



CITY OF SCRANTON

Phone System

Bid Specification

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 2:00 P.M., **FRIDAY SEPTEMBER 9, 2005**, AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE). BID WILL BE AWARDED ON TUESDAY SEPTEMBER 13, 2005 FOR THE FOLLOWING:

PHONE SYSTEM
FOR NEW POLICE HEADQUARTERS

CONTRACT DOCUMENTS MAY BE OBTAINED BY CALLING CITY OF SCRANTON PURCHASING DEPARTMENT, 570-348-4118 OR IN PERSON AT THE PURCHASING DEPARTMENT OFFICE, 4TH FLOOR, 340 N. WASHINGTON AVE, SCRANTON, PA 18503. DOCUMENTS WILL BE AVAILABLE BEGINNING THURSDAY, SEPTEMBER 1, 2005.

BIDDERS' PROPOSALS MUST BE ACCOMPANIED BY EITHER A CERTIFIED CHECK, CERTIFIED BANK TREASURER'S CHECK, BANK CASHIER'S CHECK OR BID. A SATISFACTORY CORPORATE SURETY SHALL PROVIDE SECURITY IN AN AMOUNT EQUAL TO 10% OF THE HIGHEST ALTERNATE BASE BID. THE SURETY SHALL NAME AS PAYEE OR OBLIGEE THE CITY OF SCRANTON.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID AND TO WAIVE ANY OR ALL IRREGULARITIES, MISTAKES, OMISSIONS OR INFORMALITIES RELATIVE THERETO. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS AND BID BOND OR CERTIFIED CHECK SHALL BE PLAINLY MARKED OUTSIDE WITH THE WORDING "**PHONE SYSTEM – NEW POLICE HEADQUARTERS**", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

ALL QUESTIONS PERTAINING TO SECURING CONTRACT DOCUMENTS, BIDDER'S LIST, ETC. SHALL BE DIRECTED TO CITY OF SCRANTON PURCHASING DEPARTMENT (570-348-4118) AND ALL QUESTIONS PERTAINING TO TECHNICAL SECTIONS, LEGAL DOCUMENTS, AND BID SUBMISSION SHOULD BE DIRECTED TO KEVIN ZEUCH AT ROSE CONSULTING (570-245-0011).

LEONARD A. KRESEFSKI
BUSINESS ADMINISTRATOR

General Announcement

The City of Scranton is issuing this Bid Specification for a phone system. This system will be installed in the new City of Scranton police station.

The purpose of this Bid Specification is to provide a standard from which to evaluate your company's products as they compare to other equipment providers and as they pertain to the needs of City of Scranton as defined in this document.

The system proposed must be a complete turnkey solution as described in this Bid Specification with no additional costs.

The vendor selection will be based on the vendor's response and the vendor's ability in that response to demonstrate its capabilities to meet the defined objectives of City of Scranton. City of Scranton will evaluate the proposed system based on its:

- ***SYSTEM ADMINISTRATION / EASE OF USE***
- ***FEATURES/FUNCTIONALITY***
- ***COST AND PAYMENT OPTIONS***
- ***ABILITY TO MEET THE PROJECT'S TIME FRAME***
- ***ADAPTABILITY / SCALABILITY***
- ***ARCHITECTURE/TECHNOLOGY***
- ***SYSTEM PROVIDERS ABILITY TO PROVIDE ONGOING SUPPORT***

SPECIAL NOTE

Each responding vendor is advised to read this Bid Specification carefully; any and all exceptions to an item in this specification **MUST** be duly noted and explained in the response. Failure to note an exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

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SECTION 1.0 BACKGROUND, ENVIRONMENT & GOALS

1.1 Background

- 1.1.1 City of Scranton is moving their police department from their current location at 340 North Washington, Scranton, PA to 100 South Washington Ave, Scranton, PA. The building is in the process of being constructed and the requested move date is October 1, 2005.

1.2 Current Environment

Currently, City of Scranton uses an Avaya Definity phone system with AT&T phone models 8410D and 8403 that supports both the current police department and City of Scranton's City Hall.

