dial any other extension on the network by dialing a 4-digit extension number. The system will recognize the number dialed and route the call appropriately						
1.10	User can place calls on hold using one button						
1.11	User can mute calls with one button						
1.12	User can make calls via speaker						
1.13	User can forward calls to inside or outside lines, including mobile lines						
1.14	User can forward calls to inside or outside lines, including mobile phones, in a no answer condition						
1.15	User can forward calls to inside or outside lines, including mobile phones, in a busy condition						
1.16	User can transfer calls to other extensions						
1.17	When number called is busy Auto Callback instructs the system to retain the called number and to establish the call when there is an available line or when the called number is no longer busy						
1.18	User can park a call so it can be retrieved at another station.						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
1.19	User can pick-up call that was parked by dialing the extension it was parked at						
1.20	User can redial last number dialed with one button						
1.21	Station has message waiting light						
1.22	Station has message waiting light for other extensions						
1.23	User can setup <i>do not disturb</i> and automatically forward calls to voice mail						
1.24	User can choose from multiple ring tone options						
1.25	Systems has Distinctive Ringing, providing a different ring tone to distinguish between internal, external, and priority calls						
1.26	Ability to support wired head-sets on certain model phones and designated on/off button on telephone						
1.27	Ability to support wireless head-sets on certain model phones and designated on/off button on telephone						
1.28	Automatic Line Pickup - automatically selects available line when phone is taken off-hook						
1.29	Voice conferencing - allows a station user to establish a conference call with two or more stations or outside trunks without attendant assistance						
1.30	User can connect several calls to a conference call						
1.30.1	What is maximum # of concurrent connections in base product	-	-	-	-	-	
1.31	User has ability to remotely activate and deactivate features by dialing in from any touchtone telephone						
1.32	Speakerphone - built-in two-way speakerphone on all digital and IP telephones						
1.33	Support of American Disability Act (ADA) requirements, including amplified handsets and support of TTY devices for those with a hearing disability						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
1.34	Intercom Group - user has ability to connect to a group of phones and make announcement over speaker						
1.35	Pickup Group - permits station users within designated groups to pick up ringing lines at other stations within the group						
1.36	Direct Pickup Group - permits station user to answer a ringing line at another station by dialing a code						
1.37	Multiple Line Appearances – on multi-line telephones, permits multiple appearances of the same extension on several buttons on a telephone set, and on several different telephone sets, using a single station port in the system. State multiple line appearance capacities						
1.38	Call History – user can see history of calls received at extension						
1.39	Move Extension VoIP - user can log their extension into any station on the network						
1.40	Bridge Appearance – user can program another extension to ring on their phone						
1.41	Call Monitoring – Supervisor can monitor agents and callers using call recording and real time monitoring – Please list required equipment on Optional Equipment Price Sheet						
1.42	Call Recording – Administrator can turn on mandatory call recording (user cannot turn off) per station						
1.43	Text to Speech for hearing impaired - TTS Software that converts text information to a wav file. Please list required equipment on Optional Equipment Price Sheet						
1.44	Busy Indicator - Button Shows when another user's extension is busy or off hook						
1.45	Support maximum pass-through that the City's current environment will allow						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
1.46	Station Speed Dialing - allows individual stations to have personal speed dial lists separate and distinct from the system speed dial list						
1.47	Programmable Feature Buttons - allows flexible programming of buttons for access to capabilities such as System and Personal Speed Dial Lists, Automatic Dialing, Intercom Paths, etc						
1.48	PC-Based Console – option for PC-based console, operating on a LAN, with all attendant functionality and integrated directory lookup						
1.49	Proposed system supports softphones						
1.50	Proposed system supports third party IP phones						
2.0	System Features						
2.1	Redundant Master Site - system has primary and secondary equipment at separate sites for failover of telephone and voice mail functionality						
2.2	Directory Lookup - List of Users and extensions users can access on phone to lookup number						
2.3	Interactive directory - outside callers can look-up an extension by entering or saying an employee's first or last name						
2.4	Regardless of the location, dialing 911 from any site on the City's system must at a minimum identify the physical building address, floor and assigned quadrant to the E-911 operators. It is preferred that the system also identify to the cubicle/office level with identification automatically re-addressed for any station level moves						
2.5	Caller id info (name and phone number (extension)) are displayed to outside phone being called						
2.6	Hunt Group - incoming calls to a station in a hunting group will search progressively through the group until it reaches an idle station						
2.6.1	What is maximum # of lines per group	-	-	-	-	-	

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
2.7	Ability to setup Hunt Group with 1FB as Main #						
2.8	Queue Holding - if all lines in hunt group are busy system puts caller on hold w/message telling them how long wait time is then sends to next available line OR allows caller to go to voice mail						
2.9	Proposed system automatically places a caller in a waiting position for a busy internal station, and alerts the called station that a call is waiting						
2.10	Proposed system has Coverage Paths - Customize setting of how calls are handled when dialed a particular extension						
2.11	Proposed system has Coverage Answer Groups - Incoming calls for specific extension ring at several phones at once so a specified group can answer incoming call						
2.12	Proposed system has Automated Attendant capability - menu driven-if x then dial 1, if y then dial 2, etc. If busy go back to menu or leave msg						
2.13	Proposed system has IVR capabilities - provides ability for customers to submit Credit Card payments by phone AND is PCI compliant						
2.14	IVR allows utility customers access to basic account information (bill due date, amount due, last month's usage, etc)						
2.15	Proposed system integrates with Selectron IVR products						
2.16	Proposed system has "phonetree" capability whereby the City can Import a phone number list for outbound calling w/ the ability to include unique data like "past due dates", "bill amount", etc. for each customer called						
2.17	User can select music or recorded messages to play for callers on hold						
2.18	User can forward calls to afterhours voice mail						
2.19	User can forward calls to afterhours answering service						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
2.20	Automatic Line Preference - allows user to connect to a given line on an automatic basis, without manually depressing a button; should include incoming and outgoing line preferences						
2.21	System allows for outgoing only phone lines						
2.22	System integrates with Microsoft Exchange 2007 and higher						
2.23	User has ability to listen to voice mail by selecting the voice mail message in their Outlook inbox						
2.24	User has ability to set voice mail options and password via computer graphical user interface, without using the telephone						
2.25	Proposes system has the ability to connect to current building speakers (at any of the locations) for paging thru building						
2.26	Proposed system allows for incoming 1-800 (toll free) calls						
2.27	Proposed system has ability to use analog type devices i.e. fax machines and security phones. Provide any additional cost on the Optional Equipment Price Sheet						
2.28	Proposed system can connect to a Viper 911 system Administrative Interface Module via Analog Port						
2.29	Proposed system includes UPS and battery backup						
2.30	What is length of battery backup(s) being proposed	-	-	-	-	-	
2.31	Proposed system supports enterprise faxing-Incoming and Outgoing Faxes on PC. Provide any additional cost on the Optional Equipment Price Sheet						
2.32	Proposed system supports video conferencing – Provide any additional cost on the Optional Equipment Price Sheet						
2.33	Proposed system supports web conferencing – Provide any additional cost on the Optional Equipment Price Sheet						
2.34	Proposed system will allow the City to exercise control over network services attached to the system						

