



**PLANT CITY, FLORIDA**

**REQUEST FOR PROPOSALS**

**VOICE OVER INTERNET PROTOCOL (VoIP) PHONE SOLUTION  
RFP 16-98577-01**

**City of Plant City  
Procurement Department  
302 West Reynolds Street  
Plant City, FL 33563  
Phone: 813-659-4270  
[wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com)**

**CITY OF PLANT CITY  
PLANT CITY, FLORIDA  
REQUEST FOR PROPOSALS**

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CITY OF PLANT CITY, FLORIDA  
**REQUEST FOR PROPOSALS**  
**VOICE OVER INTERNET PROTOCOL (VoIP) PHONE SOLUTION**  
**RFP 16-98577-01**

### **Project Summary**

The City of Plant City, Florida, a political subdivision of the State of Florida (City), is requesting proposals from experienced consultants who are interested in providing a Voice over Internet Protocol (VoIP) phone solution that includes services, implementation and transition from the City's current PBX/BCM telephone systems into one unified telephone system. Proposals shall include terms that provide the City with pricing for Materials, Professional Services, Manufacturer's Warranty, Maintenance, Support and License options.

### **Scope of Services**

Provide the professional services to include all work required to perform proposed solution should be broken down between monthly equipment lease costs, monthly services costs, annual costs and costs associated with a 5 year lease. Proposers must respond fully to the questions and form(s) included in this RFP. If you are unable to meet all of these requirements, your response must clearly note and provide an explanation for each deviation. Responses must follow the numbered tabs and questions and forms identified therein. If your response describes services that are under development or in the development process, then projected implementation dates must be clearly specified. Solution must also contain conversion of existing analog lines to Session Initiation Protocol SIP. **The requested services are more fully described in "Section 6 - Scope of Services".**

### **Submittals**

Sealed proposals must be delivered to the City of Plant City Procurement Division, 302 W. Reynolds Street; 3<sup>rd</sup> Floor; Plant City, Florida 33563. **The submittal deadline is, not later than 2:00 p.m., February 18, 2016.**

### **Questions**

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Proposers may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to Proposer questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid. The deadline to submit questions is **February 1, 2016 @ 2:00 p.m.** All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at [wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com).

Buddy Storey  
Procurement Manager

## Section 1 Submittal Delivery

- 1.1 Submittal Location & Deadline. Sealed proposals must be made to the City of Plant City Procurement Division (302 W. Reynolds Street, Plant City, Florida 33563) not later than **2:00 PM on February 18, 2016**. Submittals will be time stamped upon receipt. **Submittals by fax, e-mail, or telephone shall not be accepted. Late submittals shall be rejected.** The City reserves the right to reject any or all submittals at any time and for any reason including submittals that are incomplete, conditional, or deficient in any way, or which contain unsolicited additions/alterations.
- 1.2 Submittal Envelope. Proposers shall submit, five (5) printed sets of each proposal, including one set marked "ORIGINAL" as well as one electronic copy either on CD or a flash drive, containing an original signature, shall be submitted in a sealed envelope or box. The following information must be provided on the outside of the submittal envelope or box.
  - **VOICE OVER INTERNET PROTOCOL (VoIP) PHONE SOLUTION - RFP 16-98577-01**
  - **PROPOSER NAME**
- 1.3 Valid Term of Submittal. Proposals shall be valid for no less than 90 days from the date the City opens the submittals.

## Section 2 Submittal Requirements

- 2.1 Forms. Submittals must include all of the required forms provided in this packet. Submittal forms shall be signed by the Proposer owner or other authorized individual.
- 2.2 Licenses & Certifications. Proposer **shall** include the following with its submittal:
  - a. Photocopy of valid Florida business license.
  - b. Photocopy of valid Florida worker's comp certificate, or photocopy of State certificate of exemption from Worker's Compensation.
  - c. Other Licenses and Certification specific to services requested in this RFP, or as necessary to document qualifications declared in Proposer's proposal.
- 2.3 Proposal Content. Proposals to be organized in Tabs to clearly address the Evaluation Criteria, providing the information described below:

**Tab 1. Executive Summary:** Proposers shall provide an overview of how they will work with the City to provide the required services.

