



REQUEST FOR PROPOSALS

Voice Over Internet Protocol Telephony System

RFP # 007/11/JD

City of Winter Springs, Florida
1126 East SR 434
Winter Springs, FL 32708
407-327-1800

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I. Introduction

The City of Winter Springs, Florida, invites the submittal of proposals for the acquisition of a Voice over Internet Protocol (VoIP) phone system, implementation and transition from the City's current PBX telephone system. The City will accept proposals from vendors for the following acquisition scenarios: purchase solution, lease solution, or hosted solution.

Qualified vendors who are interested in providing these services may download the RFP from: <http://www.winterspringsfl.org/EN/main/main/bid.htm>. Any questions concerning this RFP should be directed to the City contact as listed in this RFP document.

Submittal responses shall include eight (8) originals plus one (1) electronic copy in a sealed package marked:

**RFP #007/11/JD
VoIP Telephony System
ATTN: INFORMATION SERVICES PROJECT CLERK**

Submittal must be received by the Project Clerk, 1126 East State Road 434, Winter Springs, FL 32708, no later than 3:00 PM, Wednesday, July 6, 2011. Failure to deliver submittals to the designated office before the indicated deadline will result in said submittal not being considered.

Vendors who are preparing a submittal response to this request are expected to examine this request including all relevant forms, terms, conditions, and instructions. All costs associated with preparation and submittal of proposal shall be borne entirely by the vendor. Submittals will become the property of the City and will become part of the public record, subsequent to award of the contract or rejection of all submittals. Submittals will be evaluated by a selection committee composed of City staff. Interviews may be requested at the discretion of the selection committee. A final determination on the selection of a vendor will be made by the City Commission at a date and time to be determined. The City reserves the right to reject any or all submittals in whole or in part; to re-advertise for any or all of the services; to negotiate for additional services or materials; and/or to accept the proposal(s), which, in its judgment best serves the interest of the City. These documents constitute the complete set of terms and conditions, specification requirements, and required forms.

II. Background

The City of Winter Springs currently owns, operates and maintains a traditional PBX phone system with voice mail. The current system is a MITEL SX2000 with MITEL Mail as the voice mail server. The City currently has one (1) PRI that serves for all incoming and outgoing calls with call detail provided by Metropolis Call Accounting. It is the intent of this project to obtain a new updated telephone system that will have the ability to expand with the needs of the City of Winter Springs and increase the overall functionality, service and communication with the employees and constituents.

III. City Contact

All inquiries, comments, and/or requests for clarification regarding this RFP must be submitted in writing to:

Joanne Dalka, Information Services Director
City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708
jdalka@winterspringsfl.org (email)
407-327-6670 (facsimile)

IV. Public Records

All proposals are subject to the Florida Public Records Act, F.S. 119. The submission of a proposal authorizes release of your firm's credit data to the City of Winter Springs. Responsive proposals are "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (o), Florida Statutes. Vendors must invoke any exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposals may be reviewed at the office of the City Contact for this project at Winter Springs City Hall. The Public Records Form is included in the forms section of this RFP.

V. Cancellation

This RFP may be canceled and any proposal may be rejected, in whole or in part, when in the best interest of the City.

VI. Proposal Preparation Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Vendors should prepare their proposals simply and economically, providing all information and prices as required.

VII. Qualifications

The City reserves the right to require Vendor to submit such additional evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Vendor, including past performance (experience) with the City.

VIII. Vendor Pricing

A. Vendor agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

- B. Vendor agrees that if, at any time during the contract year, prices on any of the contracted parts, service, labor, or maintenance are reduced, the City will receive the reduced price.
- C. Vendor pricing of the project shall include all maintenance (please provide a list of detailed coverage) for a period of three (3) years.

IX. References

Vendor shall provide at least three (3) references for which Vendor's company provided similar services as requested in this RFP. References that are located in foreign countries are not acceptable. Vendor shall attach a separate sheet(s) at the end of their proposal containing references as stipulated in this RFP document. References should include the following information for each:

- Business/Company Name
- Address
- Contact Name and Title
- Phone Number
- Email Address
- Dates of work
- Brief Description of Work

X. Conflict of Interest

All Vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches. The Conflict of Interest Statement form is included in the forms section of this RFP document.