Item	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
2.35	A given facility may be artificially "busied-out" following bad facility detection						
2.36	Outgoing facilities may be partitioned into usage groups (first choice, second choice, etc.). The scanning sequence and order, in which specific facilities are searched, should be alterable.						
2.37	System supports the use of wireless IP phones						
2.38	Provides for a system wide group of speed dial numbers for frequently dialed numbers						
2.39	Ability to require, if desired, that all or certain selected users dial an authorization code when making certain outgoing calls						
2.40	Hot Line Service – provides the capability for stations to automatically place a call to a pre-assigned number simply by going off-hook. Typically used in elevators, for example						
2.41	Automatic Call Intercept – automatically re-routes calls when dialed in error or specifically denied by Class of Service. The system will be able to intercept calls in two ways: Attendant Intercept and Recorded Announcement Intercept						
2.42	Automatic Route Selection - provides automatic routing of outgoing calls over specified trunks or trunk groups to insure that the least costly route is selected. Automatic Alternate Routing must also be provided to reroute calls if the primary designated routes are not available						
2.43	Off Premises Stations - provides ability to extend stations to off premise locations						
2.44	Attendant Trunk Group Busy Indication - provides attendant visual indication that all trunks in a trunk group are busy.						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
2.45	Automatic Recall - when a call directed from the attendant to a station is not answered in a predetermined time, the call is automatically routed back to the attendant. The attendant receives a visual indication that it is a returned call.						
2.46	Busy Lamp Field - provides visual indication to attendant of busy or idle status of each station						
2.47	Busy Verification of Stations - allows attendant to verify whether a station is busy, generally used to determine if a station is defective						
2.48	Direct Station Selection - allows attendant to direct calls to a station by depressing a single button						
2.49	Splitting - allows attendant to consult privately with station user on a call, without the calling party hearing the conversation						
2.49	The Contractor shall design and develop procedures for automatically backing up program, configuration and data files, including voice mail systems, without taking the system out of service. The procedures shall be described in detail for backup, suggesting frequency of backup and approximate duration of backup procedure						
2.50	Ability to set quality of service priorities (i.e. data, voice, internet browsing, fax, etc.)						
2.51	What is the operating system of the base system being proposed?	-	-	-	-	-	
3.0	Administration - System configuration control facilities shall enable the City to manage the system. The City Systems Administrators must be able to perform these configuration control functions without Contractor support. The proposed system shall include the hardware, all required software, and the necessary link to the telephone system.						
3.1	Proposed enterprise system can be administered from a central site						
3.2	The collective system, including all nodes, must operate and be able to be administered as a single system						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
3.3	Proposed system allows for multi-level administration to allow a hierarchy of systems administration						
3.4	Proposed system allows for remote administration via VPN with appropriate security						
3.5	Administrators may have multiple simultaneous logins						
3.6	Proposed system can be administered via a graphical user interface						
3.7	Administrator can perform, at a minimum, the following moves/adds/changes	-	-	-	-	-	
3.7.1	Extension reassignment to a new user						
3.7.2	User physical relocation - preserving existing extension numbers						
3.7.3	Add a new user and associated extension						
3.7.4	Modify the type of station equipment						
3.7.5	Disconnect an existing user						
3.7.6	Voice mail/automated attendant administration including password resets						
3.7.7	Adds, moves and changes must be performed on-line, with the actual update taking place as soon as possible following data entry, with no service disruption, or on a scheduled basis						
3.7.8	Ability to copy/duplicate station						
3.8	Via class of service, the station features may be selectively enabled/disabled on an individual telephone basis, including	-	-	-	-	-	
3.8.1	Station number assignment						
3.8.2	Codes for restricted out-dial						
3.8.3	ARS route selection assignment						
3.8.4	Intercom group assignment						
3.8.5	System speed dial lists						
3.8.5	Trunk Group modification						
3.9	Number portability – Any extension number in the City's numbering range must be able to operate at any facility. There must be no requirement to dedicate certain number blocks to specific sites						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
3.10	Class of Restrictions - provides the ability to deny certain outgoing calls						
3.11	Feature Access Codes – Administrator has ability to assign codes for features at the switch level						
3.12	Ability to limit outside calling to specific area codes or 800 series numbers						
3.13	System Alarm Indications - basic system program that will isolate and identify faults either upon command or on a routine, timed basis; must be able to be accomplished on site at one or more positions staffed by the City as well as via a Contractor remote maintenance facility						
3.14	The proposed system shall provide appropriate built-in test and diagnostics to enable the City's staff to conduct on and off-line tests						
3.15	The proposed system has appropriate indications of failed or marginal components						
3.16	The proposed system has a repertoire of status and error messages (periodic and event-driven basis) Bad Call reports etc.						
3.17	The proposed system will enable operations personnel to perform test and diagnostic procedures from the operations console, while the system is on-line, handling calls						
3.18	Ability to run basic diagnostic checks and backup as well as restore data to include site telecom database, voicemail database, end user data and voicemail email messages						
4.0	Reporting - System Reporting should be real-time status (update) reports, traffic studies, configuration control and automatic and/or controlled diagnostic testing information and be accessible through the operations console (visual display and hardcopy printout).						
4.1	Proposed system has built in reporting capabilities						
4.2	Proposed system has library of canned reports – provide sample copies of all canned reports						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
4.3	Administrator can write custom reports by modifying copies of canned reports						
4.4	Administrator can write custom reports starting with a blank report						
4.5	Ability to generate reports on total # of calls (incoming and outgoing) per extension						
4.6	Ability to generate reports on total # of calls (incoming and outgoing) per location						
4.7	Proposed system provides reporting that allows the system administrator to determine traffic/trunking requirements, processor busy levels and service quality						
4.8	Ability for IT staff to perform software upgrades if not provided as part of the maintenance agreement						
4.9	Administrator has ability to perform data export from phone switch and voice mail system						
5.0	Voice Mail - All sites on the network will be served by a single voice mail/automated attendant system. Full integration between the voice mail system and the telephone system must extend to all sites.						
5.1	What is the max # of voice mail boxes of the base system being proposed	-	-	-	-	-	
5.2	What is the max # of recorded minutes the base system being proposed can store	-	-	-	-	-	
5.3	Ability to bypass personal greeting						
5.4	Ability to recover deleted messages						
5.5	Ability to forward messages						
5.6	Proposed voice mail system has Password Protection						
5.7	User has ability to change voicemail Password without Administrator assistance						
5.8	User has ability to set multiple personal greetings						
5.9	Proposed system has playback controls capability						
5.10	Proposed system allows private delivery						
5.11	Proposed system allows Urgent Message Delivery						