1.3 Project Goals

City of Scranton is looking to install a new phone system that will provide voicemail to all personnel. They would also like to pursue the option of using their current equipment with the new phone system. City of Scranton is also looking to add overhead paging and ability to record conversations. The selected system must be compatible with the Avaya Definity phone system in the event of a future VoIP setting.

- 1.3.1 An overview of expected system functionality is as follows:

- Reduced Operational Costs
- Centralized Administration
- Consolidated Network Costs
- Call Routing
- Easier, Cheaper Telephone Moves
- Consistent Phones Throughout Enterprise
- Reliability

SECTION 2.0 RESPONSE REQUIREMENTS

2.1 Response Requirements

- 2.1.1 A complete proposal must be received by the City of Scranton Controller's Office, 2nd Floor, 340 N. Washington Avenue, Scranton, PA 18503 by **2 PM on September 9th, 2005**. Please clearly mark the proposal "City of Scranton Phone System Proposal." Vendors must submit **four (4) printed copies** of complete proposal **AND an electronic copy in Microsoft Word or Adobe Acrobat format on CD-ROM or floppy disk**.
- 2.1.2 Vendor's Bid Specification response will become part of any contractual agreement between vendor's company and City of Scranton.
- 2.1.3 Authorized Signature: An authorized executive of the vendor must sign the Bid Specification. *Improperly authorized responses will not be accepted*
- 2.1.4 All vendors are bound by the deadline and delivery requirements of this Bid Specification as detailed in section 2.1.1
- 2.1.5 Vendors electing to respond to this Bid Specification are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this Bid Specification. City of Scranton is not liable for any costs incurred by the vendor in response to this Bid Specification and the vendor, including all related parties, disclaims and voluntarily and knowingly waives any and all claims to reimbursement for any such costs.
- 2.1.6 Proposals submitted after the deadline specified in Section 2.1.1 will not be opened or considered.
- 2.1.7 City of Scranton reserves the right to reject any or all proposals, any portion thereof, or to select the proposal, which it deems to be in the best interest of City of Scranton.
- 2.1.8 City of Scranton reserves the right to cancel or modify this Bid Specification. There is no guarantee that the City of Scranton will enter a contract for the requested equipment or services.
- 2.1.9 City of Scranton reserves the right to use any evaluation procedure it deems appropriate.

- 2.1.10 City of Scranton reserves the right to determine the responsibility of any vendor, including investigating the qualifications of any vendor, proposed subcontractors and parties otherwise related to the vendor and to require confirmation of information furnished by a vendor or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this Bid Specification.
- 2.1.11 Vendor must be fully responsible for the acts and omissions of its subcontractors.
- 2.1.12 City of Scranton reserves the right to approve or disapprove of particular subcontractors, joint venture partners or other related entities.
- 2.1.13 City of Scranton reserves the right to choose a vendor regardless of the lowest cost proposed.
- 2.1.14 All proposals must remain valid for a minimum period of 60 days after the due date. Proposals may not be modified or withdrawn by the vendor during this period of time except with written permission granted by City of Scranton
- 2.1.15 Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of 60 days.

2.2 Information Provided by City of Scranton

- 2.2.1 Vendors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of contracts, and the subsequent delivery of services pursuant to any contract. City of Scranton takes no responsibility for the completeness or the accuracy of any information presented in the Bid Specification or otherwise distributed or made available during this procurement process or during the term of any subsequent contract.
- 2.2.2 Vendors may not rely on any oral statement made by City of Scranton, its officers, employees, contractors, subcontractors, agents, consultants or advisors in the preparation of a response to this Bid Specification.
- 2.2.3 Should a vendor find discrepancies in, or omissions from this Bid Specification and related documents, or should a vendor be in doubt as to meaning, the vendor shall immediately notify City of Scranton's consultant, Rose Consulting, Inc., and if deemed necessary, a written addendum or bulletin of instructions will be e-mailed to each person obtaining a Bid Specification. Each person requesting an interpretation will be responsible for the delivery of such requests to the City of Scranton's consultant in writing. City of Scranton will not be bound by, or be responsible for, any explanation or interpretation of the proposed documents other than those given in writing as set forth herein.