**Tab 2. Similar Experience, Qualifications and Certifications:** Proposer shall provide a history of the Proposer or organization, and demonstrate how their experience makes them qualified for this project. Each Proposer shall provide at least five (5) references, which have the same or similar services for

the past three (3) years. If the Proposer is less than 3 years in existence, references could include similar projects performed by the principal(s) of the Proposer within the last 3 years. In addition to the (5) required references, each proposer shall provide up to (3) former customers who have discontinued services with the Proposer, if applicable. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract with reference
- Brief summary comparing the referenced services to these proposed services

**Tab 3. Project Approach:** Proposers shall describe the approach to accomplish the work herein. This shall include the Project Understanding, Proposed Project Methodology, Approach to Project, and Timeframe for completion.

**Tab 4. Cost Proposal:** Provide a detailed total Cost Proposal for this RFP, including line item pricing for all aspects of the proposed solution. Including materials (hardware and software), professional services, manufacturer's warranty, annual maintenance and license options.

**Tab 5. Other Information:** Provide additional information which will present evaluators with insight about the qualification's, fitness and abilities of Proposer, location of the Proposer's main office and the satellite office from which your work will be performed. Describe the Proposer, including the size, range of activities, and length of time your Proposer has been in business. State your vendor/partner status or level with manufacturer' proposed solution? Please attach copy. Required forms attached hereto may be included in this tab.

**Local Preference.** Local preference is awarded all or none depending on Proposer's location. The City has adopted a local preference policy (Section 2-151 Plant City Code). As part of the RFP evaluation, qualifying Companies will be awarded 1½ points toward their final point total. A Proposer qualifies for award of local preference points if it has met all of the following:

- i. Paid its applicable City business tax for the current year in which this RFP is issued. Companies that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.
- ii. A license issued by the State of Florida allowing it to engage in the business of providing the goods/services requested in this RFP.
- iii. A physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not verifiable and will not be accepted as proof of a physical office location. A Proposer that does not meet all criteria above will not receive 1½ points toward its final point total.

- 2.4 Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, submittal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, submittal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, submittals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor (vendor), supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list. Proposer must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." The required form is contained in Section 6 of this RFP. Failure to submit a completed form may disqualify Proposer's submittal.

### **Section 3 Proposer Responsibilities**

- 3.1 Review Documents. Proposer must review all documents related to this RFP and project. Failure to review all plans, specifications, forms, contracts, addenda, or other documents shall not relieve Proposer from any obligations contained in this RFP or a subsequent contract with the City.
- 3.2 Fill-In Required Forms & Seal Envelope. Proposer must accurately and completely fill-in the response forms included in this RFP "Section 7 - Required Forms." Proposer must submit those forms along with other documents listed in "Section 2 - Submittal Requirements" and elsewhere in this RFP. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the Proposer's submittal.
- 3.3 Certification. Proposals in response to this RFP shall be deemed as Proposer's certification that it has fully considered all factors associated with this RFP, including any addenda.

### **Section 4 City Rights & Procedures**

- 4.1 City Manager. The City Manager or his designee is the City's authorized representative on this project.
- 4.2 Proposal Evaluation.
- a. City will assemble an evaluation committee of City staff to evaluate submittals.
  - b. City may hire consultants to assist with the evaluation of submittals.
  - c. City may require short listed companies to make presentations before the City's evaluation committee.
- 4.3 Evaluation Criteria. The City will evaluate proposals on the following point scales:

### **Proposal Evaluation & Selection**

Proposer submittals will be evaluated and shortlisted for a presentation phase. Submittals for shortlisting described in section 2.3 will be evaluated based on the following criteria and point scale:

Tab 1 – Executive Summary.....	10
Tab 2 - Similar Experience, Qualifications and Certifications.....	25
Tab 3 - Project Approach.....	25
Tab 4 – Cost proposal .....	38.5
Local Preference .....	1.5
Total .....	100

- 4.4 Verification of Proposer’s Capability. The City will verify Proposer’s ability to provide the services specified in this RFP. Verification may include but is not limited to evaluating the Proposer’s:
  - a. Prior experience in the area of services requested.
  - b. Financial resources.
  - c. Licensure and certifications.
  - d. Staff and resources to complete project.
  - e. Background & references.
  
