



**REQUEST FOR PROPOSAL RFP No. 2014-008**

**Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System**

**REQUEST FOR PROPOSAL TENTATIVE SCHEDULE**

The dates listed below are tentative and may be subject to change.

**RFP No.:**

**2014-008**

**TITLE:**

**Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System**

**RELEASED:**

**Friday, October 24, 2014**

**DEADLINE FOR QUESTIONS:**

**3:00 PM EST, November 14, 2014**

**RESPONSE TO QUESTIONS:**

**Friday, November 21, 2014**

**DUE DATE:**

**3:00 PM EST, Monday, December 1, 2014**

**NOTICE TO PROSPECTIVE PROPOSERS**

**DUE DATE AND # OF ORIGINALS:**

Responses are due: **3:00 PM EST, Monday, December 1, 2014**

Provide ten (10) complete proposals and two (2) electronic (PDF or Word) true and exact copies on CD ROMs

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES.**

**PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

<b>TOWN OF SURFSIDE</b>
<b>OFFICE OF THE TOWN CLERK</b>
<b>SANDRA NOVOA, CMC</b>
<b>9293 HARDING AVENUE</b>
<b>SURFSIDE, FLORIDA 33154</b>
<b>RFP No. 2014 - 008</b> <b>Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System</b>

**QUESTIONS:**

Any questions are to be submitted via email [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov) by no later than **3:00 PM EST, Friday, November 14, 2014.**

## PUBLIC NOTICE TO TELECOMMUNICATION VENDORS

NOTICE IS HEREBY GIVEN that the TOWN OF SURFSIDE is seeking qualifications for the following:

### REQUEST FOR PROPOSALS NO. 2014-008

#### Professional Telecommunication Vendor Services

Notice is hereby given that the Town of Surfside (TOWN) is seeking qualified telecommunication Vendors (VENDOR). Sealed submittals will be received by the Town Clerk until **December 1, 2014 at Town of Surfside, Town Hall located at 9293 Harding Avenue, Commission Chambers, Surfside Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

The envelope containing the seal submittal must be clearly marked:

### “SEALED PROPOSALS”

**RFP No. 2014-008 Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System**  
**OPENING DATE AND TIME: December 1, 2014 at 3:00 PM EST**

The TOWN seeks a VENDOR that can provide a managed VOIP system. This system will replace the current managed VOIP telecommunications systems used at TOWN facilities and must be capable of meeting any anticipated growth. The TOWN requires a VOIP system that provides four-digit dialing between Town Hall and the Community Center, a centralized voice mail system that can be used transparently by both locations, a call manager capability, a record and store capability, the ability for both locations to appear to be part of a single phone system, and an automatic underlying failover network with multiple carriers.

The TOWN reserves the right to accept no late submissions. In addition, the TOWN reserves the right to reject any or all submittals, with or without cause, and to waive technical errors and informalities, and to accept the submittal which best serves the interest and represents the best value to the TOWN.

Thus, the contract will be awarded by the TOWN to the VENDOR whose proposal best serves the interests of, and represents the best value to the TOWN in accordance with the criteria set forth in the attached RFP and contract.

Any questions regarding **RFP No. 2014-008 Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System** are to be directed in writing to Sandra Novoa, C.M.C, Town Clerk, at the following address: 9293 Harding Avenue, Second Floor, Surfside, Florida 33154. Alternatively, any questions may be sent via email to: [snovoa@TOWNofsurfsidefl.gov](mailto:snovoa@TOWNofsurfsidefl.gov). All questions or clarifications concerning the proposal specifications must be received by Sandra Novoa, C.M.C. Town Clerk, no later than seven (7) calendar days prior to the bid proposal opening date.

**RFP packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 at no cost, and are also available at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov). For further information, please contact Sandra Novoa, CMC, Town Clerk, at 305-861-4863 Ext. 226.**

**Town Commission Meeting**

The awarded VENDOR will be required to appear before the Town Commission to answer questions about their proposed solution or submittal package.

**Contract Cost**

The TOWN requires an all-inclusive contract cost for all functions and duties generally required and as outlined in this RFP, including but not limited to, software, hardware, labor, meetings, applicable taxes, designing, implementation, customization, licensing and training, etc.

**System Design Costs**

The successful VENDOR shall be responsible for all design, information gathering, and required programming and configuration to achieve a successful implementation.

**Additional Charges**

No additional charges, other than those listed on the pricing forms shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, meetings, training, applicable taxes, and VENDOR travel charges.

**Purchase Quantities**

The TOWN reserves the right to purchase any software option bid presented without altering the unit purchase price upon award and throughout the contract period.

**Preparation of Proposals**

Proposals shall be prepared in accordance with the proposal response format in Section IV of the Scope of Services and Sections VI-IX. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Discrepancies may be waived when deemed in the TOWN's best interest. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the VENDOR. Neither the TOWN nor its employees or representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the VENDOR(s) to determine the full extent of the exposures.

In addition, VENDOR will receive no reimbursement for its expenses in preparing a submittal, or travel expenses to visit the site or if the TOWN requests additional written information or oral presentations. The TOWN shall not be liable for any costs, fees, or expenses incurred by any VENDOR in responding to this RFP, or subsequent inquiries or presentations relating to its response.

**List of Town Administrators**

<b>1.</b>	<b>TOWN MANAGER</b>
	<b>Michael Crotty, Town Manager</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>
<b>2.</b>	<b>FINANCE DIRECTOR</b>
	<b>Don Nelson</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>
<b>3.</b>	<b>TOWN CLERK</b>
	<b>Sandra Novoa, CMC</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>

**TOWN OF SURFSIDE, FLORIDA  
REQUEST FOR PROPOSALS NO. 2014-008**

**Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System**

**SECTION 1 - GENERAL PROJECT OVERVIEW**

The TOWN is requesting proposals from qualified VENDORS interested in providing a Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System.

In general, the TOWN seeks a qualified VENDOR that can provide a Turnkey VOIP system that is completely managed offsite. This system will replace the current managed offsite telecommunications systems used at TOWN facilities and must be capable of meeting any anticipated growth. The TOWN requires a VOIP system that provides four-digit dialing between Town Hall and the Community Center, a centralized voice mail system that can be used transparently by both locations, a call manager capability, a record and store capability and the ability for both locations to appear to be part of a single phone system. The TOWN will be using the existing equipment and expects the proposed phone system to be compatible with existing phones and switches. The equipment the TOWN currently has is only three years old. **THE TOWN DOES NOT EXPECT TO PURCHASE ANY EQUIPMENT FOR THIS PROJECT** (see Equipment List in Section 4.2.1, Appendix A, "Scope of Work").

VENDOR(s) should possess and use their knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed the TOWN's requirements. Preference will be given to the VENDOR that provides a comprehensive, cost effective solution answering the TOWN's project specifications, requirements, and ongoing service and support. VENDOR must demonstrate evidence of at least 10 years providing telecommunication services, with majority of those years being in the technology of managed hosted VOIP installations. VENDOR must provide history of local government installations with customer references. No less than a minimum of five similar installations with three (3) being in the State of Florida. All hosted solutions must be maintained at a secured datacenter, preferably in the Tri-County (Miami-Dade, Broward or Palm Beach) area.

Factors to be considered shall be based on, but not limited to the following:

1. Price, net first-year cost to the TOWN.
2. Price, net ongoing costs for 3 years to the TOWN.
3. Ability to provide a highly reliable and available VOIP network-based telecommunications solution set.
4. Redundant underlying networks of service providers with automatic failover.
5. Quality of Service monitoring.
6. Voice Messaging: Scalable, cost-effective voice messaging solution that supports industry standards.
7. System Administration: Maximum flexibility for rapid, efficient, and cost-effective configuration changes, affecting personnel and associated VOIP telephone equipment through a standard browser-based interface.
8. Interviews with entities currently using vendor's product.
9. VENDOR Support/Service Capabilities: Remote serviceability, technical support of the entire VOIP communications system, applications, telecom carrier provisioning and ongoing carrier coordination, vendor reputation.
10. Ability to provide support with availability of service on a 24/7 basis.
11. Scalability: Modular, cost-effective growth in both VOIP phones and applications over the next five years.
12. Adherence to specifications and requirements.

**SECTION 2 - BACKGROUND**

The TOWN’s Information Technology Department, provides support to all Departments through a team of professional staff, a comprehensive internal network system, and the related hardware and software necessary to meet the objectives of the all departments within the TOWN. The TOWN currently has two buildings (Town Hall and Community Center) that will be served by the VOIP phone system. The two buildings are adjacent to each other and approximately 300 yards apart. The buildings are separated by Collins Avenue, a major thoroughfare in Miami-Dade County. The Police Departments is located in Town Hall and interfaces with the 911 equipment in Police dispatch. Post disaster Emergency Operation Center functions for the TOWN are conducted from the City of North Miami EOC facility. Generators are tested at Town Hall building on a set schedule. The TOWN has wireless access available to selected personnel only. The number of users (seats) and services required are as follows:

<b>QTY</b>	<b>Description</b>
<b>Enterprise Hosted Simple</b>	
65	Executive Unlimited Seat
6	Executive Extension Seat
4	Auto Attendant Unlimited
<b>Enterprise Add-Ons</b>	
1	Music On Hold
4	Hunt Group
4	Hunt Group Extension
1	Call Park/Pickup
2	Virtual Fax (500 pg)
2	Call Recording Basic
2	3.0Mbps/3.0Mbps (T1s)
<b>Analog Lines</b>	
9	Business Value Plan Analog Lines

**SECTION 3 - OBJECTIVE**

The TOWN’s main objective is to obtain a robust VOIP Turnkey managed telephone system, with modern capabilities, providing a seamless transition from the existing phone systems to the new proposed system. The TOWN is interested in deploying a “best-of-breed” solution from a qualified VENDOR. This will be a 3-year contract with additional one year renewals at the TOWN’s discretion. VENDOR to provide a breakdown of all proposed solutions with financial impact.

Main objectives are:

1. Lowering costs.
2. Providing a capability to easily manage adds, changes, & deletes by Town IT staff
3. Providing a range of suitable instruments for Town personnel
4. Allow for an efficient service, support and delivery system for equipment, network and administration (billing, traffic analysis, etc.).
5. Utilization of existing equipment.
6. Automatic failover when primary carrier is down or network is down.

Include all hardware, material, cabling, software, installation, maintenance, permits, etc. costs if needed for this project.



## 1. **TERMS AND CONDITIONS**

### a. **RFP Documents.**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided for herein. The TOWN reserves the right to reject Proposals not submitted on the prescribed Proposal Forms and format. By submitting a Proposal, the VENDOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the VENDOR.

### b. **Taxes.**

The VENDOR shall not be entitled to the TOWN's tax exempt benefits.

### c. **Additional Terms and Conditions.**

No additional terms and conditions submitted by the VENDOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

### d. **Interpretations and Inquiries.** All VENDORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the TOWN no later than 3:00 PM, local time, on **Friday, November 14, 2014**. Written inquiries shall be addressed to:

Sandra Novoa, CMC  
Town of Surfside  
[snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)  
Fax No. (305) 861-1302

Submission of a Proposal will serve as prima facie evidence that the VENDOR has examined the RFP and AGREEMENT and is fully aware of all conditions affecting the provision of Services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the TOWN to all VENDORS. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the VENDOR by the TOWN may be relied upon.