XI. Contractual Agreement

The successful bidder will be required to execute a written contract in a form acceptable to the City. Further, the terms, conditions, and provisions in this RFP and acceptable submittals shall be substantially merged into the final contract and purchase order. Any and all legal action necessary to enforce the contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Seminole County, Florida. The contract resulting from this RFP shall commence upon execution by both parties.

XII. Licensing

Vendor must be an established business, fully licensed in accordance with all applicable law. Any license must be in the name of the Vendor shown on the Submittal Cover Sheet.

XIII. Term of Contract

The term of this contract shall be for the duration of the project providing that the services have been satisfactory.

XIV. Discounts

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Proposal evaluation purposes.

XV. Taxes

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Department will provide an exemption certificate to the awarded Bidder. Vendors/Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

XVI. Insurance

The awarded Bidder shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified. In the event the Vendor is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Vendor's insurance coverage, policies or capabilities will be grounds for rejection of the proposal and rescission of any ensuing Purchase Order or contract.

Where awarded Bidder is required to enter onto City of Winter Springs property to deliver materials or perform work or services, as a result of a Bid award, the Vendor will assume full, obligation and expenses obtaining all necessary licenses, permits, inspection and insurance, as required. The Vendor shall be liable for any damages or loss to the City occasioned by negligence of the Vendor (or agent) or any person the Vendor has designated in the completion of a contract as a result of the Bid.

XVII. Implementation Plan

Bidder shall provide a detailed work plan including vendor's methodology for implementing the proposed solution and should include a Gantt chart. This section should address all key phases including project planning, configuration, testing, rollout and support. A project plan listing tasks, dependencies, owner (vendor or City) and associated labor hours is required. Responses should include implementation plan considerations including estimated time frame and deliverables for various stages of the project. Key areas of interest include testing procedures and project risk mitigation to avoid system downtime.

XVIII. Acceptance or Rejection of Proposals

The City of Winter Springs reserves the right to accept or reject any or all proposals and to make the award to that Vendor, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Winter Springs also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar

nature or who, in the City's opinion, is not in a position to perform properly under this award.

XIX. Award

The award will be made to the Vendor offering the best value to the City, price and other factors considered, and not necessarily will the lowest bidder win. The City reserves the right to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a re-quote, or abandon the project in its entirety. Vendors are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

XX. Submittal Requirements

Required Number of Copies: Vendors shall submit eight (8) complete sets of their proposal, complete with all supporting documentation. Vendors shall also submit one (1) additional complete set in electronic format (Adobe PDF format) on CD or DVD media.

Execution of Proposal

Proposals must contain a manual signature, in ink, in the space provided on the ***Submittal Cover Sheet***. Entire proposal document and attachments must be executed and submitted in a sealed package, on or before the due date and time.

Submittal Identification and Deadline

The proposals (all copies including electronic copy) shall be submitted in a sealed envelope marked as follows:

RFP # 007/11/JD

VoIP Telephony System

ATTN: INFORMATION SERVICES PROJECT CLERK

The package must be received by the Project Clerk, 1126 East State Road 434, Winter Springs, Florida 32708, no later than 3:00 P.M., July 6, 2011. Submittals received after this time will not be considered. There will be no formal public opening.

It is the sole responsibility of the Proposer to have his/her proposal delivered to the Project Clerk on or before the closing hour and date shown above for receipt of proposals.

Submittal Document Order

The submittal should be ordered as follows:

- I. Submittal Cover Sheet (provided herein)
- II. Letter of Interest
- III. Profile of proposer
 - a. State whether your company is national, regional, or local.
 - b. State the location of the office from which your work is to be performed.
 - c. Describe the company, including the size, range of activities, etc.
 - d. State the length of time your company has been in business.