2.2.4 Confidentiality

2.2.4.1 All proposals become the property of City of Scranton and will be considered at the discretion of City of Scranton.

2.2.4.2 The contents of this Bid Specification are CONFIDENTIAL and should be handled accordingly. City of Scranton will also treat your company's response as confidential information.

2.3 **Project Timeline** City of Scranton anticipates the following schedule:

Issue BID SPECIFICATION	Wednesday, August 31, 2005
Vendor notice to Rose Consulting of Intent to Propose (provide vendor point of contact for updates)	As soon as possible. Failing to notify the Rose Consulting of a company's intent to propose may delay receipt of any Bid Specification addendums.
Deadline for questions	Tuesday, September 6, 2005 at 2 PM
BID SPECIFICATION Responses due to City Controller with email copy to Rose Consulting	Friday, September 9, 2005 at 2 PM
Tentative selection	Tuesday, September 13, 2005
Contract completion	Wednesday, September 14, 2005
Installation	Friday, September 30

2.4 **Questions and Addendum**

2.4.1 All questions regarding this Bid Specification shall be submitted in writing to:

Kevin Zuech
Account Manager
Rose Consulting, Inc.
1931 Main Street
Bloomsburg, PA 17815

Phone 570-245-0011
FAX 570-245-0014
cosbid@roseconsulting.com

2.4.2 The deadline for the receipt of questions on this Bid Specification is September 6, 2005 at 2 PM

2.4.3 Responses will be issued as an addendum to the Bid Specification and will be e-mailed to all parties that have received this Bid Specification.

2.5 Submittal of Proposals

2.5.1 Proposal Format

City of Scranton Controller, Roseann Novembrino, must receive proposals in **by 2 PM on September 9, 2005**. Proposals received after that time will not be accepted.

2.5.2 Proposals **will not** be accepted by facsimile.

2.5.3 The complete proposal must include the proposal document with a point-by-point response to the Bid Specification and all other materials requested in the Bid Specification. Vendors may include any additional materials they feel could assist in the evaluation of the proposed system. However each question must be responded to completely. References to other documents not included, as part of the appendix will not be accepted.

2.5.4 Vendors are cautioned that proposals, which do not follow the format required in this Bid Specification will be subject to rejection without review.

2.5.5 After opening of the proposals, a vendor may not correct, modify, or withdraw the price or any other provision of its proposal. City of Scranton may waive minor informalities or allow the vendor to correct them.

2.6 Vendor's Responsibility

2.6.1 At the time of the opening of proposals, it will be presumed that each vendor has read and is thoroughly familiar with the scope of services to be performed under this Bid Specification, the terms and conditions of the Bid Specification and any other documents included in this Bid Specification. The failure or omission of any vendor to examine any form, instrument, document or any other matter contained in this Bid Specification shall not relieve the vendor from any obligation in respect to the proposal submitted.

2.7 Basis of Procurement

2.7.1 This Bid Specification and any contract(s) that may result shall be in accordance with applicable law.

2.8 Clarification and Interpretation of Bid Specification

2.8.1 The words “must” or “will” in this Bid Specification indicate mandatory requirements. Not following all or part of the mandatory requirements may be grounds for rejection of the proposal. There are other requirements that City of Scranton considers critical, but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

2.8.2 Indicate the level of compliance with:

“Acknowledge”- The Vendor has read and understood the information provided; however no action is required of the Vendor.

“Comply” – Vendor meets the specifications.

“Partially comply” – Vendor meets part of the specification; explain how and the deviation.

“Comply with clarification” – Vendor meets the specification; however, the manner in which it is accomplished may be different from that specified by City of Scranton. Provide clarifying information.

“Exception” – Vendor does not meet the specification. Please provide an alternative when possible.