### e. **Verbal Agreements.**

No verbal agreement or conversation with any officer, agent, or employee of the TOWN, either before during or after execution of the AGREEMENT, shall affect or modify any of the terms or obligations contained in the AGREEMENT. Any such verbal AGREEMENT or conversation shall be considered as unofficial information and in no way binding upon the TOWN or the VENDOR.

f. **No Contingency Fees.**

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

g. **Independence Affidavit.**

On Appendix D the “*Independence Affidavit*” is provided herein of this RFP. The VENDOR shall list, and describe any relationships, professional, financial or otherwise, that it may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the VENDOR shall give the TOWN written notice of any other relationships, professional, financial or otherwise, that it enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the AGREEMENT.

h. **Disqualification of VENDOR.**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a VENDOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such VENDOR is believed to be involved.

i. **Assignment; Non-transferability of Proposal.**

Proposals shall not be assigned or transferred. A VENDOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an AGREEMENT, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of VENDOR, or the sale of a controlling interest in the VENDOR, or any similar transaction, VENDOR shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the TOWN's sole discretion.

j. **Advertising.**

In submitting a Proposal, VENDOR agrees not to use the results therefrom as a part of any Advertising or VENDOR sponsored publicity without the express written approval of the Town Manager or designee.

k. **Withdrawal or Revision of Proposal Prior to and After Opening.**

A VENDOR shall not withdraw, modify or correct a Proposal after it has been deposited with the TOWN. The withdrawal, modification or correction of a Proposal after it has been deposited with the TOWN shall constitute a breach by the VENDOR.

1. **Execute Agreement.**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final AGREEMENT between the TOWN and the successful VENDOR. The order of precedence will be the AGREEMENT, *Scope of Services (Appendix A)*, *Pricing and Contract Conditions (Appendix B)*, the RFP Documents, the VENDOR's Proposal & Response and general law. Any and all legal action necessary to interpret or enforce the AGREEMENT will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

m. **TOWN'S Exclusive Rights.** The TOWN reserves the exclusive rights to:

- Waive any deficiency or irregularity in the selection process;
- Accept or reject any or all qualifications statements in part or in whole;
- Request additional information as appropriate; and,
- Reject any or all proposals if found by the Town Commission not to be in the best interest of the TOWN.

In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal for the Services, all VENDORS acknowledge and agree that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

n. **Addenda.**

The TOWN reserves the right to issue addenda. It is the responsibility of each VENDOR to verify that it has received all addenda issued before depositing the Proposal with the TOWN.

o. **Review of the RFP Documents.**

By the submission of a Proposal to do the Work, the VENDOR certifies that a careful review of the RFP documents has taken place and that the VENDOR is fully informed and understands the requirements of the RFP documents and the quality and quantity of Service to be performed.

p. **Adjustment/Changes/Deviations.**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

q. **Subcontracting.**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the Term of this AGREEMENT, other than those submitted in the Proposal, a supplemental list of subcontractors shall be provided to the Town Manager and are subject to his approval.

r. **Public Entities Crime.**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted VENDOR list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth 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 submitting a response to this RFP, VENDOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this AGREEMENT for the VOIP System. In addition, VENDOR shall include the *Sworn Statement Public Entity Crimes* as set forth in Appendix E provided in this RFP.

- s. **Non-Collusion Affidavit**. The VENDOR shall include the *Non-Collusion Affidavit* as set forth in Appendix G provided in this RFP. VENDOR's failure to include the affidavit shall result in disqualification.

## **2. QUESTIONS REGARDING RFP**

If any VENDOR contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, VENDOR must submit to the TOWN a written request for an interpretation thereof. VENDOR will be responsible for its prompt delivery. Any interpretation will be made only by written addendum. Failure on the part of the VENDOR to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal or change order if awarded. VENDOR will acknowledge receipt of each addendum issued by stating so in his/her proposal or considered waived. No oral explanation or instruction of any kind or nature whatsoever will be given before the award of a contract to a VENDOR.

Changes, if any, to the Scope of the Services or proposal procedures will be transmitted only by written addendum. Any questions are to be submitted via email to [snovoa@townofsurfsidefl.org](mailto:snovoa@townofsurfsidefl.org) by no later than **Friday, November 14, 2014 at 3:00 PM EST**.

## **3. CONTRACT TERM**

- a. **Term**. The AGREEMENT shall become effective on the date that is it is signed by the TOWN or the VENDOR, whichever is later and shall be for the duration of three (3) year(s) (Term). At the end of the Term, the AGREEMENT is automatically terminated. However, TOWN, at its sole discretion, reserves the right to exercise an option to renew this AGREEMENT for an additional one (1) year (a "Renewal Term"). If so, TOWN will notify VENDOR 45 days prior to the expiration of the AGREEMENT of its intent to the first renewal option. If the TOWN opts to extend for one year, at the end of the Renewal Term, the AGREEMENT will automatically terminate. However, TOWN will have another one (1) year Renewal Option ("2<sup>nd</sup> Renewal Term"). If so, TOWN will notify VENDOR 45 days prior to the expiration of the AGREEMENT of its intent for the second renewal option. During the Term, Renewal Term, and 2<sup>nd</sup> Renewal Term, the prices for the Services of this AGREEMENT shall remain fixed. At the end of the 2<sup>nd</sup> Renewal Term, the AGREEMENT will automatically terminate unless the TOWN and VENDOR enter into a new AGREEMENT or another extension.

## **4. GRANT OF LEASE**

- a. **License**. VENDOR agrees to provide the TOWN with licensed Software System and Documentation in accordance with the provisions contained within this AGREEMENT.
- b. **Use of License**. VENDOR grants the TOWN a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software System and Documentation in accordance with the terms of this AGREEMENT.

**5. CONE OF SILENCE**

Pursuant to Chapter 3 of Town of Surfside Code Section 3-17, the provisions of Section 2-11.1(t), "Cone of Silence," of the Miami-Dade County Code shall not apply to the TOWN.

**6. SCOPE OF WORK.** See “*Scope of Work*” and all Services to be performed in RFP No. 2014-008 outlined in Appendix A.

**7. PRICING and COST TERM**

The VENDOR’s proposal cost submission shall be valid until such time as Town Commission awards a contract as a result of this RFP. The total compensation for the development and maintenance of the Turnkey VOIP System shall be as set forth in Appendix B, “*Pricing and Contract Conditions*”.

**8. SUPPORT AND MAINTENANCE SERVICES**

VENDOR shall provide the TOWN with technical support and maintenance Services in the manner outlined in Appendix A, "Scope of Services" throughout the term of this AGREEMENT, including any options or extensions exercised by the TOWN.

**9. NOTICE REQUIREMENT**

All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

<b>To the TOWN:</b>	Michael P. Crotty TOWN Manager TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 731-3914	<b>With a copy to:</b> David Allen Police Chief TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 335-6696 david.allen@TOWNofsurfsidefl.gov
<b>To the VENDOR:</b>	VENDOR Telecom System Attn: NAME [Address] Tel# Email	

**SECTION IV – SCOPE OF SERVICES.** See Appendix A.

**SECTION V – PRICING AND CONTRACT CONDITIONS.** See Appendix B.

**SECTION VI – PROPOSALS**

The following must be submitted in the proposal:

**6.1 Corporate Description.** Provide a complete corporate history and background.

**6.2 Reliability.**

In the most objective and statistically accurate manner, describe the reliability of the equipment and or network topology being proposed. Focus on the VENDOR's ability to provide a system with an uptime of 99.99%, multiple underlying networks, network redundancy and quality of service monitoring. To help our understanding, please provide applicable network diagrams of the proposed system.

In a similar manner as described above, provide relevant information describing the VENDOR's historical and current system reliability measurements. Reliability is defined for the purposes of this RFP as the network's ability to place calls and manage congestion such that the network can achieve optimum throughput.

**6.3 Service.**

Describe the current system and methodologies that will be utilized in order to provide both service and support should the VENDOR be selected to provide VOIP service. Include a list, with contact information, of at least 5 entities utilizing your proposed system. Governmental entities of a similar or larger size as the TOWN are preferable.

**6.4 Network Management.**

Provide a full and complete description of VENDOR's VOIP monitoring and management systems. This shall include, but may not necessarily be limited to, type of system(s), staffing, network problems and outage tracking capabilities. Provide any information about other aspects of the VENDOR's management service, such as monthly trend analysis and service level performance statistics that is relevant, and address this need.

**6.5 Billing Services.**

The VENDOR shall describe the billing system and services, i.e. any/all expense management techniques or services that its billing system provides that will enable the TOWN to track usage and evaluate rate plan optimization. The TOWN requests the option to implement rules on usage at the user level. The VENDOR is required to provide a billing sample in paper form, CD and web access (if available), with the proposal.

**6.6 Ordering and Provisioning.**

Provide a complete description of proposed equipment fulfillment and service ordering system to be used in support of the TOWN. The proposal shall include a description of how the following will be provided:

1. Procedures and safeguards against fraudulent orders and usage.
2. The ordering process. The TOWN prefers this capability to be an electronic and web enabled service.
3. Telephone number portability (LNP); please describe the process for managing the conversion process.
4. Any or all additional services, i.e. terms of equipment demos, temporary use plans, and access to information regarding various types of equipment.
5. Training or other services that will provide users with the knowledge of equipment being used.

**6.7 Equipment.**

The TOWN expects to utilize the following equipment with the proposed system. If the equipment is NOT compatible with the proposed system, please provide a complete and detailed description of phones, software, network equipment, and accessories. The current phone equipment is listed below.

Town Hall  
Net gear FS750T2 (2)

Community Center  
Cisco SF300-24  
Cisco SF100-24

Phones (All phones are using power adapters, no PoE)  
Polycom Sound Point IP 7000  
Polycom Sound Point IP 550  
Polycom Sound Point IP 650

### **6.8 Access and Interoperability.**

The TOWN is interested in technology that will enable users to easily move VOIP phones from one location to another.

1. Describe any service and attendant technologies that the VENDOR offers that addresses this need.
2. Describe how your system integrates with Exchange 2010 and/or Outlook 2010 or any subsequent upgrade.

### **6.9 Disaster Recovery, Failover and Backup.**

Provide a complete and detailed description of the VENDOR's current and/or planned (with effective dates) emergency preparedness plans and/ or multiple underlying networks. The TOWN expects the system to be operational and back online within 15 minutes of any downtime event. Please elaborate on the following:

1. List multiple underlying network providers and system in place to automatically failover if one service provider goes down.
2. Describe network redundancy and failover procedures.
3. The network must be able to withstand and/or provide alternative network services in the event of a natural disaster.
4. Plans to remediate any particular location disruption, i.e. site redundancy.

### **6.10 Data Access and Service.**

Provide a detailed description of the VENDOR's networks data technology throughput and bandwidth capabilities.

### **6.11 Implementation Plan.**

Provide a description of the approach the VENDOR would use for the conversion process. Responses should include, but not necessarily be limited to:

1. Project timelines.
2. Security: Explain security features inherent to the product being proposed.
3. Reliability: Explain design to ensure 100% uptime (Public Safety) i.e. dual circuits, etc.
4. Transfer of service to include porting phone numbers from current systems.
5. Installation/Implementation costs.
6. Provide a description of the TOWN's responsibilities.

## **SECTION VII – SUBMITTAL REQUIREMENTS**

### **7.1 Requirements**

Any applicant wishing to provide the Services described in this RFP must submit ten (10) complete proposals and two (2) electronic (PDF or Word) true and exact copies on CD ROMs with the information required as described in this RFP, including the information detailed in this section.

