



City of Goddard  
Request for Proposals  
Phone System Upgrade

RFP Closing Date: May 23, 2016

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## I. Introduction

### **Executive Summary**

The City of Goddard, Kansas is seeking proposals from qualified contractors to provide a new Telephone System for the City of Goddard.

The City is anticipating replacement of approximately 21 telephones across four sites.

The project budget is \$50,000.00

Interested parties must submit a written proposal to perform the **Project Objectives and Scope of Services** as outlined below in **Section II**. Alternative methods proposed by the Consultant shall be clearly labeled as such with a description of the proposed alternative methodology and associated pricing.

The final date for submittal of a brief written proposal shall be **Monday, May 23, 2016 at 12:00 p.m. CST**. Seven (7) hard copies of proposal statements should be submitted. The length of the proposal is limited to 30 pages.

The City of Goddard has the right, in its sole and absolute discretion, to reject any proposals. The City of Goddard has the right to modify any of the information provided with this request for proposal and the City has the right to provide the candidate firms with additional information at any time during the selection process.

The candidate firm shall review this Request for Proposal and all materials provided with this RFP, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the City of Goddard shall in no event be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.

A standard formal agreement will be executed between the Consultant and the City. A copy of the City's standard professional services agreement is included in *Attachment A* for reference. By submitting a proposal, the Consultant agrees to sign and be bound by the terms of the attached agreement. The contract will be awarded on the basis of professional qualifications, experience with similar projects, price and other factors.

### **Current System**

The City of Goddard is currently running a Norstar phone system with voicemail located in our main office at 118 North Main, Goddard, Kansas.

### Phone Numbers and DID Information

City Hall and Police Department

- 4 lines – Service provided by Birch Communications
  - 316-794-2051 (PD)
  - 316-794-2441
  - 316-794-2583

- 316-794-3346
- 316-794-3497
- 2 lines – Fax – Provided by Cox Communications
  - 316-794-2401 (City)
  - 316-794-2811 (PD)

Public Works:

- 1 line – Provided by Birch Communications
  - 316-794-8992

Wastewater Treatment Facility:

- 5 lines – Provided by ATT
  - 316-794-3800
  - 316-794-3801
  - 316-794-3802 – Alarm system
  - 316-794-2408 - Fax
  - 316-794-2450 – DSL - Computer

## II. Project Objectives and Scope of Services

### System Design Requirements

The replacement system for the City of Goddard must address the goals and expectations for feature, functionality, selection, implementation and on-going operation outlined in this section. In your proposal, please describe how your system can support the goals and needs for the City of Goddard.

Telephone systems are sought that will support two to three sites based upon the same hardware, operating system and application software. All City of Goddard users will have three to four digit dialing (with a uniform dial plan) between physical sites with shared access to all common system resources and a centralized and synchronized system database. The system must easily accommodate future growth, without unexpected expense.

The City’s voice systems must be configured for high reliability to protect against service outage.

The goals and expectations for the selection, implementation, and on-going operation of new telephone systems are identified and outlined in the following sections.

### System Features and Capabilities

In your proposal, please provide detailed information about your solution and describe the features and recommended use, to include:

- Telephone set models supported by your solution and recommended for use
- Features available (or not available) with supported phones
- Ability to utilize legacy and/or IP-based voice service technologies
- Ability to support desk phones at a remote office location (i.e. water treatment facility) using existing WAN infrastructure (Point-to-point VPN connectivity) with support for all system features

The replacement solution for the City of Goddard must include the following system features. Please provide an overview of your system capabilities to include descriptions of how it supports the following requirements:

- Automatic Backups
- Call Cascade
- Call Forward
- Call Logs
- Call Parking
- Call Pickup
- Call Recording
- Contacts
- Custom Time Frames
- Custom Voicemail Greetings
- Hold
- In Queue Music and Messaging
- Interactive Voice Response (IVR)
- Intercom & Paging
- Maintain Caller ID
- Mobile Voicemail
- Music on Hold in MP3
- One Mailbox, Many Phones
- Outgoing Caller ID Control
- Record on the Fly
- Ring All
- Ringing Strategy
- Send to Voicemail
- Simple Conference Room
- PC and Mac-based real-time status and call control
- Transfer
- Voicemail
- Voicemail to Email