SECTION 3.0 VENDOR REQUIREMENTS

- 3.1** The vendor must provide a brief description of its company.
- 3.2** The vendor must provide a description of its experience in providing similar communications systems.
- 3.3** The vendor must detail its ability to provide onsite support to City of Scranton.
 - 3.3.1** Vendor will provide the number of technicians as well as the locations that these technicians are dispatched from that would be able to support City of Scranton.
 - 3.3.2** Vendor will provide a description of how City of Scranton would contact the vendor and how the vendor would provide service in case of a trouble.
- 3.4** The vendor must have a technical support center that provides remote maintenance.
 - 3.4.1** The vendor must provide a description of how this remote maintenance is provided.
- 3.5** The vendor must provide three (3) referral customers that have a similar system. Include customer name, point of contact and telephone number.
- 3.6** The vendor must provide a current financial statement (City of Scranton is willing to sign a non-disclosure statement.)
- 3.7** The vendor must provide their Tax Identification number.
- 3.8** If vendor is selected vendor will include escalation list, including off-hour contact phone numbers up to the Vice President level.
- 3.9** Historically when systems provided by vendor have been discontinued, how long after the system has been discontinued does vendor/manufacturer supply support.
- 3.10** Vendor must have a technician within a 15-mile radius or be able to sub contract a technician within the 15-mile radius.

SECTION 4.0 PHONE SYSTEM REQUIREMENTS

4.1 System Configuration

4.1.1 System Design and Features

4.1.1.1 Each vendor will submit and detail their specific solution. Describe vendor's system architecture.

4.1.2 Vendor will describe the reliability, redundancy or duplication options offered by vendor's system.

4.1.3 Growth Requirements

4.1.3.1 The Vendor will provide for the system, a description of all components and costs for the proposed system to grow an additional 50%.

4.1.4 The selected system must be compatible with the Avaya Definity phone system in the event of a future VoIP setting.

4.2 Key Communications System Features:

- 4.2.1 Intercom throughout building
- 4.2.2 Provide Automatic Route Selection for all calls
- 4.2.3 Provide Automatic Call Distribution
- 4.2.4 Automatic PSTN Fallback
- 4.2.5 GUI Based Administration
- 4.2.6 Centralized Web Based Administration.
- 4.2.7 Caller ID Name and Number
- 4.2.8 Conference Calling (indicate user maximums)

4.3 Voice Mail Features:

- 4.3.1 Archive Voice Mail
- 4.3.2 Centralized System Administration
- 4.3.3 Delete Voice Mail
- 4.3.4 Forward Voice Mail
- 4.3.5 Additional Key Features Available
- 4.3.6 Voicemail Playback, Slow, Fast and Pause
- 4.3.7 Minimum of Eight Voice Mail Ports

4.4 Auto Attendant Features:

- 4.4.1 Alpha Directory
- 4.4.2 Answer Call on First Ring

- 4.4.3 Brief Menus
- 4.4.4 Customizable System Prompts
- 4.4.5 DNIS Routing
- 4.4.6 Full Menus
- 4.4.7 Inter-digit Timeouts
- 4.4.8 Menu After Message
- 4.4.9 Multilingual
- 4.4.10 On Hold Music
- 4.4.11 Operator Assistance
- 4.4.12 Restriction Tables
- 4.4.13 Standard Greeting
- 4.4.14 Time and Date Announcements

4.5 Call Accounting Software

- 4.5.1 Vendor will detail Call Accounting System
- 4.5.2 Detail and explain the administration of the Call Accounting System
- 4.5.3 Detail all reports available

4.6 Overhead Paging

- 4.6.1 City of Scranton would like an overhead paging system to notify employees of phone calls and locate employees throughout the entire building.
 - 4.6.1.1 Vendor will detail the overhead paging system features
 - 4.6.1.2 Vendor will detail the pricing of the overhead system as well as any other components associated with it

4.7 Toll Fraud

- 4.7.1 Vendor will describe how their system prevents and detects toll fraud.

4.8 Record Calls

- 4.8.1 City of Scranton would like the option of recording phone calls.
 - 4.8.1.1 Vendor must detail the call recording process and options

4.9 Phone Requirements

- 4.9.1 Vendor will supply pricing on display and non-display sets. City of Scranton is currently using AT&T 8410D and AT&T 8403 sets. Vendor must include whether or not their system is compatible with the current sets.