- e. State your vendor/partner status or level with manufacturer's proposed solution?
Please attach copy
 - f. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- IV. Summary of Qualifications - Identify the key personnel who will work as part of the team. Include resumes for each person to be assigned. The resumes may be included as an appendix.
- V. Forms:
- a. Implementation Plan (vendor provided)
 - b. Pricing Sheet (provided herein)
 - c. Disputes Disclosure Form (provided herein)
 - d. Insurance Requirements Form (provided herein)
 - e. Florida Statutes on Public Entity Crimes Form (provided herein)
 - f. Drug-Free Work Place Form (provided herein)
 - g. Conflict of Interest Statement (provided herein)
 - h. Public Records Form (provided herein)

XXI. Additional Information

- a. Do not include any sub-consultants in the submittal. Also, do not show project team members that are not current employees of the company.
- b. Each proposer shall examine all proposal documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the proposer is of the opinion that any part(s) of the proposal document is incorrect or obscure, or that additional information is needed, proposer shall request such information or clarification from the City Information Services Director, in writing, in order that appropriate addenda may be issued, if necessary, to all prospective proposers.
- c. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
- d. All materials submitted in response to the RFP become the property of the City and will not be returned to the proposer. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the proposal does not affect this right, provided however, that any proposal that has been submitted to the City may be withdrawn prior to the proposal opening time stated herein, upon proper identification and signature releasing proposal documents back to proposer.
- e. The City reserves the right to determine, at its sole discretion, whether any aspect of a proposal satisfies the criteria established in this RFP. The City further reserves the right to negotiate with any person or firm submitting proposals and reserves the right to reject any or all proposals with or without cause or to reject any and all proposals that do not comply with requirements stated herein.. The City also reserves the right to waive minor technical defects in the proposal. In the event that this RFP is withdrawn by the City for

any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this RFP or otherwise. All such expenses incurred in the preparation of an RFP shall be borne by the proposer.

- f. Failure or refusal of the successful proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.
- g. The proposer shall furnish the City such additional information as may reasonably be required.
- h. The City reserves the right to conduct personal interviews with any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interview(s).
- i. The City reserves the right to conduct pre-contract negotiations with any proposer.
- j. The signed proposal shall be considered an offer on the part of the proposer. In case of default on the part of the successful Bidder, after acceptance, the City may take such action as it deems appropriate including legal action, for damages or specific performance.

XXII. Signed Proposal Considered an Offer

The signed proposal shall be considered an offer on the part of the Vendor. In case of default on the part of the successful Bidder, after acceptance, the City may take such action as it deems appropriate including legal action, for damages or specific performance.

XXIII. Mistakes in Proposals

Vendors are expected to examine the terms and conditions, specifications, quoted prices, extensions, and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT VENDOR'S RISK.**

XXIV. Selection Process

The City will select one vendor based on the selection committee's determination of the vendor who is deemed to be the most qualified among those submitting proposals on the basis of the following:

- Experience installing similar systems (20%)
- Proposed system meets needs of the City (40%)
- Vendor partner status (5%)
- Project Cost (30%)
- References (5%)

XXV. Invoicing and Payment:

Invoices are to be submitted by vendor and payment shall be made by the City as follows:

- 50% of payment shall be made upon the installation of hardware and software to the City's satisfaction

- Remaining 50% upon the City's satisfactory implementation of the project (system must be 100% functional and operational)

Invoices submitted shall consist of an original; clearly reference the subject contract and purchase order number; provide a sufficient description to identify goods or services for which payment is requested; be clearly marked as "partial", "complete" or "final" invoice. The invoice shall contain the Vendor's Federal Employer Identification Number (F.E.I.N.).

The City's terms are "Net 30 Days" after receipt of an acceptable invoice as described herein. Invoice should be sent to: City of Winter Springs, Finance Department – Accounts Payable, 1126 East State Road 434, Winter Springs, Florida 32708.

XXVI. Protest Bond Policy

In the event of a protest, a protest bond of 10 percent (10%) or one-thousand dollars (\$1,000), whichever is greater, along with the protest form shall be required from the protesting vendor within forty eight (48) hours of the awarding of this bid/proposal. Monies will be submitted in the form of cash or a cashiers/certified check (deposit made with the City). The bond will be required at the time the protest is registered with the Finance and Administration Office. In the event the City Commission determines the bid protest is without merit the bond will be forfeited. All forms may be obtained from the Finance and Administration Department.