1. Name, address and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of persons having financial interest in the firm.

A list of all project (including government projects) completed or in process for the past 10 years with majority of those years being in the technology of managed hosted VOIP installations. VENDOR must provide history of local government installations with customer references. No less than a minimum of five similar installations with three (3) being in the State of Florida. VENDOR must provide corresponding list of client references with contact names and telephone numbers.

2. Proof of authorization to transact business in Florida from the Florida Secretary of State.
3. Appropriate current Federal 254 and 255 forms showing the firm data and supporting the firm's ability to perform each category of work described. (**Note:** These forms will not be counted as part of the ten page maximum).
4. The name, title, qualifications, experience, and all contact information of the proposed contact person.
5. A listing of the proposed personnel to be assigned to the TOWN's various potential projects, including their qualifications and experience.
6. Sworn statement pursuant to Section 287.133(3) (A), Florida Statutes, on *Public Entity Crime*, a copy of which is attached as Appendix F.
7. *Non-collusive Affidavit*, a copy of which as Appendix G.
8. A list of documented downtime in the past three years must be included. List to include:
  - a. Time of day downtime occurred.
  - b. Duration of downtime.
  - c. Issue causing the downtime.
  - d. Resolution of issue.
9. VENDOR must provide a detailed description of the following items:
  - a. Redundant underlying service carrier network.
  - b. Redundant back-end network.
  - c. Failover process for both the back-end network and service carriers.

## 7.2 Proposal Evaluation and Award Criteria

VENDOR Company Background: 10%

Related Project Experience: 20%

Cost of Solution: 30%

Satisfaction of Functional Technical Requirements: 40%



**SECTION VIII - SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES**

- 8.0** The Award of the Contract will be to the entity the TOWN believes is the lowest, Responsive and Responsible Vendor, and whose qualifications indicate the Award will be in the best interest of the TOWN and most advantageous to the TOWN taking into account the evaluation criteria set forth above in Section 7.2 and whose Proposal complies with the requirements of the RFP. In no case will the Award be made until all necessary investigations have been made into the responsibility of the VENDOR and the Town Manager is satisfied that the VENDOR is qualified to do the Work and has the necessary organization, capital and equipment to carry out the Work in the specified time frames.
- 8.1** If the TOWN accepts a Proposal, the TOWN will provide a written notice of Award to the lowest, Responsive and Responsible VENDOR, who meets the criteria of Section 7.2 and the TOWN may negotiate part of a contract or to make minor modifications during the agreement process.
- 8.2** If the successful VENDOR to whom a Contract is awarded forfeits the Award by failing to execute the AGREEMENT, the TOWN may, at the TOWN's sole option, award the Contract to the next lowest, Responsive and Responsible VENDORS or reject all Proposals or re-advertise for the Work and Services.
- 8.3** The TOWN will select the most qualified VENDOR whose proposal best serves the interests of and represents the best value to the TOWN. The TOWN will act, at its sole discretion, in what it considers to be in the best interest of the TOWN. In addition to 7.2, the TOWN will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the TOWN deems pertinent and will select the VENDOR that it deems to be most qualified. The TOWN will be the sole judge in determining the most qualified VENDOR or VENDORS in accordance with the criteria set forth herein.
- 8.4** Any protests or objections to the TOWN's RFP or the selection of the VENDOR or any of the TOWN's recommendation for an Award in response to this RFP shall be filed with the Town Clerk at 9293 Harding Avenue, Surfside, FL 33154 and mailed by the protesting VENDOR to all participants in the competitive process within seven days of the TOWN's recommendation for an award or the TOWN's actual award, whichever comes first pursuant to TOWN's Ordinance Section 3-15 (Ord. No.06-1467). Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check to reimburse the TOWN for all administrative costs associated with the appeal process. Any grounds not stated shall be deemed waived.
- 8.5** If the TOWN and selected VENDOR are unable to negotiate a mutually acceptable AGREEMENT, the TOWN may terminate the Contract negotiations and begin negotiations with the other qualified VENDORS. This process may continue until an AGREEMENT has been executed or all Proposals have been rejected. No VENDORS shall have any rights in the subject project or against the TOWN arising from such negotiations.
- 8.6** An AGREEMENT will be negotiated and executed between the selected VENDOR and the TOWN. The successful operation of this Contract requires that the selected VENDOR acts in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

**SECTION IX - INSTRUCTIONS**

Careful attention must be given to all requested items contained in this RFP. VENDORS are required to submit Proposals in accordance with the instructions detailed on the cover of this RFP and Section 9.3.

**PLEASE READ THE ENTIRE SOLICITATION BEFORE  
SUBMITTING A PROPOSAL.**

VENDORS shall make the necessary entry in all blanks provided for the responses.

The entire set of documents, together with all attachments hereto, constitutes the RFP. Each VENDOR must return these documents with all information necessary for the TOWN to properly analyze the response in total and in the same order in which it was issued. VENDOR's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All responses to this RFP shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

VENDORS shall provide a response to each requirement of the RFP. Proposals shall be prepared in a concise manner with an emphasis on completeness and clarity.

**9.0 CHANGES/ALTERATIONS**

VENDORS may change or withdraw a response at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

**9.1 DISCREPANCIES, ERRORS, AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to Sandra Novoa, C.M.C., Town Clerk. Should it be necessary, a written addendum will be incorporated to the RFP. It is the VENDOR's responsibility to request copies of any addendum prior to submitting its Proposal. The TOWN will NOT be responsible for any oral instructions, clarifications, or other communications.

**9.2 DISQUALIFICATION**

The TOWN reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the VENDORS. The TOWN also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone AT ANY TIME DURING THE PROPOSAL PROCESS; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

**9.3 SUBMISSION RECEIPT/WITHDRAWAL**

**9.3.1** Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The VENDORS shall file all documents necessary to support its response and shall include them with its Proposal. Each VENDOR shall be responsible for the actual delivery of responses no later than 3:00 pm on **Monday, December 1, 2014** during business hours to the exact address indicated in this RFP. The TOWN reserves the right to accept or not accept late submitted proposals in the sole discretion of the Town Manager or his designee.

**9.3.2 VENDORS** may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened but may not be resubmitted. A Proposal may not be modified after submittal. After proposal opening, no proposal may be cancelled or modified except if there is a discrepancy in the price amount submitted in which case the lower amount shall be binding upon the VENDORS.

#### **9.4 CONFLICT OF INTEREST**

The VENDORS agree to adhere to and be governed by any applicable provisions of the State of Florida Code of Ethics in Chapter 112, Florida Statutes, the Conflict of Interest and Code of Ethics Ordinances in Section 2-11.1 of the Miami-Dade County Code, and Town Code of Ethics Ordinance Section 2-226 & 2-227 (Ord. No.07-1474) which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

#### **9.5 HOLD HARMLESS AND INDEMNIFICATION**

All VENDORS shall hold the TOWN, its officials and employees harmless and covenant not to sue the TOWN, its officials and employees in reference to the TOWN's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected VENDOR shall indemnify, defend and save harmless the TOWN, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the VENDOR's performance of its Services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the TOWN), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected VENDOR or his Sub-contractors, agents, servants or employees. The selected VENDOR shall indemnify, defend and hold harmless the TOWN and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected VENDOR, Sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

#### **9.6 RESERVATION OF RIGHTS**

**9.6.1** While pursuing this RFP process, the TOWN reserves the right to:

- Accept any or all responses, and the right, in its sole discretion, to accept the VENDOR who will best serve the interests of, and represent the best value to the TOWN;
- Waive any deficiency or irregularity in the selection process and request additional information as appropriate;
- Accept or reject any and all qualifications statement in part or in whole and to seek new qualifications when such a procedure is reasonably in the best interest of the TOWN;
- Investigate the financial capability, integrity, experience, and quality of performance of each VENDOR, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
- Investigate the VENDOR's qualifications or any of its agents, as it deems appropriate;

- Conduct personal interviews of any or all VENDORS prior to selection (the TOWN shall not be liable for any costs incurred by the VENDORS in connection with such interviews);
- Waive any of the conditions or criteria set forth in this RFP; and
- The TOWN reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the TOWN deems best qualified for the project.

**9.6.2** The TOWN may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation.

- The VENDOR shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.
- It is the VENDOR's responsibility to ensure receipt of all addenda, and any accompanying documentation.

In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal for the Services, all VENDORS acknowledge and agree that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

## **9.7 ADDITIONAL INFORMATION**

The Submission must clearly be marked on the front of the envelope:

**“SEALED PROPOSAL”**

**RFP NO. 14 - 008 Turnkey Managed VOIP (Voice Over Internet Protocol) Phone System for Town of Surfside, Florida. OPENING DATE AND TIME: DECEMBER 1, 2014 at 3:00 p.m.**

- Questions regarding this RFP must be directed, by 3:00 p.m. no later than November 14, 2014 to:

Sandra Novoa, CMC  
Town Clerk  
Town of Surfside  
9293 Harding Avenue, Second Floor  
Surfside, FL 33154  
Telephone: (305) 861-4863  
Email: snovoa@Townofsurfsidefl.gov

Responses to this RFP **must be delivered** by the stated deadline to:  
Attn: Sandra Novoa, CMC  
Town Clerk  
Town of Surfside  
9293 Harding Avenue, Second Floor  
Surfside, FL 33154

- The opening of the Proposals will be in the Town Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and read aloud at this time.
- The TOWN is under no obligation to return the Proposals.
- The TOWN will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be *prima facie* evidence that the VENDOR has fully read and understand the RFP and have full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The VENDORS shall furnish the TOWN with such additional information as the TOWN may reasonably require.
- Under no circumstance should any prospective VENDORS or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or TOWN Staff favorable to the interest of the prospective VENDOR. Likewise, the VENDOR is aware that it is prohibited to contact the Town Commission or TOWN Staff against the interest of other prospective VENDOR. Any such activities may result in the exclusion of the prospective VENDOR from consideration by the TOWN.
- The TOWN must be satisfied that the VENDOR demonstrates the ability to meet the requirements of the attached AGREEMENT (See *Draft Form Agreement* Attached as Exhibit "C").

**9.8 INSURANCE REQUIREMENTS.** The VENDOR shall secure and maintain throughout the duration of this AGREEMENT insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the VENDOR's insurance and shall not contribute to the VENDOR's insurance. The VENDOR shall not start Services under this AGREEMENT until the VENDOR has obtained all insurance required hereunder and the Town Manager or designee has approved such insurance that include the following at the minimum:

**9.8.1 COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**9.8.2 VERIFICATION OF INSURANCE COVERAGE.** The VENDOR shall furnish certificates of insurance to the Town Manager or designee for review and approval prior to the execution of this AGREEMENT. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the VENDOR. The VENDOR shall maintain coverage with equal or better rating as identified herein for the term of this AGREEMENT. The VENDOR shall provide written notice to the Town Manager or designee of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

- The VENDOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or designee.

- The VENDOR shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.

### **9.8.3 FORMS OF COVERAGE**

- **COMMERCIAL GENERAL LIABILITY.** The VENDOR shall maintain commercial general liability coverage with minimum limits of liability of not less than \$2,000,000.00 General Aggregate (Contingent and Contractual Liability), \$2,000,000.00 Product & Completed Operations Aggregate, \$1,000,000.00 Personal and Advertising Injury and \$1,000,000.00 per occurrence. The coverage, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) days or ten (10) days for nonpayment.
- **PROFESSIONAL LIABILITY INSURANCE.** This insurance is required since VENDOR is performing work of an IT professional nature in the designing and developing Town's VOIP Phone System. VENDOR shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$2,000,000.00 per claim, \$4,000,000.00 aggregate providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the Work or Services performed under this AGREEMENT by the VENDOR or any person employed by the VENDOR in connection with this AGREEMENT. This insurance shall must include a VENDOR retro-active date/prior to commencement of the performance of this AGREEMENT. Further, this insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this AGREEMENT.