Item#	Technical Specifications - Feature/Functionality	B	A	T	F	N	Comments
5.12	User has ability to reply to sender via voice message						
5.13	Proposed system allows Outcalling – option to have system call an outside number if a voicemail is left on an extension						
5.14	Proposed system has a Bulletin Board - Recorded announcement that does not accept voicemail messages						
5.15	Distribution Group – ability to create mailing list of extensions at user's extension where recorded messages can be sent out to groups' voicemails						
5.16	User has ability to change announcement according to Day/Date/Time, etc. via the computer graphical user interface						
5.17	User has ability to change announcement according to Day/Date/Time, etc. via the computer graphical user interface						
5.18	Callers have the ability to zero out to an Operator instead of leaving a message						
5.19	User can set zero out option to go to main operator or department main number						
5.20	All voice mail messages are date/time stamped						
5.21	User has ability to forward voicemail messages						
5.22	User has ability to transfer a voice mail directly to another voice mailbox without ringing at desk first						
5.23	User can check voicemail from a phone outside the system by dialing the voicemail system from any phone and entering a password						
5.24	What is the maximum # of users that can check voicemail simultaneously	-	-	-	-	-	

Services

Project Management

The City of Goodyear is looking for a full service provider that can offer a turn-key solution. The implementation process should include project controls and processes that will ensure a smooth roll-out. Offerors are required to provide information on their project planning and implementation approach including specific tasks and a project plan with timeline and labor hours in Microsoft Project. Proposals should clearly outline the Offeror's methodology and address the following items.

- Project Planning Process/Methodology/Project Plan
- Project Risk Management/Mitigation
- Required Protocols/Standards
- Product Certifications
- Testing and Acceptance Procedures
- Training
- Documentation
- Implementation Support

The City will perform overall project management, while the successful Contractor shall appoint a dedicated, competent Project Manager who will support overall project objectives and work effectively with the City project manager and staff. The Contractor's Project Manager will function as liaison to all areas of the Contractor's business operations

The Contractor's Project Manager will act as its resident representative, and supervise its employees and subcontractors during the design, delivery, installation, cutover, and final testing of the system. The Contractor shall also identify additional personnel who shall support the designated Project Manager, and be available to the City in the absence of the primary Project Manager. The Contractor shall inform the City of escalation procedures available to the City. The City will determine timeframes for project meetings and status reports.

System Planning

Contractor will perform an analysis of the City's current network infrastructure to determine the City's expected Quality of Service, if the current infrastructure can handle the expected call load, and how much growth is possible without incurring substantial additional cost. Results will be formally presented to the project team and executive management.

Handsets

Offerors must provide a listing of each type of telephone instrument available and the add/delete price for each model, including the softphone client. This add/delete price will be used during a station review process to determine any incremental costs/cost reductions resulting from the station reviews. The City requires that the successful Contractor provide demonstrations of the softphone client and any other non-standard desktop options and conduct detailed station reviews as part of its project plan. Station reviews shall include meetings with representatives from each department/user group to determine the requirements of each department/user group, and properly apply the capabilities of the system to each station. The successful Contractor may use a survey form as a means of gathering information from each department. **However, the City requires that the successful Contractor physically visit and interview representatives from each department in order to understand the configuration and operation of each department and to complete the system configuration.**

System Installation

System installation shall include:

- System platform(s) common equipment
- Local area network equipment required for VoIP
- All station equipment
- Operations/Administration consoles
- Attendant consoles
- All procured and/or required software and configuration
- Peripheral systems, including voice mail, reporting, and unified communications components
- Connection to City local area network
- Equipment racks or cabinets, including patch panels and distribution panels
- UPS or other battery backup systems
- Installation of required cross-connects or patch cords to provide complete connectivity from telephone system common equipment to station equipment
- Coordination with local exchange carrier(s) and interexchange carrier(s) for the installation of and linkages to network services.
- The Contractor shall propose the order of installation and cutover for each facility based on the Contractor design and agreement by the City.