XXVII. Scope of Services

The base scope of services includes but is not limited to the following:

Project Summary and Goals

- Provide IP-based voice capability. The new system will provide Voice over Internet Protocol solution the City of Winter Springs can leverage for current and future applications.
- Acquire a system that can be easily configured, monitored and maintained by City personnel and installed with no interruption to the City's current operations and systems.
- Implement a system that is compatible with the City's IT infrastructure. The new system must operate on the City's current IT infrastructure with very limited modifications.
- The system must include telephones which provide 1GB network pass through to any PC equipment attached to the phones.
- System must include the capability to provide Automatic Call Distribution (ACD) services.
- System must include the capability to provide presence.
- System must either include IVR capabilities or be readily configurable to connect to a third party Interactive Voice Response (IVR).
- System must either include telepresence capabilities or be readily configurable to connect to system vendor's telepresence solution.
- Well supported and maintained in the marketplace.
- Provide high quality voice and minimal voice latency.

Current Telephone System Inventory List

- Vistawilla Substation – 1511 E. State Road 434, Suite 1017, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to per node located at City Hall
 - (5) Mitel handsets
 - (3) Analog devices (AED, fax, ring down)
- Water Treatment Plant, 851 Northern Way, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to per node located at City Hall
 - (1) Mitel handset
 - (1) Analog device (fax)
- Parks Administration Building, 1000 E. State Road 434, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to per node located at City Hall
 - (6) Mitel handsets
 - (3) Analog devices (fire alarm, fax, AED)
- Parks Maintenance Building, 1000 E. State Road 434, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to per node located at City Hall
 - (2) Mitel handsets
 - (2) Analog devices (fire alarm, fax)
- Senior Center, 400 Edgemon Avenue, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to switch located at Police Station
 - (5) Mitel handsets
 - (1) Analog device (AED)
- Civic Center, 400 Edgemon Avenue, Winter Springs, FL 32708
 - (1) Mitel Superset
- Public Works Administration Office, 110 N. Flamingo Avenue, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to switch located at Police Station*
 - (5) Mitel handsets
 - (1) Analog device (fax)
 - * - This site currently is connected to the Police Station thru a per node in the back of Fire Station 24 with fiber connectivity. It is the desire of this project to have this per node removed from the network and direct fiber connectivity to the Police Department achieved.
- Public Works Compound, Building 3, 150 Hartman Lane, Winter Springs, FL 32708
 - (1) Per node with fiber connectivity to switch located at Police Station
 - (10) Mitel handsets
 - (2) Analog devices (AED, fax)
- Public Works Compound, Garage, 380 Old Oviedo Sanford Road, Winter Springs, FL 32708
 - (1) Superset hub with fiber connectivity to per node located at Building 3
 - (3) Mitel handsets
 - (1) Analog device (fax)
- City Hall, 1126 E. State Road 434, Winter Springs, FL 32708
 - (1) Mitel per node
 - (61) Mitel handsets
 - (13) Analog devices

- (7) fax lines
 - (4) Conference room phones
 - (1) AED
 - (1) ring down
 - (3) Analog telephones to be replaced with digital phones
- Police Department, 300 N. Moss Road, Winter Springs, FL 32708
 - (1) Mitel Switch
 - (1) PRI Interface
 - (58) Mitel handsets
 - (7) Analog devices
 - (1) AED
 - (1) Ring down
 - (5) fax lines
- IMMEDIATE FUTURE EXPANSION NEEDED
 - East Waste Water Treatment Plant, 1560 Winter Springs Boulevard, Winter Springs, FL 32708
 - (2) Handsets
 - West Waste Water Treatment Plant, 1000 West State Road 434, Winter Springs, FL 32708
 - (2) Handsets

System Requirements

- Minimum number of Cisco Power over Ethernet (POE) switches for each facility to support required number of handsets located at said facility.
- The system should provide for each central facility (City Hall and Police Department) to accept and continue making calls within the City's fiber network in the event PRI service is lost or fiber connection between the two sites is lost.
- PBX replacement (VoIP)
- Handset replacement
 - Telephones providing easy single button access to standard features including hold, transfer, conference, and mute of calls
 - Headset port integration
 - Display of internal Caller ID (CID) name and extension
 - Display of external CID name and number
 - Separate volume control for handset, speaker and ringing features
 - Support 1GB pass-through to connected PC equipment
 - Display or notify user when user has a message waiting for them
 - Ability for user to "log in" to any phone and have all calls for them redirected to new location.
- E-911 capability
- Unified messaging/Voicemail integration
 - The City of Winter Springs seeks a system that provides Unified Messaging (UM) integration with Microsoft Exchange 2007. The unified messaging or IP network

integration options should provide network compliance and interoperability with Windows Servers 2003 Datacenter and Exchange 2007 and future releases.