4.10 City of Scranton System Component, Telephone, Port and PSTN Configuration.

4.10.1 One (1) Local PRI

Note: The selected vendor must include and indicate their systems interoperability with the PRI, T-1's PSTN connections delivered from the local Central Office(s). This includes any translations, protocols etc... that may be specific to this Central Office switching equipment. **We strongly encourage the vendor to contact the local telephone companies to determine this.**

		Qty
4.10.1.1	Display Sets	16
4.10.1.2	Non-Display Sets	23
4.10.1.3	Extensions	200
4.10.1.4	Dial Tone Lines	5
4.10.1.5	TTY Phone	1

5.0 INSTALLATION

5.1 Installation Details

- 5.1.1 Vendor will give details of installation of the system.

5.2 Implementation Schedule

- 5.2.1 Vendor will describe what responsibilities City of Scranton must fulfill to ensure a complete and timely installation.

5.3 Implementation Reports

- 5.3.1 City of Scranton will require the selected system providers to provide weekly reports to Rose Consulting detailing their work completed for the previous week and any challenges experienced. The reports will also cover the work required for completion for the week ahead and any challenges anticipated. We will also require a representative from the selected vendor attend a weekly conference call with Rose Consulting to go over these reports as well as any additional information exchanges required. Detail your company's ability and intent to meet this requirement.

5.4 Off Hour Installation

- 5.4.1 City of Scranton may require locations cutovers to be provided after hours or on weekends. Vendor will discuss ability and intent to meet this requirement. If additional cost is required to meet this requirement vendor will explain this as a separate cost in the cost Section 5.10.6 of the response.

5.5 Post Installation Support

- 5.5.1 City of Scranton requires that the selected system vendors must state their ability and intent to provide a preset level of support to the City of Scranton for end user issue resolution after the actual cutover, but before the sign off of the installation. City of Scranton will work with the selected vendor to provide a "help desk" system to centralize issue resolution requests. In order to facilitate the response to and the clearing of "trouble tickets", the "help desk" system established will include a plan to dispatch the selected system vendor's technicians in an organized and timely manner to resolve all issues. Vendor will describe ability and intent to meet this requirement as well as vendor's strategy to provide this support. If additional cost is required to meet this requirement, detail this as a separate cost in the cost Section 5.10.6 of the response.

5.6 Restoration

5.6.1 Vendor will be responsible for full restoration to original condition of all of the City of Scranton surfaces, buildings and grounds.

5.7 Training

5.7.1 End User Training:

Describe end-user training provided by your company.

5.7.2 Administration Training:

Describe and detail the administration training your company will provide based on the following requirements.

5.7.2.1 Administrator training will be provided pre-installation for a minimum of two City of Scranton employees. We will also require a follow up training session be offered three months after installation for a minimum of two City of Scranton employees. This training will cover system and voice mail administration. Also covered will be any ancillary installed systems. If additional cost is required to meet this requirement, detail this as a separate cost in the cost Section 5.10.6 of your response.

5.8 Test and Acceptance Plan

5.8.1 Vendor will detail in writing a testing procedure vendor will use to fully test all components and functions of the new system to ensure that it is free of material defects and is functioning according to the contract's design and specifications.

5.9 Warranty

5.9.1 Provide a detailed overview of all applicable warranties, including any exclusions.

5.9.2 Describe the responsibilities City of Scranton will assume during the warranty or maintenance contract period.

5.9.3 Describe service provided during warranty.

5.10 Pricing and Financing Options

5.10.1 Vendors will provide a summary page with their complete overall pricing. The City of Scranton is a tax-exempt body and will provide a tax-exempt certificate to vendor. Also included on this summary pricing sheet will be all maintenance options broken out as total costs for 24, 36 and 48 months. The Vendor will also provide any financing options for the system.

- 5.10.2 Vendors will provide a summary pricing page for the system costs both as equipped and growth.
- 5.10.3 The proposed cost will be a fixed cost with an itemized breakdown of each component. Detail separately costs for installation as well as any ancillary services in the table format provided below.
- 5.10.4 Vendors will guarantee their prices for a minimum period of 60 days from proposal due date.
- 5.10.5 The pricing will include all system components, labor and materials to provide a complete turnkey system as proposed. Also include maintenance pricing for two, three and four year terms.
- 5.10.6 Vendors will provide pricing detail following the example table below. Provide pricing for each of the two configurations, equipped and growth.
- 5.10.7 Vendor will provide any financing options available.

