



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___days/net ___ days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from offerors capable of satisfying the City of Harrisonburg's (City) needs for an enterprise telephone system. Offerors shall provide a response outlining the roll-out of a Hosted Voice over IP (VoIP) telephone system. Offerors' responses will be evaluated and ranked based on the criteria described in this RFP. In addition to soliciting written responses, this document provides information to assist offerors in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the offerors;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected offeror.

This RFP, and the selected proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," and "offeror" are considered to have the same meaning.

1.2 About Harrisonburg

The City of Harrisonburg was established in 1780 and became the permanent county seat of Rockingham County in 1781. The City was incorporated in 1849, and now encompasses 17.3 square miles and serves a population of approximately 51,200.

The City is operated under the Council-Manager form of government. The City Council is the governing body, which formulates policies for the administration of the City. It is comprised of five members elected on an at-large basis to serve four-year terms. The City Council appoints a City Manager to serve as the City's chief administrative officer. The City Manager is responsible for implementing the policies of the City Council, directing business and administrative procedures and appointing departmental officials and certain other City employees.

The City prepares a budget in accordance with Section 60 of the *City Charter* and Section 15.2-2503 of the *Code of Virginia*, 1950, as amended. City Council appropriates funds for expenditures and establishes tax rates sufficient to produce the revenues needed to pay such expenditures. Budgetary control is maintained at the department level as delineated in the appropriation ordinance.

1.3 Project Objectives

The City of Harrisonburg is planning to replace the disparate phone systems servicing its multiple buildings and locations with a modern and unified system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:



- Limited or inadequate functionality in current systems;
- Limited or inadequate support from vendors (including technical, hardware & software support);
- Difficulties in servicing old equipment (obtaining replacement parts, lack of expertise, etc...)

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an enterprise-wide hosted VoIP telephone system. Section 2.0, Project Scope, outlines the features and functionality desired in a future telephone system as well as the professional services activities to be a part of roll-out.

1.4 No Obligation

The inquiry made through this RFP implies no obligation on the part of the City of Harrisonburg. The City reserves the right to reject any and all proposals.

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum as specified in Section 1.11.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	October 4, 2013
Deadline for Questions From Vendors	October 18, 2013 at 12:00 PM (noon) local time
Deadline for Proposal Submissions	October 25, 2013 at 3:00 PM local time
Vendor Short List Published	November 8, 2013
Vendor Demonstrations	Week of November 18, 2013
Begin Contract Negotiations	December, 2013

1.6 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP unless currently listed by the Commonwealth of Virginia or United States Federal Government on the debarment list.

1.7 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, offerors shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.



1.8 Incurred Expenses

The City of Harrisonburg shall not be responsible for any cost incurred by an offeror in preparing and/or submitting a proposal or participating in presentations as part of the evaluation procedure.

1.9 Questions and Inquiries

Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Ms. Pat Hilliard
Purchasing@harrisonburgva.gov

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to Ms. Pat Hilliard using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.5, all questions must be received in writing no later than time and date specified in Table 01. Questions and answers will be published on the City’s website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. Only questions and answers published through addendum shall be binding.

Offerors shall not contact any unauthorized City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the offeror’s proposal.

1.10 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any offeror who submits a proposal. Offerors must be available for a presentation to the City if a demonstration is deemed necessary.

1.11 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and published on the City’s website at www.HarrisonburgVA.gov/bids-proposals and also on eVA at www.eva.virginia.gov. The City will publish addenda in a timely manner. All questions must be received no later than the time and date specified in Table 01.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued shall be signed and returned with offeror’s proposal.



2.0 Project Scope

2.1 Project Overview

The City is seeking proposals for a Hosted VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment (if specifically required by vendor), IP Phone services, software (if any), and training. **The system will be implemented in a scheduled rollout by building not to exceed two (2) years from the signing of a contract.**

2.2 City and Project Staffing

The City intends to have a part-time Project Manager through roll-out. Additional City resource planning has not been completed and will be based on the resource estimates and/or any staffing plan provided by the vendor.