- 4.6 Waiver of Irregularities. The City may waive informalities or irregularities that – in the City’s opinion – do not materially affect a Proposer’s submittal.
  
- 4.7 Award. The City Commission makes the final decision regarding award or rejection of submittals.
  
- 4.8 Notice of Award. Following City Commission action, the Procurement Manager will notify the selected Proposer.
  
- 4.9 Contract Execution. The selected Proposer must sign and return the contract, any required bonds, insurance certificates, letter of credit, and all other required documents within 14 days of receipt. Once the City receives the signed contract and all other required documents back from the Proposer, then the City’s authorized representative will sign the contract.
  
- 4.10 Revocation of Award. If the City discovers that the selected Proposer has misrepresented anything in their submittal or that the Proposer – in the City’s opinion – is no longer reasonably capable of performing the services as proposed, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Procurement Manager will issue the revocation in writing.

## Section 5 General Conditions

- 5.1 Questions. Procurement Manager, Buddy Storey is the designated RFP contact person. Proposer must submit any questions regarding this RFP to the Procurement Manager. **Questions about this RFP must be submitted in writing, via e-mail to [wstorey@plantcity.gov](mailto:wstorey@plantcity.gov), not later than 2:00 p.m. February 1, 2016.** All questions received by the submittal deadline will be addressed via written addendum.

Proposers may rely only on **written** addenda from the Procurement Manager. Verbal and/or written responses given by other City staff in response to a proposer's questions shall **not** be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this RFP or the project described within this RFP.

- 5.2 RFP Interpretations. The City has the right to define and interpret RFP terms, specifications, and conditions.
- 5.3 Contract Documents. The applicable draft agreement for entering into a contract in reference to this RFP is attached hereto. If a proposer is proposing modifications or additional terms and conditions to the contract, then the Proposer shall clearly identify those requested modifications or additional terms and conditions in its submittal. **Contract modification requests submitted after RFP submittals have been received shall not be considered.**
- 5.4 Insurance. Insurance specified in this RFP document and the contract shall conform to and shall be insured by companies meeting the criteria outlined below.
- a. Insurance shall be countersigned by an agent licensed to do business in the State of Florida.
  - b. The surety Proposer must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
  - c. The surety Proposer shall have at least a rating of "A" at a minimum.
  - d. Specific Insurance coverage limits and requirements are detailed in the Draft Contract attached hereto.
- 5.8 Indemnification. Section 1-15, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City will not indemnify Proposer.
- 5.9 RFP Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by any proposer in reviewing, evaluating, preparing, or submittal in response to this RFP.
- 5.9 Legal Requirements. Companies are required to comply with all federal, state, county and local laws, ordinances, rules and regulations that are applicable to the goods/services being solicited in this RFP. A Proposer's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Receipt of a submittal shall constitute a Proposer's understanding, that it is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding will be considered on account of a Proposer's ignorance thereof. **If a Proposer believes provisions in the RFP documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Proposer shall promptly report those provisions in writing to the City.**

- 5.10 Public Records. Proposers understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act.
- 5.11 Executive Orders Nos. 11246 and 11375 Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provisions of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.
- 5.12 Cooperative Procurement Agreement. The City of Plant City is a member of the Government Procurement Council of Hillsborough County in accordance with Chapter 69-1119, Laws of Florida. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this request shall constitute a bid made under the same conditions for the Contract price as this bid to all public entities in Hillsborough County.

