

RESOLUTION NO.: 2017-R73
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: NOVEMBER 14, 2017 **ASSIGNED TO:** FINANCE

A RESOLUTION AUTHORIZING THE PURCHASE OF A TELEPHONE SYSTEM UPGRADE FROM RAY COMMUNICATIONS, INC., DOING BUSINESS AS RAYTEC SYSTEMS, MAKING AN APPROPRIATION, WAIVING COMPETITIVE BIDDING REQUIREMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City currently operates 4 different telephone systems at its various facilities; and

WHEREAS, the Central Administration Building telephone and voicemail system, hardware and software to support the system, were installed in 2009 by RayTec Systems at a cost of approximately \$28,000.00, the system is able to be properly maintained, but has been recommended for an upgrade to the most current technology; and

WHEREAS, the telephone systems at the South Annex and the Fire Stations were installed over 30 years, may no longer be properly maintained, and have been deemed technologically obsolete; and

WHEREAS, it has been determined that all of the City's telephone systems are in need of either an upgrade or in need of being replaced; and

WHEREAS, the Service Department has reviewed various options to upgrade and replace the 4 separate telephone systems and determined that with an upgrade to the Central Administration Building telephone system, the other systems can be consolidated, replaced and upgraded to the more current digital or VoIP technology; and

WHEREAS, it has been determined the most cost effective and efficient course of action to implement this option is to work with RayTec Systems who has provided a proposal to upgrade and consolidate the City's telephone systems so that one upgraded telephone system is available through all City facilities; and

WHEREAS, Raytec Systems is the company who built the existing specialized phone system for the Central Administration Building, which is the only system that is not obsolete and is able to be expanded throughout all City owned facilities; and

WHEREAS, it is in the City's best interest to waive competitive bidding requirements for this purchase since the City will be utilizing and building upon the system currently installed in the Central Administration Building by RayTec Systems, something that other vendors cannot repurpose given the proprietary nature of the system.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

The Mayor be, and hereby is authorized and directed to enter into an agreement with Raytec Systems and waive the competitive bidding requirements for the purchase of a Citywide telephone system upgrade in the amount of Seventy-One Thousand Forty-Nine Dollars (\$71,049.00).

SECTION TWO:

The Finance Director is authorized to appropriate the total sum of Thirty Thousand Dollars (\$30,000.00) to the Furniture/Equipment account (Acct#100-7100-53640) from the unappropriated balance of the General Fund.

SECTION THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and for the further reason that RayTec may begin upgrading the City's telephone systems as soon as possible. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: November 28, 2017
Molly Kapeluck
Molly Kapeluck, Clerk

Chris Humphrey
Chris Humphrey, Council President

APPROVED: 11.28, 2017
Gerard Neugebauer
Gerard Neugebauer, Mayor

COPIED
MAY FIN LAW PLAN ENG
VICE FIRE PARK ZONE HR

ENACTED EFFECTIVE: November 28, 2017

ON ROLL CALL: Ahlstrom -Aye Dyer -Aye Humphrey -Aye Knodel -Aye
Speight -Aye Summerville -Absent Young -Aye Adopted 6-0

Suburbanite publication on December 1 and December 8, 2017
Molly Kapeluck
Molly Kapeluck, Clerk

2017-R73



1337 Commerce Drive • Suite #11
Stow, Ohio 44224
(330) 686-0226
Fax (330) 686-0229

PROPOSAL SUBMITTED TO

City of Green

STREET

1755 Town Park Blvd

CITY, STATE AND ZIP CODE

Uniontown, OH 44685

PHONE

216-896-6610

JOB NAME DATE

IP Office 10/23/2017

JOB LOCATION DATE OF PLANS

Uniontown

SALES PERSON

Richard Yarnell

AVAYA IP OFFICE UNIFIED COMMUNICATIONS SOLUTION

Central Administration

- Upgrade IP Office from Version 5.x to 10.1
 - Whisper Page, Twinning, Voicemail/Email
- Expand Voicemail PRO from 8 ports to 16 ports
- 16 IP Channels for Networking Remote Buildings
(Desk-to-Desk Calling, Centralized Voicemail)
- 44 1608 IP Telephones
- 11 9608 IP Telephones
- 55 IP End Point License
- 5 Year Software Maintenance

Fire Station 1

- Install IP Office 500, v.10.1
 - Equipped for 40 digital and 32 single line telephone ports, PRI, and 8 POTS lines
 - Whisper Page, Twinning, Voicemail/Email
- Utilize Central Admin Voicemail PRO
- 8 IP Channels for Networking Remote Buildings
(Desk-to-Desk Calling, Centralized Voicemail)
- Re-using Digital Phones from Central Administration
- 5 Year Software Maintenance & 5 Year Hardware Warranty