2.3 Current Environment

Network Infrastructure - The City's network consists of 20 buildings inter-connected (currently or near future) to the main municipal network via 100/1000MB fiber, 2MB symmetrical DSL, or a SonicWALL VPN device based on size of the department and data needs. Each building has a 1GB internal network connectivity between end-points. The City maintains a standard HP ProCurve network of routers and equipment to support and manage the environment.

Additionally, six (6) auxiliary locations are not directly connected to the municipal network but have or may potentially have current high-speed internet access.

Existing Systems - The City of Harrisonburg currently utilizes multiple phone vendors and systems, varying in age. Some of these systems interact among each other and allow for 3 and 4 digit dialing within the campus and some do not. None of the systems interact entirely with all other systems. Additionally the functionality provided by each system varies greatly and is generally inadequate to the business needs of the City.

2.4 Gap-Fit Analysis

As part of the pre-roll-out tasks, the vendor will analyze the Functional and Technical Requirements set forth in Section 2.6 and provide a detailed explanation, demonstrating how it intends to address each requirement. This gap-fit analysis will identify areas where the City may be required to change existing business processes to accommodate system functionality.

To conduct the gap-fit analysis, the City expects that the vendor will review all business and technical requirements with City staff in a series of onsite meetings. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and the City have a common understanding of all business and technical requirements. The gap-fit analysis will be a critical point in the City-vendor relationship, as the City intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system roll-out. The City should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

2.5 Definitions



Term	Definition
9-1-1 Notification	A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed.
Announcement Line	A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line).
Auto-Attendant	A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller
Auto-Dial	A process where an extension automatically calls another extension or phone number when the handset is picked up.
Busy Redial	A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal.
Call Flow	A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant)
Call Forwarding	The ability to present forward a call to another extension or phone number.
Call Queue	A process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension.
Call Waiting	The ability to place a call on hold and take an incoming call.
Digital to Analog (D2A) device	A device that allows an analog device to use a digital phone line.
Day/Night Mode	A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.
Dial in Direct (DID)	A single phone number that rings on a single extension.
Do Not Disturb(DND)	A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension.
Extension monitoring	The ability for one extension to see whether another extension is currently on the line.
Failover	A process which calls a backup number when an extension is not available, either through phone or network failure.
Follow me	A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g. An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail.
Hunt Group	A single phone number that has the ability to ring multiple extensions. Each department may have multiple Hunt Groups depending on their configuration.
Integrated Voice Response (IVR)	A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system.
On demand Call recording	The ability to press a button or sequence of buttons to allow the recording of certain phone calls.
Outlook integration	The ability to start a call from a phone number in an e-mail or address book in Microsoft Outlook.
Overhead paging	The ability to page through a public address system.
Soft phone	A program that runs on a computer or mobile device that simulates a phone extension.
Speed Dial	A process that allows a sequence of buttons to call another



phone number.

2.6 Functional and Technical Requirements

Proposals shall address the following functional and technical requirements in all four categories-General, Voicemail, Per Extension and Specific Departmental. The proposed system must meet or exceed each criteria. It should be stated in the proposal submission how the vendor will address each criteria, including specific descriptions or explanations of the process where noted below.

General

The City is requesting that the overall phone system have the following features.

Table with 2 columns: ID#, Feature. Rows include: G1 Integrated Corporate Directory, G2 End-user interface, G3 Programmable auto-attendants, G4 IVR capabilities, G5 Programmable Call Queue, G6 Conforms to FCC requirements, G7 Four digit extension dialing, G8 Hunt Groups, G9 Ability to tag an extension, G10 Failover for extensions, G11 Announcement line, G12 9-1-1 notification, G13 Reporting by tag, extension, hunt group including: tag/department/extension, number of calls incoming, number of calls outgoing, billable numbers dialed, G14 Reporting for call queues including: number of calls incoming/outgoing, time to answer, time on hold, disposition of call, extension handling call, lost/abandoned calls, G15 Configurable day/night mode for Hunt Groups, G16 Programmable call flow, G17 Always on and On-demand call recording, G18 Ability to have electronic bill presentment broken down by department and/or extension, billable charges by extension, hunt group, or DID, G19 Redundant phone servers in separate geographic areas (more than 50 miles apart), G20 Capability to replace an extension with a spare phone (explain process), G21 Provide a wide range of phone types including: Basic phone, Soft phones, Multiline phones, Expansion ports for secretaries, Wireless phones, Blue-tooth capable phones, Conference phones.