The Procurement Departments of each of the following agencies represented will place their own orders as needs and availability of funds dictate:

## GPC LISTING

### **City of Tampa**

Procurement Department  
Tampa Municipal Office Building,  
2<sup>nd</sup> Floor  
306 E. Jackson St.  
Tampa, FL 33602

### **City of Temple Terrace**

P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax

### **Clerk of Circuit Court**

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
www.hillsclerk.com

### **Tampa-Hillsborough County Expressway Authority**

1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax  
Nancy@tampa-xway.com

### **Hillsborough Area Regional Transit Authority**

4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax

### **Hillsborough Co. Aviation Authority**

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
www.tampaairport.com

### **Hillsborough County School Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007

### **Hillsborough Community College**

39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax  
vmelchoir@hcc.fl.us

### **Hillsborough County Board of County Commissioners**

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110,  
Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
www.hillsboroughcounty.org

### **Hillsborough Co. Sheriff's Office**

P.O. Box 3371  
Tampa, FL 33601  
813-247-8033 – Telephone  
813-247-8246 – Fax  
Jshellady@hcsotampa.fl.us

### **State Attorney's Office**

Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax  
Ober\_M@SAO13th.com

### **Tampa Port Authority**

P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax

### **Supervisor of Elections**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
www.votehillsborough.org

### **City of Tampa Housing Auth.**

1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax  
irenew@thafl.com

### **Tampa Sports Authority**

4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax  
jhaugabrook@tampasportsauthority.com

### **Tax Collector**

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
www.hillstax.org

### **The Children's Board of Hills. County**

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
www.childrensboard.org

### **University of South Florida**

Purchasing Services  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 – Telephone  
813-974-5362 – Fax  
gcotter@admin.usf.edu

### **Housing Authority of Plant City**

1306 Larrick Ln.  
Plant City, FL 33563  
813-752-0569

### **Property Appraiser**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
www.hcpafl.org

### **Tampa Palms Community Dev. Dist.**

16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
www.tpoa.net

## Section 6 – Scope of Services

### I. Introduction

The City of Plant City, Florida, is seeking proposals for the acquisition of a turnkey Voice over Internet Protocol (VoIP) phone solution that includes services, implementation and transition from the City's current PBX/BCM telephone systems into one unified telephone system. Proposals shall include terms that provide the City with pricing for Materials, Professional Services, Manufacturer's Warranty, Maintenance and License options.

The proposed solution should be broken down between monthly equipment lease costs, monthly services costs, annual costs and costs associated with a 5 year lease. Please provide our options and terms when the lease expires. Up-front costs such as non-recurring costs must be broken out. Proposals may be submitted for both Hosted VoIP and Managed Hosted VoIP solutions. You must respond fully to the questions and form(s) included in this RFP. If you are unable to meet all of these requirements, your response must clearly note and provide an explanation for each deviation. Responses must follow the numbered tabs and questions and forms identified therein. If your response describes services that are under development or in the development process, then projected implementation dates must be clearly specified. Solution must also contain conversion of existing analog lines to Session Initiation Protocol SIP.

### II. Background

The City of Plant City currently owns, operates and maintains two PBX and seven BCM phone systems with voice mail that serves 20 different departments' throughout the City. The current systems are as follows:

- City Hall/Parks & Rec/ Dort Street/ Water Resource Management/Archives= **Nortel CS1000 w/voicemail**
  - o Isolated and separate VLAN built for the following:
    - IP phones built to multiple locations - Dort Street, WRM
    - 9150 policy switch that provides phones to Parks and Rec Administration
    - ISDN PRI
    - DID Block of 100
- Cemeteries - No PBX or BCM
  - Centranet Access Lines = 3
- Police/General Services = **Nortel CS1000 w/voicemail –E- 911**
  - ISDN PRI
  - DID Block of 100
  - DID Block of 20
- Library = **Nortel-Norstar Plus Compact ICS w/voicemail**
  - Centranet Access Lines = 7
- Fire Station #1 = **Nortel-Norstar M12XO and M8X24-DS w/voicemail**
  - Centranet Access Lines = 12
- Fire Station #2 - No PBX or BCM
  - Centranet Access Lines = 3
- MLK Rec = **Nortel NT7B75AAAG /w voicemail**
  - Centranet Access Line = 3
- Parks and Recreation