South Annex

- Install IP Office 500, v.10.1
 - Equipped for 16 digital telephone ports, and 8 POTS lines
 - Whisper Page, Twinning, Voicemail/Email
- Utilize Central Admin Voicemail PRO
- 8 IP Channels for Networking Remote Buildings
(Desk-to-Desk Calling, Centralized Voicemail)
- Re-using Digital Phones from Central Administration
- 5 Year Software Maintenance & 5 Year Hardware Warranty

Fire Station 2

- Install IP Office 500, v.10.1
 - Equipped for 8 digital and 2 single line telephone ports, and 8 POTS lines
 - Whisper Page, Twinning, Voicemail/Email
- Utilize Central Admin Voicemail PRO
- 4 IP Channels for Networking Remote Buildings
(Desk-to-Desk Calling, Centralized Voicemail)
- Re-using Digital Phones from Central Administration
- 5 Year Software Maintenance & 5 Year Hardware Warranty

INSTALLATION, TRAINING, AND PROJECT MANAGEMENT

• 1 YEAR OF WARRANTY SERVICE LABOR FOR ALL LOCATIONS (ON-SITE-REMOTE)

Solution is \$ 71,049.00 (Plus Tax)

75% down-payment (\$53,286.75) & balance upon completion

OPTIONAL:

1608 IP Telephone \$242.00 each

9608 IP Telephone \$407.00 each

IP End Point License \$75.00 each

(Each phone requires IP End Point License)

75% Down 25% Upon Installation

Does Not Include Applicable Taxes

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted within 30 Days

Date of Acceptance: _____





1337 Commerce Drive • Suite #11
Slow, Ohio 44224
(330) 686-0226
Fax (330) 686-0229

MAINTENANCE AGREEMENT

Raytec Systems will maintain the following communications equipment installed on the Purchaser's premises for a period of 1 year(s) from the date the agreement is signed by both parties at the cost of \$289.50 per month plus sales tax. During the 1 year period, Raytec Systems will provide maintenance, service and repairs to the equipment as provided in the Terms & Conditions listed below.

EQUIPMENT TYPE: AVAYA SYSTEM AND ALL PERIPHERAL BOARDS (PHONES NOT INCLUDED)

Business Name: CITY OF GREEN
Address: 1755 Town Park Blvd
City & State: Uniontown, OH 44685

Effective Date _____

4 HOUR RESPONSE TO MAJOR SERVICE MAINTENANCE CALLS
24 HOUR RESPONSE TO MINOR SERVICE MAINTENANCE CALLS
TIME DEFINED AS WHEN TECHNICIAN TAKES THE CALL.

LABOR RATE

- Maintenance Service Rate Outside Coverage Hours: \$ 100.00 Hourly
- Move, Adds, & Changes (MAC) Billable Rate: \$100.00 Hourly M-F, 8-5
- \$150.00 Overtime Rate After 5pm Weekly plus Saturdays & Sundays
- \$200.00 Holidays

Terms & Conditions

Raytec Systems is referred to as "RAYTEC" and the customer is referred to as the "Customer" throughout this section.

TERM

1. The term of this agreement shall be for the initial period of 1 year(s) from the date shown above.

TERMINATION

1. Either party shall have the right to terminate this agreement at the end of any period by giving the other party not less than thirty (30) days written notice.
2. This agreement shall terminate at the option of RAYTEC, if someone other than RAYTEC or its authorized representative performs or attempts to perform maintenance on the equipment.
3. The service to be provided by RAYTEC pursuant to this agreement is based upon the equipment remaining at the initial installed location during the term of this agreement. This agreement shall become void at the option of RAYTEC, in the event that the equipment is moved by someone other than RAYTEC.

PAYMENT

1. The service charge for maintenance shall be invoiced annually. Payment in full shall be made within ten (10) days from invoice date.
2. Customer agrees that all future additions Raytec performs, whether equipped ports, system hardware, or future products, will receive maintenance services and be charged under the terms of this Agreement unless the Customer notifies Raytec to the contrary in writing.
3. At any time subsequent to the initial term of one (1) year of the agreement, RAYTEC shall have the right to change prices, terms, and conditions for maintenance service or other services by giving the customer not less than thirty






Interoffice Memorandum

City of Green

Public Service Department

To: City Council

From: Valerie Wax Carr, Director 

CC: Mayor Neugebauer, Steve Schmidt, Diane Calta

Date: November 8, 2017

Subject: Phone Upgrades

As you may recall the 2017 capital budget contained an allocation of \$50,000 to upgrade the phone system at the Service Department South Annex, under the 100 7400 53642 account. Upon my arrival, we began to review the course of action to begin this upgrade. One important item was to make sure we are upgrading to the current/future technology, that of digital and Voice over Internet Protocol (VoIP) technology. In addition, the Fire Stations were also included in this review. Both the South Annex and Fire Stations have extremely old phone systems dating back 30 years and can no longer be supported if something breaks. I sincerely appreciate Kris Ledford, Asst. Finance Director, and my Assistant Erin Bickett for their efforts on getting me up to speed and providing additional research to properly vet our next steps.