### **System Scope**

The City is seeking a versatile system capable of easily accommodate future growth, without unexpected expenses. The City currently operates one (1) main location and two (2) field offices. Expected equipment requirements per site at the time of cutover are broken down and detailed below. **Note:** *Staffing levels and configuration change regularly, the following is subject to minor change prior to implementation of replacement system.*

Main Location: 118 North Main

- Phone Extensions (total: 6)
- Full-Time Employees (w/ Offices) (11)
- Reception phones with expansion capacity (2)
- Wireless headsets (2)
- Conference phone (1)

- Police Room with three (3) shared phones
- Avg. Call Volume: Highly Variable
- Analog Devices (fax, credit card, etc.) (total: 3)

Remote Office: Waste Water Facility

- Phone Extensions (total: 3)
- Analog Devices (fax, SCADA, etc.) (total: 2)

Remote Office: Public Works Building

- Phone Extensions (total: 1)

### **Support Requirements**

The City of Goddard will enter a maintenance contract with the chosen vendor. The length of the contract shall be 4 years and include:

- System monitoring options
- 4-hour on-site response for all major service impacting alarms & outages
- Full replacement of all failing hardware and software (replacement equipment must be new or refurbished with warranty)
- Routine preventative maintenance for all systems included in the proposal (excluding handsets)
- Training will be given during and after install to all personnel that will be working with it
- The system must be updated with the latest software releases free-of-charge during the term of the initial contract for all furnished software
- Troubleshooting and Advanced Remote Diagnostics
- Direct escalation of unresolved problems to the manufacturer(s)
- Engineering & Technical Support for City of Goddard and Field Technicians
- Management of Line and Network trouble on the City of Goddard's behalf
- Coordination and cooperation with IT staff or service providers in resolving network-related voice system issues
- Traffic Engineering and Analysis (as requested)

### **System Administration**

A secure, centralized administrative interface is desired for management of the system for all City of Goddard sites. The desired system will allow the IT Department to perform routine user and extension management for all locations and include:

- Secure administration for all sites from the City's LAN and secure WAN
- Ability to run basic diagnostic checks and backup as well as restore data to include system configuration, user database, and all audio and voicemail data
- Ability to perform remote support, monitoring and maintenance via a secure, Internet-based channel
- Ability to perform standard software changes (moves, adds, changes)
- Ability to build/modify stations and ACD groups from a Graphical User Interface (GUI)

- The system must provide reporting that allows the system administrator to determine traffic requirements, processor busy levels and service quality
- Additional traffic measurement tools with the ability to determine call volume by department would be very useful for determining staffing and scheduling
- Ability to execute program changes without rebooting the system
- Training for City's system administrators
- Complete documentation of network implementation
- Training for end users
- Web based access tools
- Simple GUI
- Remote adjustment or user greetings and call-handling features

### **Project Planning**

Vendors are required to plan the implementation in such a manner as to provide minimum downtime during City of Goddard Business, and Emergency service operations. Access to facilities to facilitate an after-hours migration will be provided. This will include a phased approach to implementation, with cutover of all sites in a closely managed migration. Information of any event or sequence your company deems necessary for the completion of a successful implementation should be included.

Include information such as:

- Plan for facilitation of "Hot" cutover in limited computer/server room space environment
- User interviews to design the database (all systems)
- Design and build new telephone system, voicemail and port fields
- Pre-cutover meetings
- An installation phasing schedule for City Hall and remote sites
- Testing of each phased location
- Network order processing and coordination
- Coordination with all service providers connecting to the system for correct provisioning and cutover
- Identification of Directory Number, DID's and extensions for cutover planning
- Staged end-user training on all applicable systems before, during and after cutover
- Provision for "Help Desk" staffing throughout the first week of each installation cutover
- Terminate all system cables on VoIP systems, voicemail, call accounting, and other ancillary equipment requested and/or installed
- All network changes/modifications are required to be approved and coordinated with the City's network personnel
- The chosen vendor must be responsible for immediate response of vendor created outages
- Provide complete implementation documentation including:
  - Network changes
  - Network design

- Installation of all hardware and software systems purchased by the City from the selected vendor.
- Extensive pre-testing of all systems connected to include but not limited to:
  - Main VoIP system
  - All remote site systems
  - Voicemail
  - Call accounting
  - All trunks
  - System administration
  - All stations (IP, cordless, wireless, headsets)
  - Third party hardware and software attached to any system(s) purchased through the selected vendor

### **Documentation**

Documentation of the following is required as part of the system(s) installation. This requirement includes on-going updates to reflect changes as performed.