- Centranet Access Lines = 3
- Public Works/Solid Waste = **Nortel BCM400 w/ voicemail**
  - Centranet Access Lines = 16
- Stormwater & Traffic = **Nortel BCM50 w/ voicemail**
  - Centranet Access Lines = 8
- Tennis Center - No PBX or BCM
  - Centranet Access Lines = 2
- Utilities Operations = **Nortel BCM50 w/ voicemail**
  - Centranet Access Lines = 12

The City currently has several PRIs that serve incoming and outgoing calls. It is the intent of this project to obtain a new updated unified telephone system that will have the ability to expand with the needs of the City of Plant City and increase the overall functionality, service and communication with the employees and constituents.

### **III. City of Plant City - System Upgrades and Features**

The following is a list of desired system upgrades and features that the City of Plant City would like to see implemented, but not limited to the proposed upgraded system.

- Unified Telecommunications system throughout the City of Plant City
  - 258 Handsets to be used for approximately 20 different departments throughout the city.
  - 35 headsets(Wireless/Wired)
  - 1 Wireless Handset
  - 13 Conference Phones with extended MIC's
  - 30 PC/Softphones that will allow the users to use mobile devices and/or computer devices as their phone.
- Vendor provided hardware less phones should contain redundancy to ports and power supplies.
- Converting our existing DID's into SIP trunks and working with client to determine which analog lines need to remain in place for items such as alarm, fax, and elevator lines.
- Provide redundant failover, preferably three dedicated Internet Access (Phone Communication) lines/circuits at three different locations throughout the city. Police Department, City Hall, and Utilities Operations.
  - Provide a redundant system that can function from any of three different physical locations.
  - In the event that any combination of sites become offline: Provide a backup to contain five analog lines at each of the three redundant sites so that it may function at a minimum level.
- Provide training for staff employees on the new system
- Provide administrative training to managerial staff
- Provide voice mail to targeted phones
- Provide extra voice mailboxes to employees that do not have a physical phone.
- Call recording for 20 lines
- Solution should also have an option to add Video Conferencing at a later time if needed.
- Call Accounting/Reporting for all phones
- Conference calling that will allow 4 or more simultaneous callers to a standard phone
- Conference calling bridge that will allow up to 60 users on a conference call

- This can be configured also to allow simultaneous conference calls to be conducted as long as the number of participants do not go over 60 i.e.: conference call 1 = 20; Conference Call 2 = 10 ; conference call 3 = 5 at the same time.
- Caller ID
- Customizable call forward per phone from 4 to 15 digits to allow employees to forward their phone to either an internal or external number.
- Auto Attendants - 18
- Switch Board located at City Hall and Police Department
- Provide Conference phones at determined locations – These will not have voice mail availability
- Provide Basic Phones that are public facing or in areas that does not require Voicemail – These phones should be able to be configured on how the phone can dial out either only internal extensions within the organization or able to give them access to outside lines.
- All standard phone sets capable of wired or wireless headsets.
  - Provide a list of compatible headsets that can be used with the selected phone.
- 4 Digit Dialing between extensions
- Customizable Last Name/Departmental directory of all system users that the caller can access
- Ability to record a separate temporary outgoing voice mail greeting that automatically stops on a user-determined date/time and reverts back to the “normal” voice mail greeting.
- Ability to transfer a received voice mail message to another party or other parties on the system.
- Users will be able to transfer voice mail messages directly to another person’s voice mail without ringing the other person’s phone
- Group Paging through phone
- Proposed solution should allow paging through existing paging systems that are currently installed:
  - City Hall – Valcom - V-2001A
  - Police Department – Valcom - V-2001A
  - Fire Station 1 – Valcom -V1109RTVA
  - Fire Station 2 – Viking PA-2A
- Transfer back – the ability for callers to be asked to leave a message or be transferred back to the operator or another extension or menu
- The system must include telephones which provide 1GB network pass-through to any PC equipment attached to the phones.
- Power supplies for 60 VoIP POE phones.
- Hosted Solution will be 5-year lease. Please explain our options when the lease ends.
- VoIP solution will use City’s existing HP 2920’s POE switches.
- Test and analysis of existing Ethernet infrastructure in preparation of new system.
- Provide Network Assessment to ensure the current network is suitable for VoIP.
- System must be able to integrate with Police Department’s 911 system. Both the proposed solution and 911 must be able to work together to ensure communication to our 911 dispatch center. Currently 911 center uses Vesta for call taking of both 911 and internal calls.
- Solution should also have an option to add IVR capabilities or be readily configurable to connect to a third party Interactive Voice Response (IVR).
- Well supported and maintained in the marketplace.
- Provide high quality voice and minimal voice latency.
- System should fully support scalability to remove or add without impact.
- Internal calls should intelligently route within the phone LAN and not need to utilize a WAN or external circuit such as SIP.