Equipment Delivery and Storage

The Contractor is responsible for the safe transport, rigging, moving and shipping of all systems to their final installation location at all facilities. The Contractor is responsible for delivering the system to the telephone equipment rooms at each site. The City has limited space for storage, and does not wish to have the system stored in the City storage areas, awaiting relocation to the equipment rooms. The City prefers that the system be delivered directly to its final installation location.

Site Preparation

Unless otherwise specified, the Contractor will perform site preparation (space preparation, power enhancements, lighting, cooling, backboards, and any other construction). A site inspection shall be performed by the Contractor prior to delivery and installation to ensure that all required site preparation items have been completed satisfactorily. The Contractor shall provide all site requirements with its proposal. The Contractor will certify that the site is suitable for the system following this inspection.

Configuration

Contractor will work with the City to configure the system (hardware and software) to provide the specified functionality in this RFP.

Regulations

All work and materials shall comply with all federal and state laws, municipal ordinances, regulations and directions of inspectors appointed by proper authorities. The Contractor shall obtain and pay for all permits and licenses required for the performance of the work, and shall post all notices required by law.

Equipment, Material, Services

The work to be performed shall include the furnishing of all labor, materials, equipment, drawings engineering, and services necessary, or reasonably incidental to, the installation of a complete and operating telecommunications system, including all capabilities identified within this RFP.

Payment of Material and Services

Unless otherwise stipulated, the Contractor shall provide all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. The Contractor shall verify conditions at the facility, including door openings and passages. Any and all special handling requirements shall be provided and paid for by the Contractor.

Premises

The Contractor shall be responsible for any damages to the structure or property of the City caused by the Contractor, or any subcontractor or other direct or indirect employee of the Contractor throughout the course of this installation. Throughout the progress of the work, the Contractor shall keep the work area free from debris of all types, and remove from the premises all rubbish resulting from any work being performed by him on a daily basis. At the completion of the project, the Contractor shall leave the premises in a clean and finished condition.

Work Hours

The City anticipates that the vast majority of the work on this project, with the possible exception of system cutover(s), would be performed during normal business hours – Monday through Friday, 8:00 am – 5:00 pm. However, proposal submissions should include an overview of the proposed installation plan, detailing measures you plan to undertake to minimize disruption to daily operations of the City.

Itemization

The Contractor will provide the City with an itemized accounting of each item of equipment upon delivery to the City premises pursuant to the final negotiated contract. Only the City personnel who are designated and authorized by the City to receive delivery shall be the recipients of those deliveries, and only the signatures of those designated staff members shall be accepted upon the receipts. The City prefers that the Contractor use “just in time” delivery to minimize the requirement for storage of components on the City’s site.

Full Equipment Inventory

The Contractor will maintain a detailed, accurate, and complete equipment and software inventory for this project and provide periodic electronic copies of the inventory to the City. The inventory must include sufficient detail to provide accurate information regarding what has been purchased by the model/serial number, quantity, location, order number, and item status (i.e. installed, in inventory, returned for credit, shipped, etc). The Contractor will fully verify this inventory at the conclusion of the project.

Cutover Plans

The Contractor shall be required to work with the City to develop and coordinate a cutover/transition plan acceptable to the City. The cutover plan must identify, quantify and minimize any anticipated down time. The cutover plan must allow for a return to the existing system should the cutover be unsuccessful. The cutover plan must provide for backup services, such as cellular telephones, for key users.

Burn-in Testing

The Contractor shall perform factory burn-in tests of all hardware for a period of three (3) days.

Project Completion

The Contractor shall acknowledge that successful completion of this project shall include the installation, testing, training, and acceptance, following a successful Performance Period as described below.

Prior to acceptance by the City, the Contractor shall be responsible for performing testing and inspections to verify that the installation and all equipment and materials are performing in compliance with the manufacturer's specifications. The City personnel shall witness the testing.

At a minimum, pre-cutover functional tests as part of the acceptance test plan shall include:

- All required subscriber, operator and system features for each installed station
- Placement and reception of test calls under a variety of conditions: busy, no answer, call forward, etc.
- Tests to correctly place and receive calls via connected common carrier facilities
- Administrative and Maintenance subsystem capabilities
- Demonstration of acceptable performance in the presence of traffic overloads
- Demonstration of automatic fault detection and recovery following artificially-induced failures of each subsystem

Upon completion of successful testing and inspection by the Contractor, the Contractor shall provide written notification to the City. The City shall, within 24 hours of notification, exert reasonable effort to commence independent inspection and confirmation, and shall exert reasonable effort to complete said independent inspection and confirmation within 48 hours of commencement.

Upon satisfactory completion of said testing and inspection, the City shall notify the Contractor, and the Performance Period shall commence.

A Performance Period of thirty (30) consecutive calendar days of operating in accordance with the manufacturer's published specifications, subsequent to testing and inspection, shall constitute a successful Performance Period.

If a Major Failure (as defined below) occurs during the Performance Period, the Contractor shall remedy the problem in accordance with manufacturer's published specifications, and the Performance Period shall recommence.

Upon successful completion of the Performance Period, and within three (3) business days, the City and the contractor shall meet to confirm acceptance, and the Final Acceptance Form shall be executed.

If a successful Performance Period cannot be accomplished within ninety (90) calendar days after commencement of the first Performance Period, the City reserves the right to find the Contractor in default, and terminate the Contract. In that event, the Contractor shall remove the equipment, and the City shall not be responsible for any payment whatsoever to the Contractor, except for any materials (i.e., wiring) left in place and elected to be reused by the City.

Under no circumstances does use of the system constitute acceptance.

Documentation

The Contractor shall provide two (2) complete sets of technical documentation including system manuals, technical specifications, and a complete inventory of all components, including at least the purchase date, end of warranty date, serial number, model number, manufacturer, description, and location installed. The inventory database shall be provided in electronic format agreeable to the City.

Spare Parts

The Contractor shall provide a recommended spare parts list, including cost that the City should maintain on site.