- System configuration information to include detailed Automated Attendant Tree and ACD queue documentation
- System administration manual in printed or electronic format
- A quick reference guide for each user for each system and application with access to comprehensive user guides via the City’s intranet.
- As-built drawings to include:
  - One line schematic drawing of the voice application servers, network equipment and connectivity
  - Logical and numerical identification of extensions, jacks, patch panels, etc. for each site.
  - All circuit types connected to each installed site’s system and any connections between sites.

### **III. Required Qualifications**

The Consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

The successful proposing Consultant and its employees will operate independently and will not be considered an employee of the City of Goddard.

### **IV. Form of Proposal**

The candidate's proposal must include a scope of work the company believes is appropriate to achieve the purposes of the project as stated above. **Please limit proposals to 30 pages or less.**

The proposal shall include the following items in the order listed herein:

- A. **Cover letter** indicating interest in the project.
- B. **Experience of the Firm / Statement of Qualifications.** The Consultant may include up to three (3) pages of information on recent, relevant similar projects, specifically targeted to projects on which key staff have worked, particularly projects completed for public agencies. The Consultant shall specify which key individuals worked on each project and their respective roles in the project. This information shall also include a reference list of a minimum of five (5) clients for whom the company has completed similar projects for including contact names and telephone numbers.
- C. **Detailed Project Approach.** The selection team will review the Consultant's project approach to ascertain the Consultant's understanding of the project and issues, to assure that a proper effort will be devoted to the project, and to entertain the Consultant's special perspectives on approach, techniques, and work efforts.
- D. **Detailed description and list of deliverables to be provided.** In general, the City typically requires a description of all services, tasks, and deliverables (including those listed as optional in the RFP), potential cost calculations, recommendations and estimated time lines, and copies of all correspondence.
- E. **Staffing.** The company shall prepare an organizational staffing chart, and shall list major staff assignments to the project. Brief resumes or experience summaries of key individuals shall be included, with emphasis on previous experience or similar projects in similar roles.
- F. **Total Pricing and Fees:** The Consultant shall submit an estimated "not to exceed" amount of the total fees within their proposal for the project, including production and other expenses for the duration of the four year term. The proposal shall include the time and cost of the work described in the RFP.
- G. **Project Schedule.** Specifically, the Consultant will indicate their requirements in calendar days to perform the various aspects of the install and training.
- H. **Standard Contract.** The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Goddard Standard Contract." All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract will be modified to reflect the project specific scope of services arrived at by the City and the Consultant.

## V. RFP Submission

Proposals shall be submitted in hard copy form, with seven (7) identical copies each. All copies shall be submitted to:

City of Goddard  
Attn: Brian Silcott  
118 North Main, PO Box 667  
Goddard, Ks 67052

RE: RFP - City of Goddard, Phone System Upgrade

Submittals must be received prior to **noon on Monday, May 23, 2016**. No faxes will be accepted. All proposals submitted shall become the property of the City of Goddard and will become public record. For questions regarding the RFP, you may contact Brian Silcott or [bsilcott@goddardks.gov](mailto:bsilcott@goddardks.gov) by May 13 and responses will be emailed to all interested parties.

## VI. Project Process and Schedule

Event	Date
RFP Issued	05/03/2016
Deadline for Questions	05/10/2016
Question Responses Emailed	05/13/2016
Proposals Due	05/23/2016
Review Team Completes Evaluation of Proposals	05/27/2016
Award of Contract by Goddard City Council (tentative)	06/06/2016
Project Completion	08/06/2016

## VII. Progress Reports

The Consultant and the City's project manager shall hold progress meetings as often as necessary, but in no case less than once per month until the Phone System is acceptable to staff.

As a minimum, the Consultant shall hold one orientation meeting with City staff to outline the project and time line.

## VIII. Scope of Services

As a part of the contract negotiations, the final candidate company shall prepare a Scope of Services that will become a part of the contract agreement between the City of Goddard and the company. This Scope of Services shall include the aforementioned aspects of this RFP as well as any other items that are proposed in the successful candidate's proposal.