### **9.9 LAWS AND REGULATIONS.**

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the TOWN shall apply to any Contract awarded as a result of this RFP. Specific reference is made to TOWN Ordinance Section 3-6(f) (Ord. No. 09-1543) which allows a five (5%) per cent local preference in scoring to holders of current TOWN local business tax receipts for businesses which are physically located with the TOWN's limits and three (3%) per cent local preference to local businesses that are holders of current town local business tax receipts and are located within a ten (10) mile radius of the TOWN's corporate limits. Said five-percent local preference must be asserted by the VENDOR seeking it at the time the competitive quotation, bid or proposal.

### **9.10 ASSIGNMENT; AMENDMENTS.**

- a. This AGREEMENT or the Work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the TOWN, in its sole and absolute discretion.
- b. No modification, amendment or alteration in the terms or conditions of this AGREEMENT shall be effective unless contained in a written document executed with the same formality as this AGREEMENT by both PARTIES.

**9.11 CONSENT TO JURISDICTION.**

The PARTIES submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this AGREEMENT. Venue of any action to enforce this AGREEMENT shall be proper exclusively in Miami-Dade County, Florida.

**9.12 GOVERNING LAW.**

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

**9.13 PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL.**

- a. If either the TOWN or the VENDOR are required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.
- b. In the event of any litigation arising out of this AGREEMENT, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**9.14 NO WAIVER OF BREACH.**

The failure of a party to insist on strict performance of any provision of this AGREEMENT shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

**9.15 STANDARD OF CARE.**

VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.

**9.16 PUBLIC RECORDS.**

Sealed bids, proposals, or replies received by the TOWN pursuant to this RFP are exempt from Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Further, if the TOWN rejects all bids, proposals, or replies submitted in response to this RFP and the TOWN concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the TOWN provides notice of an intended decision concerning the reissued competitive solicitation or until the TOWN withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. F.S. 119.071(2) (3). VENDOR must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

**9.17 ATTACHMENTS.** The Exhibits to this RFP are as follows:

- Appendix “A” Scope of Services
- Appendix “B” Pricing and Contract Conditions
- Appendix “C” Draft Form of Agreement
- Appendix “D” Independence Affidavit
- Appendix “E” Certification to Accuracy of Proposal
- Appendix “F” Public Entity Crime Affidavit
- Appendix “G” Non-Collusive Affidavit
- Appendix “H” Anti-Kickback Affidavit
- Appendix “I” Drug Free Workplace Affidavit



**APPENDIX "A"****SCOPE OF SERVICES****SECTION 4 - SCOPE OF SERVICES**

All VENDORS must respond to each and every feature and identify whether they comply or don't comply and identify any and all exceptions. Format of the proposals shall follow the format as provided below.

**4.1 System Requirements**

Critical must have requirements:

1. Solution MUST utilize multiple underlying networks and service providers with automatic failover.
2. Must have redundant networks for failover during downtime.
3. Quality of service monitoring.

**4.1.1 System Utilization**

Required Features:

1. Ability to function as a part of a network with a centralized voice mail system, including the ability to display message waiting lights;
2. Ability to manage and retrieve voice mail from outside the network;
3. Four-digit dialing between both sites on the network;
4. Ability to utilize all voice mail features among all users independent of each user's location;
5. The appearance of one large system, rather than many separate systems, to the internal and external callers;
6. Ability to transfer calls transparently to any location on or outside the network;
7. Ability to administer all systems from one, or any, location;
8. Allow various levels of calling privileges such as long distance and international calls, for example, to be programmable by extension;
9. Ability to allow the phone number to be blocked from Caller ID when placing external calls;
10. Ability to have a minimum of 3 inside or outside callers included in a conference call;
11. The proposed solution must not have any negative impact on current data connectivity between locations;
12. Include pricing of any Wide Area Network connectivity requirements (circuits, router modules etc.), if necessary;
13. Current phone numbers must be ported to the new system; and
14. Ability to forward voice mails to email.

Optional Features:

1. Ability to access user extension phone list from phone;
2. Ability to distinguish between internal and external calls, when a call is transferred or forwarded, from one telephone to another;
3. Ability to forward calls to other extensions or cell phone; and
4. Ability to set up and configure incoming call pattern. Example: determine where number will ring

first and where it will continue ringing if not answered.

#### **4.1.2 Attendant Consoles**

##### Required Features

1. The system shall provide the capability to provide a minimum of two (2) attendant consoles for the servicing of incoming calls to the system. The console should feature a simple, uncluttered layout of call appearance keys, attendant function keys, and an easy to read display.

##### Additional Questions

1. Describe the display on your console.
  - a. How many lines does it display?
  - b. How much information does the display on the console provide about calls?
2. Does the system offer a PC-based attendant console application?
3. Can all incoming attendant calls be directed to a designated night service console extension?
4. Describe the specific steps the operator must go through to actually see the correct name/extension number and transfer a call.

#### **4.1.3 Automated Attendant**

##### Required Features

1. Ability for multiple “night” modes to handle after-hours calls.

##### Additional Questions

1. Can Automated Attendant messages be recorded and changed remotely?
2. Does the Automated Attendant feature allow for multiple users to administer the recordings?
3. Can messages left after hours be retrieved off-site?

#### **4.1.4 Automated Call Distribution/Call Center Management**

##### Required Features

1. A wide range of features should be provided as part of the basic features. Provide a list of the basic and enhanced features. Describe and indicate whether they are integrated into the system or a separate system.
2. Music on hold should be integrated into the system for multiple queues.
3. Discuss options for providing callers with the estimated hold time and timed intervals for repeating this information to the caller with updated wait time. Include options available to the caller to leave a voice message and options for enabling/disabling the ability for the caller to opt for leaving a message.
4. System should provide standard and customized reports to manage call handling. Describe historical and real-time reporting capabilities for the proposed system. How do these reporting capabilities differ for agents, supervisors, and administrators?
5. Describe the system’s ability to generate the following reports, scheduled or on-demand.

- a. Number of calls by extension, time of day, etc.;
  - b. Time spent by each agent on calls;
  - c. Time callers spent on hold in queue;
  - d. Time callers spent on hold by staff after agent took initial call;
  - e. Number of automated responses and calls going to message system (by time of day);
  - f. Number of abandoned calls amount of time calls spent in queue before they were abandoned; and describe your ability to record and save calls as .wav files.
6. Describe your process for managing recorded calls--how are they stored, where they are stored, what safeguards are taken to insure no unauthorized access occurs.

#### **4.1.5 Fax Management**

##### Optional Features

The TOWN would like to replace existing analog FAX lines with VOIP service. Please describe your capabilities in this area. Existing FAX numbers would be ported.

#### **4.1.6 System Software/Administration**

##### Required Features:

1. Ability to administer multiple remote sites through a centralized workstation.
2. Requirement of the system administrator to provide a password for access.
3. Provide ability to group phones by department and run usage reports by department.
4. Any and all free software upgrades that are provided to the VENDOR's best customer will also be provided to the Town at no cost.

##### Optional Features:

1. Provide multiple levels of administrators with each having different capabilities of system access and each with a unique password.
2. Ability to log administrator activity in detail.

##### Additional Questions:

1. Is the system administration application accessible from any workstation on the LAN?
2. How many levels of security can be defined? Can some administrative users be defined with "view-only" permissions?
3. Define the support that is provided with this system (Help Desk, after hours availability, costs etc.).
4. How does your company provide future software releases and how often? How are software upgrades performed? What costs are associated with future upgrades?
5. When system or station software updates are performed, must the system be shut down, or can these types of activities take place in an on-line environment?
6. How frequently do you recommend that the operating system software, which includes up-to-date moves and changes, be backed up?
7. What changes can the telephone user make as opposed to requiring the system administrator?
8. Can a single instance of the administration tool be used to manage all systems within an enterprise

simultaneously?

**4.2 Phones**

**4.2.1 Equipment Description**

The following lists all current phone equipment that the TOWN expects to utilize with the proposed system. If the equipment is NOT compatible, please provide the equipment needed and cost on a separate cost sheet.

Town Hall

Net gear FS750T2 (2)

Community Center

Cisco SF300-24

Cisco SF100-24

Phones (All phones are using power adapters, no PoE)

Polycom Sound Point IP 7000

Polycom Sound Point IP 550

Polycom Sound Point IP 650

**4.2.2 Features**

Fill out the following chart as to the availability of other specific features:

<b>FEATURE</b>	<b>YES</b>	<b>NO</b>	<b>OPTIONAL</b>
Call Waiting			
Caller ID Presentation			
Caller ID Block/Unblock			
Call Forking (distribute calls to multiple endpoints)			
Call Forward Busy			
Call Forward No Answer			
Call Forward to any number			
Call Transfer			
Call Park/Pickup			
Call Transfer Blind			
Call Transfer Consultative			
Distinctive Ring (internal/external)			
Conferencing (3 or 4 way)			
Bridged Line Appearance			
Last Number Redial			

Call Groups			
Hunt Groups			
Call Pickup Directed (pick up other extensions using a feature code)			
Multiple Calls Per line Appearance			
Privacy – Do not Disturb			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Phones			
Last Call Return (on available Caller ID)			
Speed Dial (Corporate Directory)			
Speed Dial (Personal)			
Simultaneous Ring			

### 4.3 Voice Mail

#### Required System Features:

1. Ability to support multiple system prompts to greet callers with a ring no answer message or a busy message.
2. System must support a “zero out” to the attendant to another station.
3. Users must be required to enter a password to access their voice mailbox.
4. Provide notification that the limits have almost been reached in regard to the maximum total number of minutes of messages than can be stored in a single voice mailbox.
5. Require a system administrator password.
6. Ability to Stamp each new message with a time/date.
7. Ability to access voice mail remotely.
8. Describe your ability to save voice mail as either a .wav file or some other type of file that can be saved independent of your system.

#### Optional System Features:

1. Ability to allow remote change of greetings and passwords.
2. Ability to easily transfer a caller directly to an internal voicemail.

#### Required User Features:

1. Obtain user instruction through system prompts.
2. Record messages; send and mark “urgent”, “private”, etc.
3. Transfer messages to other users and append them with their own comments.
4. Modify own passwords.
5. Ability to record multiple greetings for internal and external callers, out-of-office greetings, etc.

**Required System Administration Features:**

1. Add or modify a class of service.
2. Assign default passwords for users, and reset passwords for users that have been locked out of their mailboxes.
3. Add, delete, or modify a user.
4. Ability to run detailed reports on system utilization by departments, dates, times, extensions, etc.

**Additional Questions:**

1. What user permissions or characteristics within a class of service can be created or modified?
2. How would the system administrator perform a backup and restore on the voice messaging system?
3. What would be involved to install unified messaging to your proposed system at a later date?
4. Are voice messages stored in an industry standard format?
5. How does your system handle a full mailbox?
6. What types of reports does your system provide? Please include examples.
7. Can your system transfer voicemail to an Outlook email account?