Contractor Operating Procedures

Responses should include a description of the responders procedures for doing business including project management and technical support. Examples include:

- What is your proposed plan for managing the City of Goodyear account? Describe the roles and organization of a dedicated account support team, including a corporate support team. Responder must list sales and support team members.
- Describe your company's technical support system, response and problem resolution procedures.
- What characteristics set your company apart? Describe unique examples of product, service or added value.
- What new technology and additional products or services does your company plan to utilize in the near future that would be advantageous to the City of Goodyear?

Training Requirements

Offerors must include explanation of how training will be provided for key City personnel. The training should include at a minimum technical training for I.T. staff that covers topics such as installation, configuration and maintenances of the proposed system. Also at a minimum, handset usage and feature training should be provided to end users of the proposed system. List, in specific terms, the technical and end-users training elements with expected timeframes using general benchmarks, i.e. upon delivery, the next working day after installation, etc.

End User Training

The Contractor shall supply complete station user training for all station equipment types and other end user equipment and interfaces, for all station users, utilizing live equipment at the City's site, within two weeks prior to system cutover. The City will provide appropriate space and assist in scheduling of classes for station user training. Each user will be provided with written training materials for his/her telephone station equipment including voice mail menus and shortcuts. In addition, a supply of training materials/user guides shall be provided to the City for future use.

Attendant Training

The Contractor shall supply complete training to a minimum of four (4) attendants on the operation of the system attendant console, within two weeks prior to system cutover.

System Administration Training

The Contractor shall supply complete training for a minimum of four (4) persons on the operation of the system management and administration functions, within two weeks prior to the system cutover. Training will be provided on all primary and peripheral systems and services installed under this contract.

Certified System Specialist Training

The Contractor shall provide pricing for the training necessary for the City to assume responsibility for system maintenance, should the City choose to do so after the warranty period has expired, for all primary and peripheral systems and services installed under this contract. Training will be adequate for personnel to be "certified" system technicians or administrators. Provide pricing exclusive of travel and out of pocket expenses, for additional individuals. Provide the locations where training is conducted. Identify available training courses, and provide pricing for on-going training and recertification programs.

Post-Cutover Training

"Train the Trainer" or equivalent training shall be provided at no cost for up to ten (10) staff. The Contractor shall provide the materials and support necessary for the City to provide training on an ongoing basis to new employees and refresher training to existing employees. Provide descriptions of all training programs available, length of classes, and quantities of individuals per class. Provide copies of training materials. Training materials and manuals should be available for download to the City via the Internet.

Training Credits

Any and all Training Credits provided by the manufacturer as a result of the purchase or lease of components for the telephone system shall be awarded to the City for its sole use. Contractor shall insure these training credits are properly conferred to the City before they expire.

Warranty & Maintenance Requirements**Design and Operation**

Contractor Shall Warrant that the equipment, components, and services sold or provided in response to this RFP will perform in accordance with their respective design specifications, and will operate in accordance with the manufacturer's published specifications when operated and maintained in accordance with the manufacturer's recommendations for a minimum of the normal life expectancy. Provide recommended replacement cycle, on the prices sheet(s) for all equipment.

Configurations

Contractor shall warrant that the configurations of equipment and services proposed in response to this RFP represent sound design principles and are in compliance with VoIP Best Practices and are being applied to provide a total system solution to the requirements stated in the RFP, and that the equipment and services provided will operate together in a manner to perform the functions expressed in the RFP.

Equipment Models

Contractor shall warrant that the equipment offered is standard new equipment, and the latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Product Life Cycle

Contractor shall warrant that the equipment offered is not currently at the end of its product life cycle. To demonstrate this, the Contractor shall provide a list of installs in the U.S. (and the total number of lines installed), of the same system as proposed herein, in the last twelve (12) months.

Current Installations and Demonstrations

The Contractor warrants that all of the equipment proposed must be currently installed in a user environment and able to be demonstrated. Experimental or unannounced equipment will not be acceptable unless specifically stipulated by the City.

Warranty Coverage

The Contractor warrants that the system as priced, including all hardware and software, will include a complete 24x7 warranty covering all parts, labor, software, maintenance, preventive & corrective maintenance, travel and all other expenses, for a period of a minimum of two (2) years from final acceptance. The Contractor will serve as a single point of contact, and provide the name, address and telephone number of the individual to contact when both on-site & remote maintenance is required. The Contractor shall further provide escalation procedures and contact names and numbers to be used when normal maintenance procedures are not adequate to resolve problems. At a minimum, it is anticipated that warranty coverage will include:

- one contact person who will be totally responsible for the account, coordinating efforts both within his/her own company and those of other telecommunications companies involved in a move, add, change, system failure, etc.
- full on-site repair service between the hours of 8:00 am and 5:00 PM Monday thru Friday excluding holidays; provide expected response times
- full remote programming for automatic route selection, trunking, system data, exchange updates and requested station moves, adds, or changes
- a yearly programming refresher and software/release update for the System as well as regular notifications as to changes in telecommunications technology

Equipment Replacement

During the warranty period, any equipment that must be replaced as a result of conditions covered under warranty will be replaced with new equipment of the same make and model.

Maintenance During Warranty

The City envisions that the contractor will take a proactive approach to system maintenance. The City does not have the resources to assume responsibility for alarm/performance monitoring and troubleshooting system problems, and requires that the contractor provide these services during the warranty period. When the warranty period expires, the City will review the costs associated with alternative maintenance and support services. During the warranty period, and during any subsequent maintenance agreements, the Contractor shall make maintenance service available on a 24x7 basis. The Contractor will respond to Major Failures within two (2) hours. Response time is defined as the amount of time for a qualified technician to arrive on the City's site. For the purposes of warranty and maintenance, a Major Failure is defined as any failure that affects the following:

- 10% of station equipment out of service
- 10% of network services out of service
- Any attendant console out of service
- Failure of any integration functionality between systems installed under this contract, or between systems installed under this contract and other existing systems

- Any failure whatsoever which reasonably affects the ability of the City to respond to any emergency situation, or which substantially impedes the City's ability to operate, as determined by the City.