- Off-site locations that are not connected to the City's network should be able to utilize an Internet connection to allow the phones to connect to the Hosted VoIP solution.
- Proposed system should contain a measure in place to port specific DID's to analog. An example use would be for fax purpose.
  - Please list or describe each requested feature if the proposed system can't provide for that item.

In similar installations, what is the percentage of the proposed hardware uptime and availability?  
 Can you provide documentation to the fact in similar installations, what is the percentage of the proposed circuits uptime and availability?

- Can you provide documentation to the fact?

### **System Installation and documentation**

It is the responsibility of the awarded vendor to conduct a thorough site survey to determine which components may require hardware, and to procure and install all such necessary hardware.

Cabling between all components in the system must be professional-grade shielded cable and connectors, and the use of consumer-grade cable, adapters or connectors is not acceptable. Any custom-soldered cable connections must be professionally shrink-wrapped.

All cabling must be professionally bundled and attached with strain relief. All cabling must be labeled at both ends with matching labels, and the vendor must provide a complete legible schematic in both digital and printed form of all components, locations and cabling.

### **System Acceptance**

Following installation of the Call Center Phone System upgrades, the City of Plant City Project Manager or his/her assignees will work with the Vendor to insure successful acceptance of equipment, installation, design and programming of the upgraded Call Center Phone system.

System acceptance will insure each element of the installed system performs as required by the scope of work and contract and as expected by City staff. Evaluation of system feature performance and system accuracy will be evaluated as a part of the project acceptance in accordance with all applicable standards.

During the system acceptance there will be evaluation of the recent upgrades. The City of Plant City staff will compare data to verify and validate the new system accuracy. During the acceptance process, all cabling should be professionally labeled and identified, neatly bundled with strain relief and clearly listed on all drawings and instructions. The drawings will be verified for accuracy cable by cable with any discrepancies repaired by vendor in timely manner.

### **Project Implementation**

The Successful Proposer(s) shall provide a Project Manager whose responsibilities will include, but not be limited to:

- Being a single point of contact regarding project issues; effecting the necessary coordination among the Successful Proposer(s), any sub-contractor used by the Successful Proposer(s), other suppliers, and the City.
- Providing status reports, as required, to the City about project status, escalation issues, costs, and schedule issues.

### **Equipment Installation**

The Successful Proposer(s) is responsible for all activities necessary for the successful implementation of each site. Additionally, the Successful Proposer(s) is responsible for the removal and disposal of all shipping and packing materials.

### **Proposer Support and Service Requirements**

This part of the proposal reflects planning, engineering, design, implementation, servicing and maintenance support requirements for the proposed services during the length of agreement and / or warranty period. Proposer(s) must attach a copy of the proposed service and maintenance policies and procedures to which the Proposer(s) will adhere during the length of the agreement. The City of Plant City is actively seeking a sole vendor to commit to supporting this project, both operational and technical, for a minimum of 5 years. The sole vendor shall be the same vendor who plans, engineers, designs and implements the project.

The City minimally requires the levels of support in the following primary areas. All Proposer(s) must present their proposed level of support within the areas and requirements presented below. They are:

1. **Operational support** – Proactive and dynamic support of the short and long-term critical operation and maintenance of the Proposer(s) provided upgrades. This includes engineering, design, implementation, troubleshooting, servicing and maintenance. Utilizing ongoing monitoring techniques that will diagnose problems and allow for circumstance sensitive recovery procedures acceptable to the City. Operational support must meet all required service levels as defined, specified and proposed.
2. **Technical support** - Provide ongoing assessment and troubleshooting support of the Proposer(s) upgraded services.