**4.4 Emergency 911 Calls****Required Features:**

1. Allow TOWN staff to call either 911 or 9+911 to reach emergency services.
2. An option must exist to allow both sites on the network (Town Hall and Community Center) to be able to place a 911 call that will send the correct address for the site.

**4.5 Music or Messaging on Hold****Desired Feature:**

1. Ability to provide music or prerecorded messages through the VOIP system.
2. Ability to interject pre-recorded message into music stream at specified intervals. For example, 15 seconds of music, 5 second message, 15 seconds music, 5 second message, and so on.

**Additional Questions:**

1. What are the requirements to provide music or pre-recorded messages on hold to each of the TOWN locations?
2. How much bandwidth does this feature typically require?
3. Any recommendations about this feature?

## 4.6 System Monitoring and Diagnostics

### Required Features:

1. Provide system monitoring reports.
2. Must be scalable to support from 50 to 150 users.

### Additional Questions:

1. What remote diagnostics are available?
2. Can administrators see and access any alarms or alerts from remote terminals?
3. What information is included in your system monitoring reports? If they are not currently supported, are there any plans in a future release to include them? Any foreseen limitations from these reports?
4. Does the system provide system alarms and alarm notification using text or email?
5. Describe the IP call processing hardware platform in detail. Is it based on industry standard hardware, or is it proprietary?
6. What standard components are included in the call-processing platform? What components are optional?
7. What is the maximum number of simultaneous conversations supported by the proposed system?
8. Is the system non-blocking for voice calls?

## 4.7 System Reliability and Availability

Within the TOWN are several critical operations such as the Police, which is open 24 hours/7 days per week. Should problems occur within one of the buildings in the network, it shall not affect the other building. The primary (Town Hall) or alternate building (Community Center) on the network must be able to handle incoming and outgoing traffic regardless of the state of the wide area network.

Identify each offsite component, service provider and network that is duplicated in your proposal and used for redundancy.

### Required Features:

1. All maintenance and system upgrades will be performed during non-working hours, unless it is required under emergency situations.
2. The TOWN must be provided 48 hour notice for all scheduled down-time.
3. Redundancy to primary sites that also allows for growth.
4. Possibility to keep basic telephone services operable should the building-to-building network be down.
5. Underlying network service providers and with automatic failover.
6. Redundant network systems with automatic failover.

### Additional Questions

1. Describe the redundancy provided by your system solution.
2. How are databases synchronized?

3. How does a switchover occur in a redundant system?
4. Should an entire site that provides service to the Town become completely uninhabitable due to any disaster, how long would it take for complete restoration of service to the Town's network?
5. How long for the peripherals?
6. Does any virus and intrusion protection come with your product?

#### **4.8 Training**

User training will be needed for the proposed phone and voice mail system. In addition, training will be needed for 2-3 VOIP system administrators. The TOWN would like the option to have the VENDOR conduct all of the training for the system administrators and TOWN staff. Please state the price of training (if there is a cost) and number of hours of training per class.

Required Features:

1. Review proposed training with designated TOWN project manager and other assigned personnel prior to first class to fine tune the material to specifically meet the needs of TOWN.
2. Conduct end-user training on TOWN premises prior to cutover.
3. For every product application proposed, provide a detailed description of the training the VENDOR will provide along with pricing.

#### **4.9 System Reporting and Call Detail Reporting (CDR)**

Required Features:

1. Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call, no matter where the phone exists on the network. The system needs to track an outside call through its destination, including any internal transfers. We need to be able to track all extensions involved.

Additional Questions:

1. What is the format of the CDR records? Can they be exported to an external application for analysis?
2. Can we do custom grouping?
3. Does the system have the capability to report by extension number or by location?
4. What standard reports are included with the system?
5. How are customized reports generated?
6. Can detailed activity reports be generated when needed, or must this feature be enabled on specific extensions before the detailed reporting data is capture?
7. Is this feature in the base price? If not, please show pricing as a separate line item.

#### **4.10 Implementation and Project Management**

It is important for the selected VENDOR to provide support for an organized transition from the current system to the new system; ensuring internal and external communications are maintained and the ease of use through the transition is emphasized to staff and customers.



**Required Features:**

1. VENDOR shall assign a Project Manager to this installation to work with assigned TOWN's Project Manager.
2. VENDOR is required to supply a complete description of the key activities and responsibilities required by the TOWN's Project Manager for the installation of the proposed system.
3. A master project schedule must be included, along with a work responsibility matrix, identifying the tasks the vendor will perform and the tasks the TOWN is expected to perform to successfully implement the new system.

**4.10.1 Installation Requirements****Required Features:**

1. VENDOR may be required to work with all TOWN communication service providers to coordinate the ordering of all services related to this new installation.
2. VENDOR should include any routers, POE switches, servers, firewalls, rack space, UPS, circuit's connectivity if required. The TOWN reserves the option to seek its own pricing for equipment that meets or exceeds the specifications of the VENDOR.
3. To the largest extent possible, we prefer that any work which will result in a service interruption be conducted after normal business hours.

**4.10.2 Facility Requirements****Required Features:**

1. Space – Provide the physical dimensions of the proposed equipment and/or the rack space required to house the equipment
2. Data Connections – Describe all needed connections to existing equipment
3. Power – All power requirements, including any special conditioning or grounding requirements.

**4.10.3 System Documentation Requirements****Required Features:**

1. Provide any administrative and training manuals, CDs, etc.
2. Provide any configuration documentation on overall system such as switch ports, security settings, class of service with voice mail, etc.

**Additional Questions:**

1. What other documentation do you typically provide the customer?
2. Are these user manuals available electronically?

**4.11 System Warranty****Required Features:**

1. For any new equipment purchased, if necessary, a complete maintenance and warranty agreement

must be included as part of the VENDOR's proposal, including all options available for extended coverage and full pricing details for each level of coverage.

2. During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the Town of Surfside.
3. All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization at no additional cost to the Town of Surfside other than those charges stipulated to maintain the warranty.

#### **4.12 Support**

##### Required Features

1. 99.9% uptime of the system (24 hours/day, 7 days/week)
2. The VENDOR must provide no more than 15 minutes response to major problems, 24 hours a day, 7 days a week.
3. All support of the hardware and software related to the VOIP system will be the responsibility of the VENDOR.
  - i. First level of response will be immediate phone support with the assistance of the TOWN's IT staff.
  - ii. Escalated level of support will be 2 hours on-site response time.
4. VENDOR must describe their definitions of major and minor problems.
5. Provide the availability of spare parts maintained in the area for the critical hardware and software.
6. Explain the amount of time required for full replacement of the central operating hardware/software of the system, assuming a suitable site exists for locating the replacement components.
7. VENDOR will be penalized for exceeding these downtime criteria; terms to be negotiated at time of contract.

##### Additional Questions:

1. Does your company have a 24x7x365 help desk?
2. Are there different cost levels of support available?
3. Does your company maintain the system or use business partners?
4. Does your company have a technical support center that can be called if questions? If so, is there any charge while under warranty? If after warranty, please provide any hourly rate.
5. Is there a recommended web site for customers to access technical support?
6. How long does it take trained personnel to install and load operating system software and/or database software, if a major disaster destroys the call processing component of the system?
7. For what length of time are software upgrades provided at no cost? What is the expected cost of future software upgrades?

#### **4.13 TOWN Provided Services**

- 1 The TOWN shall provide the building space and facilities to provide user and administrative training.
- 2 The TOWN expects to use their existing equipment; however, VENDOR is encouraged to provide specifications/quotes for servers and related equipment if needed. TOWN may desire to acquire the hardware through existing TOWN contracts.
- 3 The VENDOR will configure the switch ports once a defined configuration, related training and

documentation have been provided for each switch type.

- 4 The TOWN's Project Manager shall provide the necessary information to implement the systems in the existing computer environment.
- 5 The VENDOR will be responsible to uninstall all old telecommunications equipment and ensure all old voice terminations are terminated into data switches.
- 6 The VENDOR will investigate adequate cable runs are in place before any cutover. VENDOR will notify the TOWN of inadequacies prior to installation.

**APPENDIX “B”**  
**PRICING AND CONTRACT CONDITIONS**

**SECTION V – PRICING AND CONTRACT CONDITIONS****5.0 Pricing Structure**

A major objective of this RFP is to significantly reduce current expenditures for wire-based telephone services. It is our intent to select a **VENDOR** that is committed to achieving a leading edge price, and to maintaining this position through the life of the relationship.

**5.1 Equipment Pricing (if needed)**

We strongly prefer leading edge equipment pricing structures which provide for the continued evolution of advances in the market, rather than a finite list of equipment provided to last the Term of the **AGREEMENT**. It is acceptable to list the model number of a particular phone in the **AGREEMENT**, with a provision to provide replacement handset models (functionally equivalent) to the listed handset over the Term of the **AGREEMENT**.

Explain all costs for equipment at the inception of the **AGREEMENT**, as well as ongoing additions and replacements. Be sure to explain in detail:

1. Base equipment costs, without any discounts or credits.
2. Discount structures (equipment, accessories).
3. Credit structures (including “loyalty programs”).
4. Minimum service terms and conditions (including termination liabilities) to be eligible for credits.
5. Warranty programs.
6. Equipment replacement programs (i.e. “equipment refresh”).
7. Service Level Agreements that provide for the replacement of equipment or the resolution of equipment failures.

**5.2 Service / Feature Charges and Surcharges**

Monthly recurring service and feature charges, as well as usage-based surcharges, should be reduced or eliminated where possible. Since these charges differ by **VENDOR** and by **TOWN** situation, they will be included in the financial comparison. As a result, reductions and/or waivers of these charges will be an important differentiator between the **VENDOR**’s proposals. Provide detailed and specific pricing for all federally mandated surcharges. Any fee adjustments must be proposed to the **TOWN** six (6) months in advance for review and approval.

**5.3 Disposal of Current Equipment**

Provide details of any buyback plans you may have for the system currently being used.

**5.4 Termination of Contract**

The **TOWN** reserves the right to terminate, with 30 day notice, if **VENDOR** falters on level of Service described in this RFP.

**5.5 Transfer of Contract**

If the **VENDOR** is sold, merged, dissolved, etc. the **TOWN** reserves the right to review and approve new **VENDOR** inheriting this **AGREEMENT**.

APPENDIX "C"

**DRAFT FORM OF AGREEMENT**



*(This is the form of AGREEMENT the TOWN of Surfside anticipates awarding to the selected VENDOR)*

**PROFESSIONAL VOIP TELECOM AGREEMENT**

**Between**

**THE TOWN OF SURFSIDE, FLORIDA**

**and**

**VENDOR TELECOM SYSTEM**

**For**

**MANAGED VOIP (VOICE OVER INTERNET PROTOCOL)  
TELECOMMUNICATIONS SYSTEMS FOR TOWN OF SURFSIDE**

THIS PROFESSIONAL VOIP (VOICE OVER INTERNET PROTOCOL) TELECOMMUNICATION AND SERVICES AGREEMENT (“AGREEMENT”) is made effective as of \_\_\_\_\_, 2014 (the “CONTRACT DATE”), by and between the TOWN of Surfside, Florida, a Florida municipal corporation (hereinafter referred to as the “TOWN”), and VENDOR TELECOM SYSTEM, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “VENDOR”), whose FEI/EIN # is \_\_\_\_\_ and whose principal place of business is \_\_\_\_\_.  
Collectively TOWN and VENDOR are referred to as the PARTIES.