Routine Repairs

During the warranty period, and during any subsequent maintenance agreements, other routine repairs will be completed within 24 hours of report.

End of Warranty Period

The Offeror will submit with its proposal alternative maintenance options including full parts and labor maintenance agreements, 24x7 with 4 hour response and 8x5 next-business-day maintenance options, time and materials pricing, depot service, factory support and other appropriate alternatives for years 3–8 beyond the warranty period expiration.

System Failure

In the event of a major system failure, whether due to circumstances covered under warranty or maintenance agreement, or due to Acts of God or nature, or any other cause, the Contractor will have a replacement system readily available, which can be installed and operational within 48 hours to provide rudimentary telephone service to the City.

Preventative Maintenance

The Contractor shall perform routine, preventive maintenance on the system on a quarterly basis, at a minimum. Contractor will describe in detail its preventive maintenance program, and provide written documentation of the results of the preventive maintenance to the City.

Remote Diagnostics

The Contractor shall have a remote diagnostics and maintenance capability that permits the Contractor to perform routine diagnostics and maintenance from a remote maintenance facility, and will identify the location and capabilities of this facility.

The implementation of system diagnostics will not preclude the requirement for the contractor to provide proactive system and performance monitoring from the contractor's site, as part of initial warranty and future maintenance agreements.

Response, Format, & Content**Response Submission**

In order to facilitate the analysis of responses to the RFP, Offerors are required to prepare their proposals in accordance with the instructions outlined in this section. Offerors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Goodyear. Proposals should be prepared in a concise manner and provide sufficient detail and description of the Contractor's capabilities to satisfy the requirements of this RFP. When discussing items outside of the table, anywhere in the response, each item must be referenced by the corresponding Item number.

Proposal Format

Responses to this RFP should include a cover page and a signed letter of transmittal followed by a table of contents. Proposals should be organized into the following major sections and provide sufficient detail for the City of Goodyear to make an informed decision and comparison of proposals. Emphasis should be given on accuracy, completeness, and clarity of content. Additional information such as marketing brochures and promotional materials may be included but should be at the end of the proposal in an appendix.

I. Executive Summary

A brief narrative, describing the proposed solution.

II. Company Background

Provide company background information including description of products and services and company history. Responses should address the following items as well as other information that may be relevant to the decision process.

- Company History
- Product Focus
- Ownership Structure
- Number of Employees
- Years in Business
- Key Partnerships and Alliances
- Government Contracts (e.g. WSCA, GSA)
- Contractor Offices/Locations
- Number of Customers utilizing systems like the one proposed
- List of customers representative of the company's market share in the industry
- Audited financial statements and interim financial statements for the current calendar year
- Litigation – past and present

III. Proposed Solution

Provide a narrative of the proposed solution including listing of all hardware and software components. Responses should address **all items identified throughout this document** as well as other optional features recommended by the Offeror. The Offeror should highlight features and capabilities that the Offeror feels are the strength of the proposed solution.

Offerors should discuss any potential upgrades that are required or recommended as part of the solution that is deemed outside the scope of work such as router and switch upgrades, cabling, and City of Goodyear upgrades to support unified messaging. Offerors should discuss technology/platform strategy and future upgrade plans that will assist in the decision process.

Proposed System Location

The location in City Hall for the new system is the Data Center on the 1st floor.

- Offeror shall provide scope and pricing to provide cabling to extend the existing DMARC from the current City Hall location to the Data Center, approximately 300 feet.
- Offerors shall provide a proposed equipment room layout for all required equipment spaces and wiring closets.
- Offerors shall provide the physical and environmental parameters for all switching equipment and ancillary systems.
- Offerors shall state the precise preparation requirements needed to accommodate the equipment, including:
 - Space requirements
 - Thermal dissipation (BTU/hour) per cabinet and aggregate at each facility
 - Power requirements: voltage/current rating and receptacle type per cabinet and aggregate, single or three phase
 - Temperature/humidity operating range
 - Wall/floor/ceiling surface requirements
 - Lighting requirements

System Traffic Handling Capacity

Offerors must describe in detail the traffic handling capacity of their proposed systems.

Implementation Plan

Provide a detailed work plan including Contractor's methodology for implementing the proposed solution preferably using MS Project 2007 format. This section should address all key phases including project planning, configuration, testing, rollout and support. A project plan listing tasks, dependencies, owner (Offeror or customer) and associated labor hours is required. Responses should include implementation plan considerations including estimated time frame and deliverables for various stages of the project. Responses should include a discussion of resources required by the City of Goodyear staff including IT personnel and end user training for the implementation as well as skills required to support the new system. Key areas of interest include testing procedures and project risk mitigation to help avoid system downtime.

Offerors must include a discussion of their project management approach including project staffing. A description of the project team and resumes of key project members is also required.

Client References

Proposal must include a minimum of three (3) references for directly applicable projects preferably with a government agency. References should include:

- An overview of the solution provided including hardware and software components.
- The contact person who was directly responsible for overseeing the implementation/completion for each of the referenced projects and their contact information (name, phone number and email address)
- The dates the services were provided.

Additional references are allowable if the Offeror chooses.

Trade-In Allowance

Offeror proposals shall provide trade-in or buy back incentives pertinent to any existing City systems.

Cost Proposal

Proposal must include the proposed cost, including any and all out-of pocket costs, broken down by major activity. Include hourly rates and number of hours for each individual that will work on the project.

Offeror should clearly indicate the level and type of support to be provided in detail that relates to their proposed ongoing "maintenance and support costs." This should include hours of operation for support or available support plans with associated costs.

Cost proposal should identify any hardware and software required to implement the system. Cost proposals should include the following cost components.