## IX. Signature Page

The undersigned Proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set incidental costs all in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Agent (print/type): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date \_\_\_\_\_

## **Attachment A: Standard Professional Services Agreement**

### **City of Goddard, Kansas**

#### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_ by and between the City of Goddard, State of Kansas (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as "Consultant").

#### **RECITALS:**

- A. The City requires professional services for the design and installation of a new phone system (hereinafter referred to as "Project").
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

#### **I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

#### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

### **III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

### **IV. COMPENSATION**

- A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed (\$\_\_\_). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.
- B. The City has the right to require clarification on any Consultant invoice after receipt of the invoice by the City.
- C. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement.

### **V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in Exhibit "A".

### **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services that is different from or in addition to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

- A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.
- B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs it would not have otherwise incurred caused by errors and omissions which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

**INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Concerning claims, demands, suits, actions or proceedings of any kind which are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

- A. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** For claims caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, the Consultant shall indemnify and hold harmless the City, its Mayor and City Council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, cost and expenses, including reasonable attorney's fees, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.A. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraphs A, above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

## **X. INSURANCE**

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Goddard  
Attn: Brian Silcott, City Administrator  
118 North Main, PO Box 667  
Goddard, Kansas 67052-0667

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach

of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

#### **XI. NO ASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

#### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

#### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Kansas, and any legal action concerning the provisions hereof shall be brought in the County of Sedgwick, State of Kansas.

#### **XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

#### **XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

**XVIII. NOTICE**

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Goddard  
Attn: Brian Silcott, City Administrator  
118 North Main, PO Box 667  
Goddard, Kansas 67052

Consultant:

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

**CITY OF GODDARD, KANSAS**

By: \_\_\_\_\_  
Marcey Gregory, Mayor

ATTEST:

\_\_\_\_\_  
Teri Laymon, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

\_\_\_\_\_  
Thomas R. Docking, City Attorney

**CONSULTANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment B: Functionality Checklists**

The following checklists will be utilized while evaluating proposed systems and solutions.

Feature	Support	Comments / Limitations
<b>Telephone / Solution Features</b>		
Alphanumeric display		
Headset capability (wireless)		
Automatic Backups		
Custom Time Frames		
Access voice mailbox		
Access multiple voice mailboxes		
Voice mailbox message indicator		
Voice mailbox access from outside line		
Automatic Outside Line Answer/Hold		
Built-in full duplex speakerphone		
Delayed Ringing		
Distinctive Ringing tones		
Call Cascade		
Call Forwarding		
Call Transfer		
Call Recording		
Call Logs		
Call Park / Swap		
Call Pick-Up		
Custom Time Frames		
Caller ID		
Do Not Disturb / Make busy capability		
Ring All		
Ringling Strategy		
Record on the fly		
Simple Conference Room		
Intercom capability		
Last number redial		
Call History		
Multi-party conferencing capability		

Extension monitoring		
Mute Function		
Paging accessible to all stations or groups		
Station and system speed dialing		
Monitor multiple extensions		
User programmable keys		
Volume Control		
Agent Availability Status		
Extension look-up / directory access		
In Queue Music and Messaging		
Outgoing Caller ID Control		
Switchboard		
Switchboard Call Control		
<b>Voice Mailboxes</b>		
Change voicemail settings from outside line		
One Mailbox, Many Phones		
Music on Hold in MP3		
Message-only mailboxes		
Retrieve deleted messages		
Voicemail forwarding		
Voicemail caller ID		
Voicemail timestamp		
Voicemail to text (E-Mail)		
E-Mail to Voicemail		
Remote access to voice mailboxes		
Custom Voicemail Greetings		
<b>Automatic Call Distribution</b>		
Distribute calls evenly among group		
Multi-language call tree management		
Dial '0' to reach an operator		
Prioritization of agents by queue		

Real-time activity by queue status/report		
Real-time activity by agent status/report		
Configurable settings for each queue for main greetings for regular and non-regular hours		
Controllable greetings for regular and nonregular hours (including custom greetings, special announcements, etc.)		
Queue wait time information (position in queue)		
Queue wait time information (configurable current wait time)		
Interactive Voice Response (IVR)		
Reporting: Queue Activity		
Reporting: Agent Activity		
Reporting: Call source		
Reporting: Agent Availability		
Reporting: Call durations		
Reporting: Missed calls		