G22	Programmable hold music/message by department, Hunt Group, or extension
G23	Ability to block certain toll calls
G24	Ability to block nuisance callers
G25	Ability to route specific incoming calls to an extension
G26	Ability to page a hunt group or all extensions
G27	Overhead paging interface
G28	Incoming Fax to e-mail
G29	D2A device for modems and/or faxes

Voicemail

The City is requesting that the voicemail system have the following features.

ID#	Feature
V1	Time and Date of call
V2	Extension or number of caller
V3	Message
V4	Save message
V5	Delete message
V6	Forward/copy message to extension
V7	Forward/copy message with annotation to extension
V8	Forward/copy message to multiple extensions
V9	Text notification to recipient
V10	Voicemail forward/copy to e-mail
V11	Remote voicemail retrieval (explain process)

Per Extension

The City is requesting that every extension have the following features.

ID#	Feature
E1	Call Hold
E2	Do not Disturb
E3	Call Pickup from extension
E4	Call Pickup from Hunt Group
E5	Call Waiting
E6	Call transfer
E7	Call Forward All
E8	Call Forward Busy
E9	Call Forward No answer
E10	Voicemail
E11	Distinctive Ring
E12	Unique four digit extension
E13	Enhanced 911 address
E14	DID number and/or Hunt Group number
E15	Extension monitoring by light/display
E16	Incoming message/voicemail light/display
E17	AutoDial
E18	Caller ID
E19	Three way calling
E20	Follow me
E21	Speed Dial



E22	Memory Buttons
E23	Redial
E24	Busy Redial
E25	Outlook integration
E26	Password or other restriction for billable long distance
E27	Ability to reassign E911 address for mobile/travelling workers
E28	Conference Calling (include maximum number of participants)
E29	Forward call to extension voicemail
E30	Difference messages for no answer or busy/DND

Specific Departmental

The City will implement the system by building. Specific requirements for each department within each building will be listed as a separate line item.

ID#	DEPARMTENT/BUILDING	PHYSICAL LOCATION	NETWORK DETAILS
	Parks and Recreation	305 S. Dogwood Dr.	100MB fiber > municipal network
PR1	22 extensions		
PR2	1 D2A device for Fax		
PR3	4 DID (admin office, activity center, pool, fax)		
PR4	1 Auto-attendant for Pool DID		
PR5	2 Day/Night mode (admin, activity center)		
	Public Transportation	475 E. Washington St.	100MB fiber > municipal network
PT1	21 Extensions		
PT2	2 D2A devices (fax and modem)		
PT3	2 DID (Main Office, Fax)		
PT4	2 lines on demand Recording		
PT5	1 Day/Night Mode		
PT6	Overhead Paging		
	Resource Recovery Plant	1630 Driver Dr.	100MB fiber > municipal network
RR1	22 extensions		
RR2	2 D2A device for Fax and modem		
RR3	2 DID (Main Number, Fax)		
RR4	24/7 operation		
	Public Works	320 E. Mosby Rd.	1GB fiber > municipal network
PW1	31 extensions		
PW2	1 D2A device for fax		
PW3	2 DID (Main Office, fax)		
PW4	1 Day/Night mode		
	Central Stores	2111 Beery Rd.	1GB fiber > public works network
CS1	3 extensions		
CS2	1 D2A device for fax		
CS3	2 DID (office, fax)		
CS4	1 Day/Night mode		
	Public Utilities	2155 Beery Rd.	1GB fiber > public works network
PU1	35 extensions		
PU2	1 D2A device for fax		
PU3	21 DID		
PU4	1 queue with 4 extensions		
PU5	6 extensions always on recording		
PU6	1 auto-attendant, 4 day/night modes (c/s, field util., eng., health, admin) - 4:30pm – 7:00am auto-attendant night mode (all)		