- Equipment (Hardware and Software)
- Implementation Services
- Training
- Support
- Cost for anticipated LAN upgrades
- Optional Items
- Other

Pricing Format

Pricing for the proposed system must be provided in detail on the Price Sheets in this document. Each chargeable item of equipment, hardware and software must be listed. The unit purchase and installation prices must apply from the date of contract until cutover. Add-on unit prices must apply for one full year after final acceptance.

Payment Schedule

Provide a payment schedule under which payments are tied to completion of specific deliverables and project milestones.

Approximation of Quantities

The quantities given in the proposal are approximate only, being given as a basis for the uniform comparison of proposals, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith. An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work.

Evaluation Criteria

Proposals shall be evaluated using the following evaluation criteria indicated in descending order of importance:

System Features & Functionality

Contractor Experience/Expertise/Financial Stability

Cost

Overall Quality of the Offer

The most qualified firms may be asked to interview and present their proposal to a selection panel after which time the panel may choose to negotiate project scope of work and cost with the highest scored firm.

END OF SCOPE OF WORK

FEE SCHEDULE

OP 11-1715

Offeror shall provide pricing for the following:

Required Equipment (hardware and software)

[illegible]

Optional Equipment (hardware and software)

[illegible]

Services

[illegible]

Annual Maintenance & Support Options

[illegible]

Services Milestone Payment Schedule

25% upon completion of system planning and design

25% upon completion of system installation

15% upon completion of system configuration

25% upon completion of system testing and training

10% upon final completion

END OF FEE SCHEDULE

	CITY OF GOODYEAR	OFFICE OF PROCUREMENT
	GOODS/SERVICES CONTRACT (Not Title 34) CONTRACT NO. CON-11-1715	190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7893 Fax: 623-925-0829

DESCRIPTION OF SERVICES: Voice Over IP Telephone System

OFFER

To the City of Goodyear: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers to the City an Agreement that contains all terms, conditions, specifications, amendments, and addenda in this Agreement. The term Contract shall mean, and consists of, the following documents: 1) This Contract for Goods/Services, version 1182010; 2) Standard Terms and Conditions; 3) Scope of Work and Fee Schedule; 4) Specifications, Attachments, Exhibits; and 5) Solicitation, Instructions to Offerors (including documents referenced and included therein).

Arizona Transaction (Sales):

Arizona Contractor License Number:

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:

E-Mail Address:

Sign:

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Your offer is accepted by the City. The term Agreement shall have the same meaning as above. As the Contractor, upon execution of this portion, you are now legally bound to provide the goods and/or services under this Contract in compliance with all terms conditions, specifications, amendments, etc. The Contractor is hereby cautioned not to start any billable work or provide any goods, material, or services for this contract until Contractor receives an executed **Purchase Order**

City Manager, City of Goodyear (if applicable)

Attested by:

Lynn Mulhall, City Clerk

City Seal

Official File

City of Goodyear, Arizona. Eff. Date: _____

Awarded on _____

Approved as to form:

Roric Massey, City Attorney

Bob Carrier, CPPB, CPPO Procurement Manager

STANDARD TERMS AND CONDITIONS
CONTRACT FOR PROFESSIONAL SERVICES

CON-11-1715

This Contract, entered into on _____, _____, by and between the City of Goodyear, a municipal corporation of the State of Arizona, ("City"), and _____, ("Contractor"). The City and Contractor may be referred to individually as a Party or collectively as the Parties. The City engages the Contractor to perform professional services for the project known as: Voice Over IP Telephone System, ("Project").

RECITALS

WHEREAS, the City is in need of the services that Contractor is able and willing to provide;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

SECTION 1. SERVICES

- 1.1 The Contractor shall provide the following goods and services called for in this Contract to City standards and in accordance with the degree of care and skill other professionals providing such services in Arizona would exercise under similar conditions:
- 1.2 Contractor shall provide the goods and services described in the attached Scope of Work.
- 1.3 The Contractor shall comply with all guidelines provided by the City which relate to the goods and services to be provided.

SECTION 2. DEFINITIONS

- 2.1 "City" means the City of Goodyear.
- 2.2 "City Manager" means the manager of the City of Goodyear or designee.
- 2.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 2.4 "Contractor" means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 2.5 "Days" means calendar days unless otherwise specified herein.
- 2.6 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 2.7 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 2.8 "Project" "Services" or "Work" means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.

- 2.9 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 3. TERM OF CONTRACT

- 3.1 Unless terminated, cancelled or extended as provided herein, the term of this Contract shall be one year. This contract may be extended or renewed up to five (5) years or sixty (60) months, subject to appropriations. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.
- 3.2 The term of the contract may be automatically extended to include the warranty period.
- 3.3 Contractor shall not commence work until Contractor receives a Purchase Order signed by the City of Goodyear Procurement Manager or designee.

SECTION 4. COMPENSATION AND PAYMENTS

- 4.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed .
- 4.2 Contractor shall invoice City on or before the 10th day of each month for goods provided under this contract during the prior month. Contractor shall invoice for services per the milestone payment schedule located in the Fee Schedule within this contract. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.
- 4.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 4.4 PRICE ADJUSTMENT/CONTRACT EXTENSION: The City’s Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or and alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 4.5 PRICE REDUCTION: A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 4.6 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.7 ESTIMATED QUANTITIES: Quantities identified in the Solicitation are the City’s best estimate and do not obligate the City to order or accept more than the City’s actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 4.8 PRODUCT DISCONTINUANCE: In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the

Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued;
2. Documentation from the manufacturer that names the replacement product or model;
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

- 4.9 USAGE REPORT: The Contractor may be required to provide a usage report to the Procurement Manager.
- 4.10 DISCOUNTS: Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.11 NO ADVANCE PAYMENT: Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.
- 4.12 FUND APPROPRIATION CONTINGENCY: The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 4.13 F.O.B. POINT: All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 4.14 TAXES: Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 5. TERMINATION

- 5.1 TERMINATION FOR CONVENIENCE: City at any time and for any reason and without cause may terminate this Contract or abandon any Services provided herein at Owner's convenience. In the event that the City shall terminate this Contract, or abandon any part of the Services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further Services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, Contractor shall be paid for services satisfactorily performed prior to receipt of notice of termination including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 5.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 6. RISK OF LOSS AND LIABILITY

- 6.1 INDEMNIFICATION: Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnatee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnatee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 6.2 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK: The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in

such suite or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

- 6.3 TITLE AND RISK OF LOSS: The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 6.4 ACCEPTANCE: All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.
- 6.5 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 6.6 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 6.7 SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 6.8 WORK PERFORMED AT CONTRACTOR'S RISK: Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 6.9 SAFETY STANDARDS: All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 6.10 PROJECT STAFFING: Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

- 6.11 SUBCONTRACTORS: Prior to beginning the work, the Contractor shall furnish the City for

approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.