**RECITALS**

**WHEREAS**, the VENDOR is engaged in the business of developing and designing mobile application solutions; and

**WHEREAS**, TOWN is a Florida municipal corporation and government city entity; and

**WHEREAS**, TOWN wishes to engage the VENDOR as an independent contractor for the TOWN for the purpose of providing managed VOIP telecommunications systems (“VOIP”) on the terms and conditions set forth below; and

**WHEREAS**, the VENDOR is willing and able to provide the managed VOIP telecommunication system and agrees to do so under the terms and conditions set forth in this AGREEMENT; and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and VENDOR agree as follows:

**RECITALS**. The Recitals set forth above are hereby incorporated into this AGREEMENT and made a part of hereof for reference.

## 1. **DEFINITIONS.**

The following words and expressions used in this AGREEMENT shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a. The words "Contract" or "AGREEMENT" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 2014-008 and all associated addenda, and the Vendor's Proposal.
- b. The words "Contract Date" to mean the date on which this AGREEMENT is effective.
- c. The word "VENDOR" to mean any person, entity, firm or corporation or its permitted successors and assigns, submitting a proposal pursuant to this RFP.
- d. The word "Days" to mean Calendar Days.
- e. The word "Deliverables" to mean all documentation and any items of any nature submitted by the VENDOR to the TOWN for review and approval pursuant to the terms of this AGREEMENT.
- f. The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the VOIP system and any software which are furnished to the TOWN in connection with this AGREEMENT.
- g. The words "Equipment" or "Devices" to mean the hardware products identified on Appendix A, "Scope of Services" to be provided by the VENDOR to the TOWN under this AGREEMENT.
- h. The word "Maintenance" to mean the product updates and product upgrades required for the TOWN to achieve optimal performance of the VOIP System as outlined in Appendix A, "Scope of Services."
- i. The words "Project Manager" to mean the TOWN Manager or the duly authorized representative designated to manage the Project.
- j. The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the VENDOR.
- k. The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."
- l. The word "subcontractor" to mean any person, entity, firm or corporation, other than the employees of the VENDOR, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the VENDOR and whether or not in privity of AGREEMENT with the VENDOR.

- m. The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the VENDOR in accordance with the provisions of this AGREEMENT.

**2. ORDER OF PRECEDENCE.**

If there is a conflict between or among the provisions of this AGREEMENT, the order of precedence is as follows: 1) This AGREEMENT; 2) the *Scope of Services* (Appendix A); 3) the *Pricing and Contract Conditions* (Appendix B); 4) TOWN's RFP documents and any associate addenda and attachments thereof; 5) the VENDOR's Proposal and Response; and 6) General Law.

**3. RULES OF INTERPRETATION**

- a. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this AGREEMENT unless otherwise indicated.
- b. Reference to any AGREEMENT or other instrument shall be deemed to include such AGREEMENT or other instrument as such AGREEMENT or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this AGREEMENT.
- d. The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this AGREEMENT, nor affect the meaning thereof.

**4. NATURE OF THE AGREEMENT**

- a. This AGREEMENT incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this AGREEMENT. The PARTIES agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this AGREEMENT, and that this AGREEMENT contains the entire AGREEMENT between the PARTIES as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this AGREEMENT shall be of no force or effect, and that this AGREEMENT may be modified, altered or amended only by a written amendment duly executed by both PARTIES hereto or their authorized representatives.
- b. The VENDOR shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the TOWN in all aspects of the Services performed hereunder.



- c. The **VENDOR** acknowledges that this **AGREEMENT** requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this **AGREEMENT**. All things not expressly mentioned in this **AGREEMENT** but necessary to carrying out its intent are required by this **AGREEMENT**, and the **VENDOR** shall perform the same as though they were specifically mentioned, described and delineated.
- d. The **VENDOR** shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this **AGREEMENT**. All Work and Services shall be accomplished at the direction of and to the satisfaction of the **TOWN**'s Project Manager.
- e. The **VENDOR** acknowledges that the **TOWN** shall be responsible for making all policy decisions regarding the Scope of Services. The **VENDOR** agrees to provide input on policy issues in the form of recommendations. The **VENDOR** agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the **TOWN**. The **VENDOR** agrees to act in an expeditious and fiscally sound manner in providing the **TOWN** with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## **5. CONTRACT TERM**

- a. **TERM.** The **AGREEMENT** shall become effective on the date that is it is signed by the **TOWN** or the **VENDOR**, whichever is later and shall be for the duration of three (3) year(s) (Term). At the end of the Term, the **AGREEMENT** is automatically terminated. However, **TOWN**, at its sole discretion, reserves the right to exercise an option to renew this **AGREEMENT** for an additional one (1) year (a "Renewal Term"). If so, **TOWN** will notify **VENDOR** 45 days prior to the expiration of the **AGREEMENT** of its intent to the first renewal option. If the **TOWN** opts to extend for one year, at the end of the Renewal Term, the **AGREEMENT** will automatically terminate. However, **TOWN** will have another one (1) year Renewal Option ("2<sup>nd</sup> Renewal Term"). If so, **TOWN** will notify **VENDOR** 45 days prior to the expiration of the **AGREEMENT** of its intent for the second renewal option. During the Term, Renewal Term, and 2<sup>nd</sup> Renewal Term, the prices for the Services of this **AGREEMENT** shall remain fixed. At the end of the 2<sup>nd</sup> Renewal Term, the **AGREEMENT** will automatically terminate unless the **TOWN** and **VENDOR** enter into a new **AGREEMENT** or another extension.

## **6. GRANT OF LEASE**

- a. **LICENSE.** **VENDOR** agrees to provide the **TOWN** with licensed Software System and Documentation in accordance with the provisions contained within this **AGREEMENT**.
- b. **USE OF LICENSE.** **VENDOR** grants the **TOWN** a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software System and Documentation in accordance with the terms of this **AGREEMENT**.

**7. QUESTIONS REGARDING RFP**

If any VENDOR contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, VENDOR must submit to the TOWN a written request for an interpretation thereof. VENDOR will be responsible for its prompt delivery. Any interpretation will be made only by written addendum. Failure on the part of the VENDOR to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal or change order if awarded. VENDOR will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever will be given before the award of a contract to a VENDOR.

Changes, if any, to the Scope of the Services or proposal procedures will be transmitted only by written addendum. Any questions are to be submitted via email to [snovoa@townofsurfsidefl.org](mailto:snovoa@townofsurfsidefl.org) by no later than Friday, November 14, 2014 at 3:00 PM EST.

**8. CONE OF SILENCE**

Pursuant to Chapter 3 of Town of Surfside Code Section 3-17, the provisions of Section 2-11.1(t), "Cone of Silence," of the Miami-Dade County Code shall not apply to the Town of Surfside.

**9. SCOPE OF WORK.** See *Scope of Work* and all Services to be performed in RFP # 2014-008 outlined in Appendix A, "Scope of Services."

**10. PRICING and COST TERM**

The VENDOR's proposal cost submission shall be valid until such time as TOWN Commission awards a contract as a result of this RFP. The total compensation for the development and maintenance of the VOIP System shall be as set forth in Appendix B, "*Pricing and Contract Conditions.*"

**11. TERMS AND CONDITIONS**

**a. RFP DOCUMENTS.**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided for herein. The TOWN reserves the right to reject Proposals not submitted on the prescribed Proposal forms. By submitting a Proposal, the VENDOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the VENDOR.

**b. TAXES.**

The VENDOR shall not be entitled to the TOWN's tax exempt benefits.

c. **ADDITIONAL TERMS AND CONDITIONS.**

No additional terms and conditions submitted by the VENDOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

d. **INTERPRETATIONS AND INQUIRIES.** All VENDORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the TOWN no later than 3:00 PM, local time, on November 14, 2014. Written inquiries shall be addressed to:

Sandra Novoa, CMC  
Town of Surfside  
[snovoa@Townofsurfsidefl.gov](mailto:snovoa@Townofsurfsidefl.gov)  
Fax No. (305) 861-1302

Submission of a Proposal will serve as prima facie evidence that the VENDOR has examined the AGREEMENT and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the TOWN to all VENDORS who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the VENDOR by the TOWN may be relied upon.

e. **VERBAL AGREEMENTS.**

No verbal agreement or conversation with any officer, agent, or employee of the TOWN, either before or after execution of the AGREEMENT, shall affect or modify any of the terms or obligations contained in the AGREEMENT. Any such verbal AGREEMENT or conversation shall be considered as unofficial information and in no way binding upon the TOWN or the VENDOR.

f. **NO CONTINGENCY FEES.**

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

g. **INDEPENDENCE AFFIDAVIT.**

On Appendix D the “*Independence Affidavit*” is provided herein of this RFP. The VENDOR shall list, and describe any relationships, professional, financial or otherwise, that it may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5)

years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the VENDOR shall give the TOWN written notice of any other relationships, professional, financial or otherwise, that it enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the AGREEMENT.

**h. DISQUALIFICATION OF VENDOR.**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a VENDOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such VENDORS are believed to be involved.

**i. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL.**

Proposals shall not be assigned or transferred. A VENDOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an AGREEMENT, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of VENDOR, or the sale of a controlling interest in the VENDOR, or any similar transaction, VENDOR shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the TOWN's sole discretion.

**j. ADVERTISING.**

In submitting a Proposal, VENDOR agrees not to use the results therefrom as a part of any Advertising or VENDOR sponsored publicity without the express written approval of the Town Manager or designee.

**k. WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING.**

A VENDOR shall not withdraw, modify or correct a Proposal after it has been deposited with the TOWN. The withdrawal, modification or correction of a Proposal after it has been deposited with the TOWN shall constitute a breach by the VENDOR.

**l. EXECUTE AGREEMENT.**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final AGREEMENT between the TOWN and the successful VENDOR. The order of precedence will be the AGREEMENT, *Scope of Services* (Appendix A), *Pricing and Contract Conditions* (Appendix B), the RFP Documents, the VENDOR's Proposal & Response and general law. Any and all legal action necessary to interpret or enforce the AGREEMENT will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

**m. TOWN'S RESERVATION OF RIGHTS.**

- a. While pursuing this RFP process, the TOWN reserves the right to:
- Accept any or all responses, and the right, in its sole discretion, to accept the VENDOR who will best serve the interests of, and represent the best value to the TOWN;
  - Waive any deficiency or irregularity in the selection process and request additional information as appropriate;
  - Accept or reject any and all qualifications statement in part or in whole and to seek new qualifications when such a procedure is reasonably in the best interest of the TOWN;
  - Investigate the financial capability, integrity, experience, and quality of performance of each VENDOR, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
  - Investigate the VENDOR's qualifications or any of its agents, as it deems appropriate;
  - Conduct personal interviews of any or all VENDORS prior to selection (the TOWN shall not be liable for any costs incurred by the VENDORS in connection with such interviews);
  - Waive any of the conditions or criteria set forth in this RFP; and
  - The TOWN reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the TOWN deems best qualified for the project.
- b. The TOWN may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation.
- The VENDOR shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.
  - It is the VENDOR's responsibility to ensure receipt of all addenda, and any accompanying documentation.
- c. In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal for the Services, all VENDORS acknowledge and agree that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

n. **ADDENDA.**

The TOWN reserves the right to issue addenda. It is the responsibility of each VENDOR to verify that it has received all addenda issued before depositing the Proposal with the TOWN.

o. **REVIEW OF THE RFP DOCUMENTS.**

By the submission of a Proposal to do the work, the VENDOR certifies that a careful review of the RFP documents has taken place and that the VENDOR is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

p. **ADJUSTMENT/CHANGES/DEVIATIONS.**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

q. **SUBCONTRACTING.**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this AGREEMENT, other than those submitted in the Proposal, a list of subcontractors shall be provided to the Town Manager, subject to his approval.

r. **PUBLIC ENTITIES CRIME.**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted VENDOR list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth 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 submitting a response to this RFP, VENDOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this AGREEMENT. Also, VENDOR shall include the *Sworn Statement Public Entity Crimes* as set forth in Appendix F provided in this RFP.

s. **NON-COLLUSION AFFIDAVIT.** The VENDOR shall include the *Non-Collusion Affidavit* as set forth in Appendix G provided in this RFP. VENDOR's failure to include the affidavit shall result in disqualification.