### **Response Time and Service Hours**

1. Proposer(s) shall furnish a service technician to respond to emergency requests within a four hour response time. Proposer(s) shall present procedures for responding to emergencies, including the number of qualified and trained technical staff within the immediate region in direct support of the City. Proposer(s) must acknowledge their clear understanding of the City's requirements and their commitment to meet the same.
2. The successful Proposer(s) must provide around-the-clock service, 24 hours per day/7 days a week/365 days per year, including City weekend and holiday schedules and provide necessary service procedures and qualified personnel available throughout the year in support of the City's Call Center Phone System

### **Performance Guarantee**

Proposer(s) guarantees that services acquired or already in use during the term of the resulting Agreement will:

1. Perform to the City's satisfaction or, at the City's option, will be replaced at no charge to the City. There will be no removal charge on services removed because of nonperformance.
2. Proposer(s) must present their proposed services configuration and contingency plan that will support a "no downtime" scenario.
3. Successful Proposer(s) must identify and present problem resolution and escalation procedures.

### **Ease of Use**

Proposed upgrade services must be secure, simple to access, utilize, and manage.

### **Acceptance**

Acceptance will be defined for the proposal as conversion to the proposed upgraded services, performance of all standard diagnostic tests to insure specified performance and stable operation of all

upgraded services as specified, proposed and accepted. Prior to the execution of the Agreement, the City and selected Proposer(s) will mutually define and develop acceptance criteria for specific proposed Systems/Services/Solutions that, at a minimum, meet industry accepted standards in support of City specified, desire, and contracted for functionality.

**Delivery and Installation**

Proposed upgraded services must be completely provided and installed by the successful Proposer(s).

Proposer(s) must specify time required for complete upgraded services conversion, testing and acceptance.

Proposed upgraded services must conform to all applicable Federal, state, regional, local, and industry codes.

- Proposed upgraded services must conform to all Federal, State and Local codes and regulations, pertaining to services and installation.

**Section 7 - Required Forms**

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**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL PROPOSERS:**

Proposer Name: \_\_\_\_\_

NOTE: PROPOSER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

<p><u>EMERGENCY CONTACT</u></p> <p>Emergency Contact Person: _____</p> <p>Telephone Number: _____ Cell Phone Number: _____</p>
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**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 with Bid, Submittal, or Contract No. \_\_\_\_\_  
for \_\_\_\_\_  
[print name of the public entity]

2. This sworn statement is submitted by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of any business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Submittal or contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, 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 of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. Predecessor or successor of a person convicted of a public entity crime; or
- b. 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.
- c. 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 for 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the statement that applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Proposer or Vendor (Proposer) nor any affiliate of the Proposer or Vendor (Proposer) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies).

\_\_\_\_\_ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

\_\_\_\_\_  
[Signature] [Date]

STATE OF FLORIDA \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first \_\_\_\_\_

\_\_\_\_\_ being sworn by me, affixed his/her signature in the space  
[Name]

provided above on this day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public My commission expires \_\_\_\_\_

**VOICE OVER INTERNET PROTOCOL (VoIP) PHONE SOLUTION  
EQUIPMENT AND SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Plant City (“City”) and \_\_\_\_\_ (“Company”), whose address is \_\_\_\_\_.

WHEREAS, City desires to retain Company to provide voice over internet protocol (VoIP) phone solution that includes services, implementation and transition from the City’s existing PBX/BCM telephone system into one unified telephone system, as described herein; and

WHEREAS, Company represents that Company is qualified, willing and able to perform this contract according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for Company to provide voice over internet protocol (VoIP) phone solution that includes services, implementation and transition from the City’s existing PBX/BCM telephone system into one unified telephone system to City described in the Request for Proposal No. 16-98577-01 for the rates described in their submitted Proposal Form, which is attached as Exhibit A. This agreement includes a five year lease of equipment and the maintenance and support of said equipment by Company, and all necessary licenses to use said equipment.