- 6.12 DAMAGE TO CITY PROPERTY: Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.
- 6.13 FORCE MAJEURE: Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision.. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 7. INSURANCE TERMS AND CONDITIONS - GENERAL

- 7.1 Contractor and any Subcontractor shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of alternative insurers requires prior approval from City. Insurance provided by Contractor shall be primary.
- 7.2 The insurance requirements herein are minimum requirements for this Contract and the City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor and Subcontractor, his agents, representatives, employees or subcontractors. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor.
- Insurance coverage, other than Workers' Compensation and Professional Liability, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Prior to commencing services under this Contract, Contractor shall furnish City with Certificates of Insurance or formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation or Termination. Such certificates shall be sent directly to Office of Procurement, City of Goodyear, 190 N. Litchfield Road, Goodyear, Arizona 85338.
- 7.3 All insurance required herein shall be maintained in full force and effect until Services required to be performed and goods provided under the terms of the Contract are satisfactorily completed and formally accepted. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

- 7.4 WORKERS' COMPENSATION: Contractor and Subcontractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees engaged in the performance of the Services.
- 7.5 AUTOMOBILE LIABILITY: Contractor and Subcontractor shall maintain Commercial and Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 7.6 COMMERCIAL GENERAL LIABILITY: Contractor and Subcontractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a "claims made" basis.
- 7.7 PROFESSIONAL LIABILITY: NOT APPLICABLE Contractor and Subcontractor will maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Contractor or any person employed by him, with a limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. All Professional Liability Insurance shall be maintained for a period of three years after completion of this Contract.
- 7.8 UMBRELLA/EXCESS LIABILITY: Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 7.9 CLAIM REPORTING: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 7.10 VALUABLE PAPERS: Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this contract.
- 7.11 NOTICE OF CANCELLATION: Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City. Such notice shall be sent as provided in Section 7.3.

SECTION 8. CONTRACT INTERPRETATION

- 8.1 DISPUTES, GOVERNING LAW, ATTORNEY FEES: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be

reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 8.2 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 8.3 PAROLE EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 8.4 SEVERABILITY: If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 8.5 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
 2. Standard Terms and Conditions
 3. Statement or Scope of Work and Fee Schedule
 4. Specifications
 5. Attachments
 6. Exhibits
 7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 8.6 INTEGRATION: This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 8.7 INDEPENDENT CONTRACTOR: Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 8.8 NON-WAIVER MONIES DUE: The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 8.9 AMBIGUITIES NOT HELD AGAINST DRAFTER: This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.

- 8.10 NON-WAIVER CONTRACT PROVISION: The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 8.11 COOPERATION AND FURTHER DOCUMENTATION: The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 9. CONTRACT ADMINISTRATION AND OPERATION

- 9.1 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.
- 9.2 CONFIDENTIALITY AND ENCRYPTION: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 9.3 CONFLICT OF INTEREST/THIRD PARTIES: Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 9.4 CONFLICT AUDIT: Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 9.5 AUDIT OF RECORDS: Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 9.6 AUDIT/BILLING AND EXPENSES: The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

- 9.7 ADVERTISING: Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 9.8 CITY MARKS: The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 9.9 LICENSES AND PERMITS: Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 9.10 E-VERIFY. Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 9.11 NON-DISCRIMINATION: Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 9.12 COMPLIANCE WITH FEDERAL LAWS: The Contractor and all subcontractors understand and acknowledge the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify such compliance.
- 9.13 SUDAN/IRAN: Contractor, on behalf of itself and any subcontractor retained to perform work under this Contract certifies, to the extent applicable under A.R.S. §§ 35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.
- 9.14 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 9.15 COOPERATIVE STATEMENT: This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.

- 9.16 CAPTIONS: The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 9.17 BANKRUPTCY: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

SECTION 10. CONTRACT CHANGES

- 10.1 MODIFICATION: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 10.2 SUCCESSORS AND ASSIGNS: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 10.3 THIRD PARTY BENEFICIARY: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 10.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 10.5 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 10.6 CONTINGENT FEES: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10.7 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract. Contractor shall provide written

SECTION 11. WARRANTY

- 11.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.

- 11.2 QUALITY: Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 11.3 RESPONSIBILITY FOR CORRECTION: Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 11.4 INVESTIGATION OF CONDITIONS: The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 11.5 WORKMANSHIP: Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 11.6 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 11.7 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 11.8 SURVIVAL: Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 11.9 COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 12. CITY CONTRACTUAL RIGHTS

- 12.1 RIGHT OF ASSURANCE. Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 12.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
- 12.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 12.4 TIME IS OF THE ESSENCE: Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.5 NON-EXCLUSIVE CONTRACT: The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 12.6 STRICT PERFORMANCE: Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 12.7 CONFLICT OF INTEREST: This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.
- 12.8 DEFAULT: In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.
- 12.9 NOTICES: Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:

190 N. Litchfield Road
Goodyear, AZ 85338

To Contractor:

Copy to:
Roric Massey
City of Goodyear, City Attorney

190 N. Litchfield Road
Goodyear, AZ 85338

- 12.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

SECTION 13. CERTIFICATION:

- 13.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

END OF STANDARD TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

CON-11-1715

NOT APPLICABLE