5.10.6 Proposed System Components Pricing (Equipped)

Itemized Description include part/ item number	Price per item	Qty	Total equipment cost	Individual installation cost	Total Installation cost	Individual Maintenance Cost	Total Maintenance Cost
Item 1							
Item 2							
Etc...							
Total Cost							

5.10.6 Proposed System Components Pricing (Growth)

Itemized Description include part/ item number	Price per item	Qty	Total equipment cost	Individual installation cost	Total Installation cost	Individual Maintenance Cost	Total Maintenance Cost
Item 1							
Item 2							
Etc...							
Total Cost							

5.10.8 Vendor will also include cost for time and materials.

5.11 Payment Terms

5.11.1 Vendor will provide their payment terms.

6.0 MAINTENANCE

6.1 Expert Systems/Artificial Intelligence

6.1.1 Vendor will describe the use of state of the art computer and artificial intelligence systems to support the vendor's maintenance effort.

6.2 Maintenance Staff

6.2.1 Vendor will identify the makeup of the maintenance staff that will be assigned to the proposed system, citing their training experience on the system.

6.3 Post Warranty Maintenance Options

6.3.1 Vender must describe maintenance options available after the warranty period.

6.4 Response Time

6.4.1 What are the vendor's response times to major and minor system failures?

6.4.2 Vendor **must** have a technician within a 15-mile radius or be able to sub contract a technician within the 15-mile radius of install site.

6.5 Remote Maintenance

6.5.1 Vendor must discuss remote monitoring, diagnostic and repair capabilities, focusing on vendor's ability to quickly and accurately identify and resolve reported troubles.

6.6 Trouble Reporting

6.6.1 Vendor must explain established trouble-reporting procedures including:

6.6.1.1 A trouble report telephone number to be answered 24 hours a day, seven days a week.

6.6.1.2 Whether or not the telephone is answered at all times by members of your support organization.

6.6.1.3 Whether or not that person has direct access to specific information about our system.

6.7 Upgrades and Additions Procedures

6.7.1 Describe vendor procedures for software updates and upgrades.

6.7.2 How often does vendor update or upgrade software?

6.7.3 How long will vendor support updates and upgrades?

6.8 Alarms

6.8.1 Vendor must discuss the capability of the proposed system to automatically call for help when alarm conditions occur.

SECTION 7.0 PROPOSAL EVALUATION CRITERIA

7.1 Evaluation Criteria

- 7.1.1 Proposals shall be examined for completeness and any proposals that are deemed incomplete in any material respect by City of Scranton may not be given further consideration.
- 7.1.2 Proposals that in the sole judgment of City of Scranton meet the qualification criteria will be evaluated further.
- 7.1.3 Experience and technical competence relative to project management for similar projects also will be evaluated.
- 7.1.4 City of Scranton reserves the right, in its sole discretion, to use such other evaluation criteria as it deems appropriate.

SECTION 8.0 SELECTION AND CONTRACT

8.1 Selection

8.1.1 Once City of Scranton has reviewed all proposals, a selection will be made.

8.1.2 A written notice from City of Scranton will be sent to the successful vendor notifying that they have been selected for contract negotiation.

8.2 Contract

8.2.1 If the vendor fails to execute the contract within the time designated by City of Scranton, City of Scranton may proceed to contract with another vendor or reject all remaining proposals.

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes
and says that

1 He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the
bid;

2 He is fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such Bid;

3 Such Bid is genuine and is not a collusive or sham Bid;

4 Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding in
connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder,
firm or person to fix the price or prices in the attached Bid or of any other Bidder, or
to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the CITY OF SCRANTON (Local
Public Agency) or any person interested in the proposed Contract; and;

5 The price or prices quoted in the attached Bid are fair and proper and are
not tainted by any collusion, conspiracy, connivance or unlawful agreement on
the part of the Bidder or any of its agents, representatives, owners, employees,
or parties in interest, including this affiant.

NONCOLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(Title)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____

(Title)

MY COMMISSION EXPIRES _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

By _____

Title _____