- The UM system must support multiple location system integration and delivery of messages to office users through an Outlook client and/or through an Exchange server. It is desired that certain mailboxes be capable of delivering broadcast messages to all system users or select subsets of users.
- Ability to create multiple conference bridges in the event two or more departments need to have conference calls assuming there are enough channels on the PRI available.
- Speaker and standard phones
 - Mobile Support – System should support the use of wireless IP phones.
 - The proposed system should be capable of supporting remote (or tele-workers) allowing for phone calls and or video calls to be transferred to remote workers using internal extensions or external DIDs.
 - The proposed system should be capable of transferring calls from the user's desk phone to a mobile device (designated by the user) and back to the system so the caller can leave a voice mail message.
- IVR/Call Center capability built in or compatible with third party system
 - The system, at a minimum, must have robust ACD capabilities included with multiple agent groups, agents per group, supervisors and reporting capabilities. Many departments have peak periods of heavy call volumes that require the addition of resources or technology to help staff manage the call volume. Furthermore the system should be capable of load balancing calls amongst Customer Service Representatives within a group.
 - An Interactive Voice Response system to assist the constituent's in several areas as well as reduce costs and minimize call volume to our Customer Service Representatives. At this time the City does not have such technology or capability in place but in the event this is overcome the proposed system should be capable of offering IVR directly or with a third party system.
- Voicemail
 - Provide for 300 voicemail boxes
 - The City is seeking a centralized voicemail and automated attendant solution that is integrated with the VoIP system. Many departments will benefit from the information only mailboxes that will assist high volume non-emergency calls as well as frequently asked questions. The selected system will have the ability to support automated attendant for multiple departments independently.
- Call Reporting/Accounting
 - The proposed solution should be capable of reporting on a call's progress thru the system from the point when the system received the call, thru any transfers, until the call has been completed. Additionally the system should be capable of reporting on the number of calls that were either dropped or where the caller hung up without leaving a message.
- System Administration

- The proposed solution should offer a secure, centralized point of administration to administer all locations. The desired system will allow the IT Department to manage most of the required system administration functions for all locations. System administration requirements include:
 - Secure administration for all sites on the network available on the City's LAN with system administrative authorization
 - Ability to run basic diagnostic checks and backups
 - Ability to support remote administration
 - Ability to perform standard software changes (adds, moves, changes)
 - Ability to build/modify stations, trunk groups, trunk routing tables and ACD groups from a Graphical User Interface (GUI)
 - Additional traffic measurement tools with the ability to determine call volume by department
- Training for four department staff members to attend and fully understand the tools and technology to administer proposed system.

A' la Carte Features

- Tele-presence
 - Ability to provide audio and video presence between two or more users
- MS Lync 2010 vs. Cisco Presence
 - Cost increase/decrease to utilize Microsoft Lync 2010 server for presence
- Music On Hold
 - Ability to provide music to callers who are placed in the following call situations:
 - Call is on hold
 - Call is being transferred
 - Call is parked in queue

Additional Services

Additional work above and beyond stated scope of services may, from time to time, be requested by the City. All such additional work must be authorized by the City in writing. For all additional work, vendor is requested to provide a proposal which shall include a breakdown of the hourly rate which will be applicable, in determining the cost of these services, by major category of employee; for these additional services, billing will be broken down into time per category by major task. These fees will be fixed for the initial period of two years, and negotiated thereafter. Prior to accepting an assignment for additional work, you will be requested to provide a proposed fee for the task on a "not to exceed" basis prior to receiving authority to proceed.

SUBMITTAL COVER SHEET

Submit proposal to:

Project Clerk
Information Services Department
CITY OF WINTER SPRINGS
1126 East State Road 434
Winter Springs, Florida 32708
407-327-7574

Proposal Due Date & Time: Wednesday, July 6, 2011 3:00 p.m.

REQUEST FOR PROPOSAL (RFP)
#007/11/JD
VoIP Telephony System

I hereby certify that the information contained herein is true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the City that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the City of Winter Springs.