	<ul style="list-style-type: none"> - 7:00am – 8:30am auto-attendant ,day mode (field util., eng., health) night mode(c/s. admin) - 8:30am – 3:00pm auto-attendant, day mode (all) - 3:00pm – 4:30pm auto-attendant, day mode (c/s, admin), night mode (field util., eng, health) 		
	Hardesty Higgins House	212 S. Main St.	100MB fiber > municipal network
HH1	13 extensions		
HH2	3 DID		
HH3	3 Day/Night modes (HDR/Tourism/New Leaf)		
	Simms School	620 Simms Av.	100MB fiber > municipal network
SS1	6 extensions		
SS2	1 D2A device for fax		
SS3	7 DID		
SS4	1 Day/Night mode		
	Public Safety Building	101 N. Main St.	1GB fiber > municipal network
PS1	89 extensions		
PS2	8 D2A devices for fax (Fire, Crime Prev., 4 th , prop. Patrol, CID, Records, PD Admin)		
PS3	97 DID		
PS4	1 Day/Night mode (police)		
	Municipal Building	345 S. Main St.	50 MB Internet Connection
MB1	66 extensions		
MB2	8 D2A for fax (IT, H/R, CM, Comm. Rev., R/E, Treas., Fin., Reg)		
MB3	3 D2A for analog phone for Press in Council Chambers		
MB4	76 DID		
MB5	1 queue including 6 extension (Commissioner of Revenue)		
MB6	2 Day/Night for all departments (Registrar, everyone else)		
	Municipal Annex	409 S. Main St.	1GB fiber > municipal network
MA1	30 extensions		
MA2	1 D2A device for fax		
MA3	31 DID		
MA4	1 Day/Night mode		
	Fire Station #1	80 Maryland Av.	2MB S-DSL to municipal network
FS1	9 extensions		
FS2	2 DID		
FS3	24/7 operations		
	Fire Station #2	380 Pleasant Valley Rd.	10 MB Cable Internet
FS4	5 extensions		
FS5	1 DID		
FS6	24/7 operations		
	Fire Station #3	299 Lucy Dr.	2 MB S-DSL to Steam Plant
FS7	5 extensions		
FS8	1 DID		
FS9	24/7 operations		
	Fire Station #4	210 E Rock St.	2MB S-DSL to municipal network
FS10	6 extensions		
FS11	2 DID		
FS12	24/7 operations		
	Parks Maintenance	901 Chicago Av.	100MB Fiber to Stream Health Coord.
PM1	2 extensions		
PM2	1 DID		
PM3	1 Day/Night mode		
	Stream Health Coordinator	909 Chicago Av.	2 MB S-DSL to municipal network
SC1	1 extension		
SC2	1 DID		
SC3	1 Day/night mode		



	Golf Maintenance Shop	1381 W. Market St.	2 MB S-DSL to municipal network
GM1	2 extensions		
GM2	1 DID		
GM3	1 Day/Night mode		
	Heritage Oaks Golf Course	680 Garbers Church Rd.	10 MB Cable Internet
GC1	3 extensions		
GC2	1 D2A for fax		
GC3	3 DID		
GC4	1 Day/Night mode		
	Water Treatment Plant	308 Grandview Dr	1.5 MB T-1 to municipal network
WT1	2 extensions		
WT2	1 D2A for fax		
WT3	2 DID		
WT4	24/7 operation		
	Recycling Center	2045 Beery Rd.	No connection
RC1	2 extensions		
RC2	2 DID		
RC3	Day/night mode		
	Police Substation (Mosby)		No connection (possibly 10 MB Cableinternet)
MO1	1 Extension		
MO2	1 DID		
	Police Substation(Mall)		No connection (possibly 10MB CableInternet)
MA1	1 Extension		
MA2	1 DID		
	Ramblewood Field (concession stand)	2129 Ramblewood Dr.	No connection (Possibly utilize wi-fi hotspot or 10 MB Cable internet)
RF1	1 Extension		
RF2	1 DID		
	Purcell Park	41 Monument Ave.	No connection (Possibly utilize wi-fi hotspot or 10 MB Cable internet)
PP1	2 Extension		
PP2	2 DID		
	Hillandale Park	801 Hillandale Ave.	No connection (Possibly utilize wi-fi hotspot or 10 MB Cable internet)
HP1	1 Extension		
HP2	1 DID		

2.7 Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the system and/or roll-out vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end-users).
2. The role and responsibility of the City staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for City personnel of various user and interaction levels.