**12. SUPPORT AND MAINTENANCE SERVICES**

VENDOR shall provide the TOWN with technical support and maintenance services in the manner outlined in Appendix A, "*Scope of Services*" throughout the term of this AGREEMENT, including any options or extensions exercised by the TOWN.

### **13. PROTECTION OF SOFTWARE**

- a. **NO REVERSE ENGINEERING.** The TOWN agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.
- b. **OWNERSHIP.** TOWN further acknowledges that all copies of the Software System in any form provided by the VENDOR are the sole property of the VENDOR. The TOWN shall not have any right, title, or interest to any such Software or copies thereof, except as provided in this AGREEMENT, and further shall secure and protect all Software and Documentation consistent with maintenance of VENDOR's proprietary rights therein.

### **14. SERVICE OUTAGES.**

- a. **SERVICE OUTAGES DUE TO POWER FAILURE OR DISRUPTION.**  
In the event of a power failure, network backup power systems are in place. The device providing service also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. TOWN should notify MOMENTUM for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all service, including 911 dialing from functioning.
- b. **SERVICE OUTAGES DUE TO INTERNET OUTAGE OR SUSPENSION OR DISCONNECTION OF BROADBAND SERVICE OR ISP SERVICE.**  
Service outages, suspensions or disconnections of TOWN broadband service will prevent all service, including 911 Dialing, from functioning.
- c. **SERVICE OUTAGE DUE TO DISCONNECTION OF TOWN ACCOUNT.**  
Service outages due to disconnection of TOWN account will prevent all service.
- d. **SERVICE OUTAGES DUE TO ISP OR BROADBAND PROVIDER BLOCKING OF PORTS OR OTHER ACTS.**  
Other third party transport providers may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. During the period that the ports are being blocked or TOWN Services are impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved TOWN Services, including the 911 Dialing feature, may not function.
- e. **SERVICE OUTAGES OR INTERRUPTION OF SERVICE DUE TO SYSTEM MAINTENANCE.**  
In the event of a scheduled system maintenance or upgrade, TOWN expects the following:
  - System maintenance to be performed during non-business hours or after hours or hours that will less impact the TOWN;
  - Notify TOWN Manager, Police Chief and IT Department by email of service maintenance, upgrades and outage;

- Seven (7) days advance notice of any scheduled maintenance or upgrade;
- Reasons for maintenance or upgrade;
- Expected impact, if any;
- Expected duration of impact;
- Date and time system maintenance will occur; and
- Periodic updates during system outage, i.e., every hour.

**15. NOTIFICATION.**

If there is a service outage for any reason, such outage will prevent all service from functioning. Such outages may occur for a variety of reasons, including but not limited to, those reasons described in Paragraph 14 above. The PARTIES agree that TOWN is a critical service provider and any outage that will interrupt these critical phone Services is unacceptable.

- In the unlikely event of any loss or interruption of Services or outages and said loss of Services or outages not the fault of TOWN, TOWN will notify VENDOR to the loss or interruption of Services and/or outages. VENDOR agrees to immediately work to resolve the issue and/or re-route TOWN’s Services to another of VENDOR’s providers. TOWN will not be responsible for payment of the service charges under this AGREEMENT during such loss of Services or outages that are not TOWN’s fault and if VENDOR does not cure within twenty-four (24) hours of being notified, TOWN may elect to terminate this AGREEMENT and immediately seek an alternative service provider.
- If TOWN elects to terminate under this section, VENDOR will waive any penalties and cancellation fees related to TOWN terminating AGREEMENT. VENDOR agrees to releases all of the TOWN’s numbers to the new service provider and work with said provider in order to make the transfer of the telecom Services a smooth transition. Further, VENDOR agrees that the AGREEMENT will terminate effective the date the new provider goes live with its new system. TOWN will notify VENDOR via personal delivery and email, of that termination date. In the interim, all terms and condition of the AGREEMENT will remain in effect until the effective date of termination.

**16. NOTICE REQUIREMENT**

All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

<b>To the TOWN:</b>	Michael P. Crotty Town Manager Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 731-3914	<b>With a copy to:</b> David Allen Police Chief Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 335-6696 david.allen@townofsurfsidefl.gov
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<b>To the VENDOR:</b>	VENDOR Telecom System Attn: NAME [Address] Tel# Email	
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**17. TERMINATION AND REMEDIES FOR BREACH.**

- a. **TERMINATION FOR CAUSE.** If, through any cause within reasonable control, the VENDOR convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the TOWN, or is guilty of serious misconduct in connection with performance under this AGREEMENT, the TOWN shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the TOWN shall notify the VENDOR of its violation of the particular terms of the AGREEMENT and grant VENDOR three (3) days to cure such default. If the default remains uncured after three (3) days the TOWN may terminate this AGREEMENT, and the TOWN shall receive a complete refund from the VENDOR or in an amount equal to the actual cost of a third party to cure such failure, whichever is greater. Notwithstanding the foregoing, the VENDOR shall not be relieved of liability to the TOWN for damages sustained by it by virtue of a breach of the AGREEMENT by VENDOR and the TOWN may reasonably withhold payment to VENDOR for the purposes of set-off until such time as the exact amount of damages due the TOWN from the VENDOR is determined. Additionally, the VENDOR shall be required to indemnify the TOWN for all costs incurred by the TOWN to re-procure and hire a third party to complete the Services described in this AGREEMENT.
  
- b. **TERMINATION FOR CONVENIENCE OF TOWN.** TOWN may, for its convenience and without cause, terminate the Services then remaining to be performed at any time by giving VENDOR five (5) days written notice. Following the termination of this AGREEMENT for any reason, the TOWN shall promptly pay the VENDOR according to the terms of Appendix B for Services rendered before the termination. The VENDOR acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this AGREEMENT. All intellectual property provided by the TOWN pursuant to this AGREEMENT before the Termination Date shall be delivered to the TOWN within three (3) days of the Termination Date.
  
- c. **TERMINATION FOR INSOLVENCY.** The TOWN also reserves the right to terminate the remaining Services to be performed in the event the VENDOR is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  
- d. **TERMINATION – TRANSFER OF OWNERSHIP.** This AGREEMENT may be terminated by the TOWN upon five (5) calendar days’ written notice if there is a change of ownership of the VENDOR. VENDOR shall notify TOWN Manager at least ten (10) business days before any such change in ownership of VENDOR.

**18. INSURANCE COVERAGE.**

The VENDOR shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service

of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the VENDOR'S insurance and shall not contribute to the VENDOR'S insurance. The VENDOR shall not start Services under this AGREEMENT until the VENDOR has obtained all insurance required hereunder and the TOWN Manager or designee has approved such insurance.

- a. **COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the TOWN Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.
- b. **VERIFICATION OF INSURANCE COVERAGE.** On or before the Effective Date of this and prior to commencing of any work, Certificates of Insurance shall be provided to the TOWN, reflecting the TOWN as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to TOWN prior to cancellation, termination, or material alteration of said policies or insurance. The VENDOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this AGREEMENT, including any extensions or renewals that may be granted by the TOWN. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this AGREEMENT and shall state that such insurance is as required by this AGREEMENT. The TOWN reserves the right to inspect and return a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the TOWN.
- c. **ADDITIONAL INSURED.** The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Work performed by or on behalf of the VENDOR in performance of this AGREEMENT. The VENDOR's insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the consultant's insurance. The VENDOR's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- d. **DEDUCTIBLES.** The VENDOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the TOWN Manager or designee. The VENDOR shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.
- e. The VENDOR acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a Project, and all such work shall be fully restored by the VENDOR, at its sole cost

and expense, in accordance with the AGREEMENT Documents.

f. **FORMS OF COVERAGE**

- **COMMERCIAL GENERAL LIABILITY.** The VENDOR shall maintain commercial general liability coverage with minimum limits of liability of not less than \$2,000,000.00 General Aggregate (Contingent and Contractual Liability), \$2,000,000.00 Product & Completed Operations Aggregate, \$1,000,000.00 Personal and Advertising Injury and \$1,000,000.00 per occurrence. The coverage, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the TOWN listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) days or ten (10) days for nonpayment.
- **PROFESSIONAL LIABILITY INSURANCE.** This insurance is required since VENDOR is performing work of an IT professional nature in the designing and developing TOWN mobile platform and application. The VENDOR shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$2,000,000.00 per claim, \$4,000,000.00 aggregate providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the work or Services performed under this AGREEMENT by the VENDOR or any person employed by the VENDOR in connection with this AGREEMENT. This insurance shall must include a VENDOR's retro-active date/prior to commencement of the performance of this AGREEMENT. Further, this insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this AGREEMENT.

The provisions of this section shall survive termination of this AGREEMENT.

**19. TIMING AND DELAYS.**

The VENDOR recognizes and agrees that failure to deliver the Services in accordance with the AGREEMENT will result in expense and damage to the TOWN. The VENDOR shall inform the TOWN immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application System according to such schedule. If a delivery date is missed, the TOWN may, in its sole discretion, declare such delay a material breach of the AGREEMENT and pursue all of its legal and equitable remedies. If the TOWN declares a breach, the VENDOR cannot be held in breach of this AGREEMENT, if such delay is caused by an action or failure of action of the TOWN. In such case, the VENDOR will provide the TOWN with written notice of the delay and work until the reason for the delay has been resolved by the TOWN and written notice of that resolution has been provided to the VENDOR.

**20. CONFIDENTIAL INFORMATION.**

The VENDOR agrees, during the TERM and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the TOWN, or to disclose to any person, firm, or corporation without the prior written authorization of the TOWN, any Confidential Information of the TOWN. "Confidential Information" means any of the TOWN's proprietary information, technical data, trade secrets, or know-how, including, but not

limited to, business plans, research, product plans, products, Services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the VENDOR by the TOWN either directly or indirectly. However, VENDOR understands that TOWN is subject to Florida's Public Records Act, Chapter 119, Florida Statute and that such Confidential Information of the TOWN, including but not limited to, books, records, documents and data, maintained by the VENDOR are public records unless expressly exempted by general law.

## **21. PUBLIC RECORDS**

Sealed bids, proposals, or replies received by the TOWN pursuant to this RFP are exempt from Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Further, if the TOWN rejects all bids, proposals, or replies submitted in response to this RFP and the TOWN concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the TOWN provides notice of an intended decision concerning the reissued competitive solicitation or until the TOWN withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. F.S. 119.071(2) (3). VENDOR must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law. Otherwise, VENDOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The TOWN shall have the right to immediately terminate this AGREEMENT for the refusal by VENDOR to comply with Chapter 119, Florida Statutes. VENDOR shall retain all records associated with this AGREEMENT for a period of three (3) years from the date of Termination.