VENDOR NAME: _____

MAILING ADDRESS: _____

City: _____ State: _____ Zip: _____

Name/Title: _____

Authorized Signature/Date: _____

Email Address: _____

Phone#: () _____ Fax#: () _____

IMPLEMENTATION PLAN

Please provide a detailed work plan including vendor's methodology for implementing the proposed solution on a separate sheet(s) with a Gantt chart. This section should address all key phases including project planning, configuration, testing, rollout and support. A project plan listing tasks, dependencies, owner (vendor or City) and associated labor hours is required. Responses should include implementation plan considerations including estimated time frame and deliverables for various stages of the project. Key areas of interest include testing procedures and project risk mitigation to avoid system downtime.

DISPUTES DISCLOSURE FORM

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? _____ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that the statements contained herein are true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the City that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the City of Winter Springs.

Firm: _____

Name / Title: _____

Authorized Signature / Date: _____

This Form Must Be Completed and Returned with your Submittal

INSURANCE REQUIREMENTS FORM

1. The vendor shall be **required** to provide to the Project Clerk, **prior** to signing a contract for or **commencing** any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Compliance of said certificate must be acknowledged by the Project Clerk prior to start of work. Any work initiated without completion of this requirement shall be unauthorized and the City of Winter Springs will not be responsible.
2. The City of Winter Springs reserves the right to require coverage and limits as considered to be in its best interests. Insurance requirements shall be on a case by case basis determined by the project, conditions and exposure.
3. Except for Professional Liability and Workers Compensation Policies, when required, **all policies are to be endorsed to include the City of Winter Springs as Additional Insured. In the cancellation clause the number "30" shall be inserted** into the blank space provided prior to the words "days prior notice...". All vendor policies are to be considered primary to City coverage and shall not contain co-insurance provisions.
4. In the event that the insurance coverage expires prior to the completion of services, a renewal certificate shall be issued 30 days prior to said expiration date.
5. **Subvendors or sub-contractors** retained by the primary vendor **are the responsibility of said primary vendor** in all respects.
6. Insurance requirements:

COVERAGE REQUIRED	MINIMUM POLICY LIMITS
Workers' Compensation	Statutory
Commercial General <i>Liability including Contractual Liability, Products and Completed Operations, XCU and Owners and Contractors Protective</i>	\$ 1,000,000 Occurrence
Comprehensive Auto Liability, CSL, <i>shall include "any auto"</i>	\$ 1,000,000 CSL
Professional	\$1,000,000 Occurrence

(NOTE: All limits are per occurrence and must include Bodily Injury and Property Damage. Deductibles and self insured retentions must be approved by the City of Winter Springs, and all insurers must have an A.M. Best rating of at least A: VII.)

7. Bonding Required: None This Submittal
8. Vendor will be required to provide a certificate of insurance in compliance with the above, within four (4) days of notification of award with continuing coverage, without a break.
9. I hereby certify that the insurance and bonding requirements outlined above shall be met as required, if I am awarded a contract for the services specified herein.

Firm: _____

Name / Title: _____

Authorized Signature / Date: _____

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FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Winter Springs by:

on behalf of:

whose business address is:

Federal Employer Identification Number (FEIN) _____

or Social Security # of the person signing this statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S., means:

A predecessor or successor of a person convicted of a public entity crime or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of

equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I understand that the submission of this form to the City of Winter Springs is for the City of Winter Springs. I also understand that I am required to inform the City of Winter Springs prior to entering into a contract in excess of \$25,000 of any change in the information contained in this form.

Signature

Date

State of _____, County of _____; On this ____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, personally appeared:

(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this
_____ day of _____ 20_____.

Notary Public

My Commission expires:

_____ Personally Known

_____ Produced Identification:

(Type) _____

_____ Did take an Oath

_____ Did Not take an Oath

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DRUG-FREE WORK PLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm: _____

Name / Title: _____

Authorized Signature / Date: _____

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CONFLICT OF INTEREST STATEMENT

1. _____ of _____ deposes and states that

Name of Affiant

Name of Company

the above named entity is submitting a proposal to the City of Winter Springs for the project identified above.

2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
3. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting qualifications for the same services.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for these services.
7. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or department of the City of Winter Springs.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Winter Springs in writing.

Signature of Affiant

Date

Title

Typed or Printed Name of Affiant

State of _____, County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, personally appeared

_____ and

(Name(s) of individuals who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF _____ NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

This Form Must Be Completed and Returned with your Submittal