- 5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
- 6. The knowledge transfer strategy proposed by the software and/or roll-out vendor to prepare City staff to maintain the system after it is placed into production.
- 7. Detailed description of system documentation and resources that will be included as part of the roll-out by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the City's intention that the selected vendor will coordinate the training of City personnel in the use of its system/s and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the offeror before each training session with City staff.

2.8 System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Offerors shall provide sample System Documentation as part of proposal submission, in accordance with the Submittal Response Format described in Section 5.0. In addition, offerors shall provide an overview of the system documentation that will be provided as part of system roll-out.

3.0 General Terms & Conditions for the City of Harrisonburg

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

- 1. During the performance of this contract, the contractor agrees as follows:



- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.



REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg’s web site and/or authorized by the City of Harrisonburg’s Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractor:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the City and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions



apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide



sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the



provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency’s guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

4.0 Proposal Evaluation and Award

4.1 Evaluation Process

The City’s Evaluation Committee will initially review and evaluate each proposal received to determine the offeror’s ability to meet the RFP requirements. The evaluation criteria described in Section 4.2 will be the basis for evaluation.

The Evaluation Committee will select a minimum of two (2) vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List. Upon



selection, the Vendor Short List will be posted on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov.

The City, at its sole discretion, reserves the right to have system demonstrations with those offerors on the Vendor Short List. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

4.2 Evaluation Criteria

Selection shall be made of two (2) or more offerors, deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Table 03: Evaluation Criteria

Criteria	Description	Maximum Score
Functional & Technical	A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the requested services	30 points
Experience	This criterion considers (1) the offeror's past performance on any City contracts, (2) the results of reference checks, and (3) the offeror's experience in providing the services solicited by this RFP as set forth in the offeror's response	30 points
Initial Cost	Phone types presented as well as the reasonableness of initial equipment pricing	20 points
Ongoing Costs	The cost of on-going maintenance and service	20 points
	TOTAL POSSIBLE POINTS	100 POINTS



As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City reserves the right cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City.

4.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List, ongoing contract negotiations or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of this evaluation process.

4.4 Notice of Award

After the completion of contract negotiations, the Purchasing Agent will issue a written Notice of Award. The Notice of Award will be posted on the City's website at www.harrisonburgva.gov/bids-proposal-award-notifications and also on eVA at www.eva.virginia.gov. The scores and placement of other offerors will not be part of the Notice of Award.

The successful offerors named in the Notice of Award shall not begin work or enter into subcontracts relating to the project until both the successful offeror and the City have signed a contract.

5.0 Submittal Response Format

5.1 General Instructions

The following instructions must be followed by offerors submitting proposals:

1. All proposals must be in an opaque, sealed envelope or box and clearly marked: **"Phone System Replacement 2014011-IT-P."** Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the City shall be borne by the offeror.
2. The deadline for proposal submissions is **October 25, 2013 at 3:00 PM local time**. Any proposal received after this time and date will not be considered. No faxed or emailed proposals will be accepted. It is the sole responsibility of the Offeror to see that the proposal is received on time. Late or incomplete proposals will not be accepted. The City will reserve the right to reject any and/or all proposals and will further reserve the right to waive or not waive any informality in any proposal. Clearly identified proprietary information will not be disclosed during the selection process. Attachment C provides a place to identify any proprietary information
3. Offerors shall submit eight (8) hardcopies of the Proposal to the City at the address contained in Table 04 below. One (1) hardcopy of the Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy."
4. Proposals should be provided in three-ring binders with tab separators. The organizational guidelines for proposal responses are listed in Table 05 below.



- 5. Offerors shall submit one (1) electronic versions of the Proposal on separate CDs or thumb drives to the City in addition to the hardcopy proposals. Documentation that is provided in Adobe PDF shall be in a searchable format. Any attachments provided in the RFP package in MS Excel format shall be completed and returned by vendors in the same format.
- 6. Proposals should be mailed or hand delivered to the mailing address contained in the following table.