The terms of the Request for Proposal and Company’s Proposal Form are incorporated herein by this reference. Notwithstanding, no deviations in Company’s Proposal form from the Request for Proposal or other Contract documents prepared by City shall be incorporated herein unless expressly provided in this Contract. Any conflict with Company’s Proposal Form and the Request for Proposal and other contract documents prepared by City shall be construed in favor of the contract documents prepared by City.

2. COMMENCEMENT AND TERM. This agreement shall commence on May 1, 2016. Upon delivery of the leased equipment as described in Exhibit A, the maintenance and support of said equipment shall continue for five years from the date of delivery, unless extended by the City Manager or terminated as provided in paragraph 6 herein.

3. PAYMENTS TO COMPANY. All payments shall be made within thirty (30) days after receipt of invoice(s) that shall conform to City’s accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

4. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require Company to gain entry using established alarm procedures or by using keys/striker cards. Company's employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in City's facilities.

5. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement (including but not limited to changes in the services to be performed by Company pursuant to the Request for Proposal and Company's Proposal Form and increases or decreases in Company's compensation) must be agreed to in writing and signed by both parties in order to be effective.

6. TERMINATION.

A. If City materially breaches this Agreement, Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against City, including incidental and consequential damages. Company shall give written notice to City of any alleged breach and City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If Company materially breaches this Agreement, City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. City shall give written notice to Company of any alleged breach and Company shall have ten (10) days from the date of such notice in which to cure the breach before City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, this Agreement is subject to appropriation each year by the City. If the City fails to appropriate funds for the payments required by this Agreement during any fiscal year that this Agreement is in effect, this Agreement shall be terminated on September 30<sup>th</sup> of the year for which funds have been previously appropriated ("appropriation period"). In such event, City shall notify Company and the City shall be responsible for all charges and obligations under this Agreement incurred through the end of the appropriation period, including return of equipment.

7. CONSTRUCTION. This agreement shall be governed by the laws, rules and regulations of the State of Florida.

8. PUBLIC RECORDS. Company shall comply with the applicable requirements of Florida's Public Records law. In accordance with Section 119.0701,

Florida Statutes, Company shall (a) keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology system of City.

9. WARRANTY. All leased equipment shall have a manufacturer's warranty as described in Exhibit B. Company warrants that Company has provided the City all necessary licenses to use said leased equipment. Company further warrants that the leased equipment meets the requirements as stated in Request for Proposal No. 16-98577-01 and that all persons providing maintenance and support services shall be knowledgeable and competent to perform the services.

10. INDEMNIFICATION. Company shall be liable for, and shall indemnify, defend and hold City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys' fees, arising out of any negligent acts or breach of this Agreement by Company, its agents and employees.

11. LAWS, ORDINANCES. Company shall observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations that would apply to this contract.

12. PERMITS, FEES, TAXES, LICENSES. Company shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.

13. STATEMENT OF ASSURANCE. During the performance of this Agreement, Company assures City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

14. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

By execution of this agreement, Company assures City that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members, or any agents who are active in management are convicted of a public entity crime, the Consultant shall immediately notify City.

15. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of Company to City is that of an independent contractor.

17. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

18. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr  
City Manager  
City of Plant City  
302 West Reynolds Street  
Plant City, FL 33563

With a copy to:

Kenneth W. Buchman, Esquire  
City Attorney  
City of Plant City  
302 West Reynolds Street  
Plant City, Florida 33563

Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

19. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Company to any third party without the prior written consent of City.

20. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties.

22. CAPTIONS. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: \_\_\_\_\_  
Michael Herr  
City Manager

ATTEST:

\_\_\_\_\_  
Kerri J. Miller  
City Clerk

Approved as form and correctness:

\_\_\_\_\_  
Kenneth W. Buchman  
City Attorney

Witnesses:

Company:

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Exhibit A  
Company's Proposal Form

Exhibit B  
Manufacturer's Warranty