We have concluded a few vital items for us to remain with RayTec Systems (vendor currently serving the CAB), as our sole source provider. First, the system installed in 2009 at the CAB was properly bid and reviewed in terms of pricing. Secondly, these type of phone systems are proprietary, and it is much costlier to bring in a new vendor than to do an upgrade. In fact, we will save money over the estimate sought last year because we can re-use equipment as part of the process to work toward a more technically sound system to include digital and VoIP. The current phones at the CAB can be moved to the Fire Stations and the South Annex to upgrade their systems from analog to digital, while we install equipment at the CAB to transfer to VoIP. Also, the upgrade will allow for additional future facilities to be brought on-line without significant cost.

As previously stated the Fire Stations were included in this review and although no



monies had been allocated to upgrade the Fire Stations, we think it would be foolish not included them when the company will already be on site making upgrades and we need to improve the unsupported 30-year-old system.

We are respectively requesting an additional \$30,000 to make the overall upgrades needed in the CAB, South Annex, and Fire Stations. Thank you in advance for your consideration.

(30) days prior notice. In such an event, the customer shall have the right to cancel this agreement by giving RAYTEC not less than ten (10) days written notice prior to any increase in rates.

COVERAGE

1. All additions and expansions will be serviced under the same Maintenance Agreement Plan in place at the time of work herein.
2. Normal wear and tear to equipment is covered under service, including labor and replacement parts. Damage by other than normal wear and tear such as lightning, fire, air conditioner failure, fault to negligence of Customer, its agents, employees, assignees, customers, and other acts of nature are not covered.
3. The normal hours of service coverage are from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding RAYTEC holidays.
4. RAYTEC will make all reasonable efforts to perform its obligations under this agreement. The time for the performance by RAYTEC is in every case subject to delays caused by war, riot, fire, explosion, accident, flood, sabotage, inability to obtain equipment, fuel or power, governmental laws, regulations or orders, acts of god, acts or causes beyond the reasonable control of RAYTEC. In the event of such a delay the performance time will be extended to reflect the delay.

RAYTEC RESPONSIBILITIES

1. Under normal conditions, RAYTEC shall keep the equipment listed in this inventory in good operating order and shall perform both major and minor corrective maintenance outlined by factory recommendations when equipment is inoperative. Major maintenance of the equipment defined as no incoming or outgoing telephone service or total failure of intercommunications within the customers system. Any other requests for maintenance will be categorized as a minor corrective maintenance call.
2. RAYTEC shall prepare an inventory listing of the customer equipment and associated devices, which will be covered under this agreement.
3. RAYTEC shall provide parts of new or equal value necessary to repair the equipment. All replaced parts will become the property of RAYTEC. All labor necessary to bring equipment back to good operating condition, provide such labor is performed during normal hours of coverage. Labor for work performed outside the hours of normal coverage is billable at the prevailing hourly rate listed on this agreement.
4. Labor or material charges for moves, additions or changes are not included in this plan.

CUSTOMER RESPONSIBILITIES

1. Customer shall allow employees of RAYTEC free access to the premises and facilities where the equipment is to be maintained for corrective service.
2. Maintain equipment in a clean, accessible, well lit, ventilated room within a temperature range of 60 - 80 degrees Fahrenheit and a humidity range of 30 - 50 percent (%).

GENERAL

1. Neither the benefits nor the obligations of this agreement may be assigned without the consent of both parties.
2. If either party breaches this Agreement and does not cure said breach within ten (10) days of written notice, this agreement may be canceled. Failure to pay will trigger a breach without notice.
3. Maintenance under this agreement does not include any services necessitated by, or of the type described by the following:
 - a. Labor, material, or other costs for additions, changes, relocation, removals, operating supplies, accessories, specification or engineering changes.
 - b. Accident, casualty, neglect, misuses, or any cause other than normal use.
 - c. Neglect, willful, or intentional acts of the customer.
 - d. An act or event occurring external to the equipment which causes either directly a failure or malfunction of the equipment including without limitation, failures or malfunctions of the trunk or toll lines, the service provider's cabling infrastructure to the point of demarcation, or abnormal power fluctuations or failures.

BY: _____
(AUTHORIZED CUSTOMER SIGNATURE)

BY: _____
(RAYTEC SYSTEMS SIGNATURE)

DATE: _____

DATE: _____