Table 04: Proposal Mailing Addresses

City Mailing Address
City of Harrisonburg Purchasing Office Attn: Ms. Pat Hilliard 345 South Main Street, Room 201 Harrisonburg, VA 22801

- 7. RFP documents are available for viewing on the City’s website at www.harrisonburgva.gov/bids-proposals and also on the eVA website at www.eva.virginia.gov

The following table contains the organization guidelines for proposal responses.

Table 05: Technical Proposal Organization Guidelines

Proposal Tab No.	Proposal Section	RFP Sec. No.
Tab 1	Cover Page and Executive Summary	5.2
Tab 2	Proposed System	5.3
Tab 3	System Support	5.4
Tab 4	Company Background and History	5.5
Tab 5	Functional and Technical Requirements Response	5.6
Tab 6	Sub-Contracting	5.7
Tab 7	References	5.8
Tab 8	Exceptions to Terms and Conditions	5.9
Tab 9	Attachments: Required Forms	5.10
Tab 10	Price Proposal	5.11

5.2 Cover Page and Executive Summary

The first tab of the proposal should contain the Cover Page of the RFP and an Executive Summary. The Cover Page shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

A signature on the Cover Page hereby provides the City of Harrisonburg acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract.



The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal.

Tab 1 should not exceed four pages.

5.3 Proposed System

The second tab of the proposal should include a textual description of the proposed system for providing the services described in Section 2.0, Project Scope. This section must include a summary description of the system's capabilities to meet the requirements set forth in Section 2.6, Functional and Technical Requirements. The purpose of this summary is to ensure the City has a high-level understanding of the proposed system. The narrative should be written for an audience of the end-user community.

Additionally, this section must also more specifically address the following:

- What is the product name and version/level being supplied?
- Are phones provided through the vendor? If so, please list available phones and include price list. Include any warranty information for phones. If no, give a list of supported phone vendors and models, and briefly explain the commissioning process for phones.
- Must phones be provided through the vendor and only through the vendor?
- How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?
- Does the product require specialized switching equipment? If so, please include specifications and procurement options and pricing.
- How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user/system?
- How and where are recorded calls stored? How are the calls retrieved? How are they secured? What is the maximum storage capacity per user?
- Provide screen shots of administrative interface.
- Provide screen shots of end-user interface.
- Provide sample reports for departmental usage, billing invoices, and call queue reports.
- Ability to customize billing. Options to receive invoices by location or department. Would we have online billing options?
- Would we have a billing team assigned specifically to the City? What would our level of billing support look like?
- Does your solution provide for monitoring an extension (no parties can hear), coaching an extension (only the extension can hear you), or "barging in" on a call (all parties can hear)?
- Are phones metered by minutes per month? If so, provide a price schedule. If so, are minutes pooled?
- Provide a schedule of costs for long distance, including what areas, if any, are free.
- What is the maximum number of incoming calls supported?

Marketing materials should not be submitted on the proposed functionality.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during roll-out and support phases.

5.4 System Support



The third tab of the proposal should include a textual description of the support available for the proposed system. This section must include a summary description of the support system’s operations and capabilities and any potential limitations. The purpose of this summary is to ensure the City has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

- What is your total downtime for the past 1 year? 2 Years?
- What are your technical support hours?
- Do you provide a Service Level Agreement? Please summarize and include.
- What is your average resolution time for incidents, events, and problems?

Marketing materials should not be submitted on the system support.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during roll-out and support phases.

5.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. The following points should be addressed in the third tab of the proposal.

- Total number of employees;
- Office locations;
- Total number of active clients;
- Total number of active government clients;
- Total number of active city government clients;
- Total years offering systems similar to the proposed system;
- Largest active government installation including population;
- Smallest active government installation including population; and
- Other products offered by company.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

5.6 Functional and Technical Requirements Response

The fifth tab of the proposal should include a textual description of the vendor’s capability to provide the City’s requirements set forth in Section 2.6, Functional and Technical Requirements. This tab shall include a completed requirements matrix aligned with the specific requirements set forth in Section 2.6, Functional and Technical Requirements. Vendor shall provide the completed matrix in MS Excel format and will align with the following format. The electronic version of this form shall accompany this proposal document and will be issued in MS Excel format as Attachment E. Responses shall be provided utilizing the indicators in Table 06 below. Additional comments may be added in the “Comments/Notes” column.



Requirement ID	Feature	Response	Comments/Notes
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When providing responses to the requirements set forth in Section 2.6, offerors shall use the response indicators contained in the following table.

Table 06: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the proposed system release.
F	Feature/Function will be available in a future system release.
C	Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future system release, the offeror shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the offeror shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the offeror shall identify this third-party system and include a cost proposal to secure this system.

5.7 Sub-Contracting

The sixth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

- Summary of service;
- Reasons for sub-contracting;
- Proposed sub-contractor(s);
- Detailed sub-contractor responsibilities;
- Sub-contractor name;
- Sub-contractor location;
- Sub-contractor experience;
- Previous use of sub-contractor; and
- Any additional relevant information.

5.8 References

The seventh tab of the proposal should identify the offeror’s references for the project. Offerors shall provide at least three (3) municipal government clients with whom the offeror has worked during the past three (3) years that are of similar size and complexity to the City of Harrisonburg. References shall be from municipal governments that have been live with the current system for a minimum of one (1) year.



Offerors shall complete a Vendor Reference Form for each of the references as contained in Attachment A. Completion of Attachment A shall indicate that the offeror grants consent for the City to contact any and all references given.

In the event the offeror cannot provide the required references, substitution of other organizations should be made to ensure three (3) total references are provided. Offerors shall indicate how these substitute references deviate from the requested characteristics.

5.9 Exceptions to Terms and Conditions

The eighth tab of the proposal should include any exception the offeror takes to the terms and conditions set forth in this RFP. It is the City’s intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

5.10 Required Forms

The ninth tab shall include all required forms. These include:

- State Corporation Commission Form (See Attachment B)
- Proprietary/Confidential Information Form (See Attachment C)
- Any and all addenda, signed (if applicable)
- Federal Transit Administration (FTA) Contract Clauses, any and all forms contained within, signed (See Attachment F)

5.11 Price Proposal

The tenth tab is the price proposal consisting of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment E. Offerors shall not modify the worksheets in any way. Vendors shall provide the completed cost worksheets in MS Excel format.
2. The offeror’s standard travel and expense policy.

6.0 Contract Term

The initial term of the contract will be for three (3) years from the date that the contract issued. At the City’s option, the contract may be renewed for up to twelve (12) additional one (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties.

7.0 Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of



the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment C provides a place to identify any proprietary information.

8.0 Disadvantaged Business Enterprise (DBE) Requirements

City of Harrisonburg, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts.

Notice to all offerors is hereby provided, that in accordance with State and Federal laws, City of Harrisonburg will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No offeror will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions. Proposal will be evaluated based on firm's experience and capabilities, response to requirements, project implementation, project price and DBE participation. Final award will be based on the best value provided to the City of Harrisonburg.



ATTACHMENT A: Vendor Reference Form

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 5.8 of the RFP.

1. General Background

Name of Client:

Number of Employees:

Operating Budget:

Address:

Project Manager/Contract:

Title:

Phone Number:

E-Mail Address:

Summary of Project and Current Status:

2. Project Scope

Please indicate all modules that were implemented as part of the project:

3. Project Information

Total Project Budget:

Project Start Date:

Project End Date:



ATTACHMENT B: STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

**This document must be completed and returned with proposal.*



ATTACHMENT C: PROPRIETARY/CONFIDENTIAL INFORMATION

Name of Firm/Offeror:

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

**This document must be completed and returned with proposal.*



ATTACHMENT D: SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the "Contractor" and City of Harrisonburg, VA, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
(2) The entire City of Harrisonburg's Official Request for Proposal (no revisions by the Contractor) dated: _____
If applicable, any Official City Addenda(s):
#1, dated: _____
(3) The Contractor's Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: CITY OF HARRISONBURG, OWNER:
By: _____ By: _____
Title: _____ Title: _____