## **22. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- a. **INDEPENDENT CONTRACTOR STATUS.** The VENDOR agrees to perform the Services hereunder solely as an independent contractor. The PARTIES agree that nothing in this AGREEMENT shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the PARTIES, or as authorizing either Party to act as the agent of the other. The VENDOR is and will remain an independent contractor in its relationship to the TOWN. The TOWN shall not be responsible for withholding taxes with respect to the VENDOR's compensation hereunder. The VENDOR shall have no claim against the TOWN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. This AGREEMENT shall not create any obligation between the PARTIES and a third party.
- b. **INDEMNIFICATION OF TOWN BY THE VENDOR.** The TOWN has entered into this AGREEMENT in reliance on information provided by the VENDOR, including the VENDOR's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. VENDOR shall be responsible for any and all of its own expenses in performing its

duties as contemplated under this AGREEMENT. The TOWN shall not be responsible for any expense incurred by VENDOR. The TOWN shall have no duty to withhold any Federal income taxes or pay Social Security Services and that such obligations shall be that of VENDOR other than those set forth in this AGREEMENT. If any regulatory body or court of competent jurisdiction finds that the VENDOR is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the VENDOR's own actions, the VENDOR shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the VENDOR and/or the TOWN resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the VENDOR's earnings had the VENDOR been on the TOWN's payroll and employed as an employee of the TOWN.

**23. NO CONFLICT OF INTEREST.**

The VENDOR agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the TOWN's Ordinance Article VII – Code of Ethics, No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The VENDOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of the Services. The VENDOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall knowingly be employed by the VENDOR. The VENDOR hereby warrants to the TOWN that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this AGREEMENT. During the TERM, the VENDOR is free to engage in other managed VOIP activities; provided, the VENDOR notifies TOWN thirty days (30) prior to entering into other VOIP activities or contract. However, the VENDOR shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the VENDOR's obligations or the scope of Services to be rendered for the TOWN pursuant to this AGREEMENT.

**24. COMPLIANCE WITH LAW, RULES & REGULATIONS.**

VENDORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the VENDOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof. VENDOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, in providing the Services under this AGREEMENT. VENDOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services under this AGREEMENT. VENDOR shall secure all permits, fees, licenses, and inspections necessary for the execution of the Services, and upon termination of this AGREEMENT for any reason, VENDOR shall transfer such permits, if any, and if allowed by law, to the TOWN.

**25. FAMILIARITY WITH LAWS AND ORDINANCES.**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the VENDOR is familiar 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; and no plea of misunderstanding will

be considered on account of ignorance thereof. If the VENDOR discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the TOWN in writing without delay.

**26. POLICY OF NON-DISCRIMINATION.**

VENDOR shall not discriminate against any person in its operations, activities or delivery of Services under this AGREEMENT. VENDOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**27. RETURN OF PROPERTY.**

Within one (1) week of the termination of this AGREEMENT, whether by expiration or otherwise, the VENDOR agrees to return to the TOWN all TOWN's products, samples, models, or other property and all documents, retaining no copies or notes, relating to the TOWN's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the VENDOR during and in connection with its representation of the TOWN. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the TOWN's business, shall remain the TOWN's exclusive property.

**28. SERVICE/SYSTEM WARRANTY**

- a. VENDOR GUARANTEES THE QUALITY OF SERVICE PROVIDED HEREINUNDER SHALL BE CONSISTENT WITH THE COMMON CARRIER INDUSTRY STANDARD, GOVERNMENT REGULATIONS AND/OR SOUND BUSINESS PRACTICES. VENDOR shall not be liable for unauthorized access to or alteration, theft or destruction of an end user's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method devised by a third-party.
- b. Further, VENDOR must provide a complete one-year Full Maintenance and Warranty agreement.
- c. During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the TOWN;
- d. All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization at no additional cost to the TOWN other than those charges stipulated to maintain the warranty; and
- e. VENDOR must provide all options available for extended coverage and full pricing details for each level of coverage a cost for follow-on support of the system after the one-year warranty period is up. Costs should be on an annual basis for each of four (4) option years. This cost should include all hardware and software maintenance costs clearly identified.

## **29. SOLUTION WARRANTY**

The VENDOR warrants, for a period of one (1) year from the TOWN's Final System Acceptance, that the Solution and all related components provided by the VENDOR under the performance of this AGREEMENT shall:

- a. Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
- b. Function properly and in conformity with the warranties in this AGREEMENT;
- c. Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacture's published specifications.

During the Warranty Period, VENDOR agrees to use all reasonable efforts and resources to provide to the TOWN all corrections and/or modifications necessary to correct problems with any Equipment provided by the VENDOR that are reported to VENDOR, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, VENDOR shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment and related Software it provides.

In the event the Equipment, software or hardware does not satisfy the conditions of performance set forth in the AGREEMENT, Scope Of Services, Solicitation, and VENDOR's proposal, the VENDOR's obligation is to provide a Fix or a Work Around at the VENDOR's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the AGREEMENT, Scope of Services, Solicitation, and VENDOR's proposal in the sole discretion of the TOWN. Failure by the VENDOR to comply with warranty provisions hereof may be deemed by the TOWN as a breach of the VENDOR's obligations hereof.

## **30. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the VENDOR hereby assigns to the TOWN, and the TOWN shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the VENDOR's agreements with subcontractors and suppliers, the VENDOR shall require that such parties (i) consent to the assignment of such warranties and representations to the TOWN; (ii) agree that such warranties and representations are enforceable by the TOWN in its own name; and (iii) furnish to the TOWN, the warranties and obligations as set forth in Articles 28-29 "System and Solution Warranty".

## **31. MANNER OF PERFORMANCE.**

- a. The VENDOR shall provide the Services described herein in a competent and professional manner satisfactory to the TOWN in accordance with the terms and conditions of this AGREEMENT. The TOWN shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the VENDOR in all aspects of the Services. At the request of the TOWN, the VENDOR shall promptly remove from the project any VENDOR's employee, subcontractor, or any other person performing Services hereunder. The VENDOR

agrees that such removal of any of its employees does not require the termination or demotion of any employee by the VENDOR.

- b. The VENDOR agrees to defend, hold harmless and indemnify the TOWN and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the TOWN, occurring on account of, arising from or in connection with the removal and replacement of any VENDOR's personnel performing Services hereunder at the behest of the TOWN. Removal and replacement of any VENDOR's personnel as used in this Article shall not require the termination and or demotion of such VENDOR's personnel.
- c. The VENDOR agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The VENDOR agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the TOWN, should the TOWN make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d. The VENDOR warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e. The VENDOR shall at all times cooperate with the TOWN and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f. The VENDOR shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**32. HOLD HARMLESS AND INDEMNIFICATION.**

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, VENDOR agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the VENDOR, agents or other personnel entity acting under VENDOR's control in connection with the VENDOR's performance of SERVICES under this AGREEMENT and to that extent the VENDOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless



AGREEMENT by VENDOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of VENDOR or any agent or employee of VENDOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**33. SOVEREIGN IMMUNITY.**

This AGREEMENT shall not be deemed or otherwise interpreted as waiving the TOWN's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**34. AMENDMENTS.**

No amendment, change, or modification of this AGREEMENT shall be valid unless in writing and signed by both PARTIES.

**35. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.**

The VENDOR shall not subcontract, assign or transfer any work under this AGREEMENT without the express, prior written consent of the TOWN. Should the VENDOR subcontract any Services under this AGREEMENT, it shall be done with continued liability for the VENDOR. The VENDOR shall remain responsible for Services, responsibilities and liabilities of any person or entity acting under VENDOR.

**36. FORCE MAJEURE.**

Neither party will be liable to the other or be deemed to be in breach of this AGREEMENT for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault of negligence. Such causes may include, but are not limited to, acts of nature or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by VENDOR. The party whose performance is affected shall request an extension of time to perform its obligations stated in this AGREEMENT by notifying the party, which it is obligated, within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this AGREEMENT shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

**37. MOST FAVORED NATION.**

VENDOR agrees that if, after the EFFECTIVE DATE of this AGREEMENT, it enters into another AGREEMENT for the same or substantially similar scope of Services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the AGREEMENT, TOWN may provide VENDOR with written notice explaining how the new AGREEMENT is for the same or substantially similar Services and how the new AGREEMENT contains terms or conditions that are more favorable than the terms in the AGREEMENT, and requesting to negotiate an amendment to the AGREEMENT (a "NEW AGREEMENT NOTICE"). The PARTIES shall act in good faith to negotiate an amendment to the AGREEMENT that addresses, in a manner that is fair and equitable to both PARTIES, the matters raised by the TOWN in the NEW AGREEMENT NOTICE. If the PARTIES fail to reach a new

AGREEMENT within thirty (30) days of the NEW AGREEMENT NOTICE, then the TOWN shall have the right to terminate this AGREEMENT without penalty or early termination fee, subject to the terms and conditions herein, by providing thirty (30) days advance written notice to VENDOR, such notice to be given no later than sixty (60) days from the NEW AGREEMENT NOTICE.

**38. GOVERNING LAW.**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

**39. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL:**

a. If either the TOWN or the VENDOR are required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.

b. In the event of any litigation arising out of this AGREEMENT, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**40. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this AGREEMENT, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this AGREEMENT shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**41. SEVERABILITY.**

The PARTIES to this AGREEMENT expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this AGREEMENT is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the PARTIES under this AGREEMENT) and the remainder of this AGREEMENT, as amended, will remain binding upon the PARTIES, unless the inoperative provision would cause enforcement of the remainder of this AGREEMENT to be inequitable under the circumstances.

**42. ENTIRE AGREEMENT.**

The terms and conditions contained herein supersede all prior oral and written representations and understandings between us, including prior iterations and versions of the AGREEMENT, and constitute the entire AGREEMENT between us concerning the

subject matter of this AGREEMENT. This AGREEMENT shall not be modified or amended except in writing signed by authorized representatives of both of us.

IN WITNESS WHEREOF, the PARTIES, intending to be legally bound, hereby have executed this AGREEMENT as of the date set forth.

**TOWN OF SURFSIDE**  
**A Florida Municipal Corporation,**

BY: \_\_\_\_\_  
Michael Crotty, Town Manager

\_\_\_\_\_ Date

BY: \_\_\_\_\_  
VENDOR Telecom System

\_\_\_\_\_ Date

Attest: \_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

\_\_\_\_\_ Date

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Linda Miller, Town Attorney

\_\_\_\_\_ Date

**Appendix "D"**

**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_,  
the VENDOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that the VENDOR may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the VENDOR agrees and understands that VENDOR shall give the TOWN written notice of any other relationships professional, financial or otherwise that VENDOR enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this AGREEMENT.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 1 *Continued***  
**INDEPENDENCE AFFIDAVIT**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_(CORPORATE SEAL)  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as \_\_\_\_\_ for

\_\_\_\_\_  
Personally known to me \_\_\_\_ OR has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**APPENDIX "E"**

**CERTIFICATION TO ACCURACY OF PROPOSAL**

VENDOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the VENDOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the VENDOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
(CORPORATE SEAL)  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_ OR has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**APPENDIX “F”**

**SWORN STATEMENT PUBLIC ENTITY CRIMES  
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 to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l) (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 business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l) (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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l) (a), Florida Statutes, means:
- a. 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. 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 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.
5. I understand that a “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, 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 for the provision of goods or services 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 any entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



- \_\_\_\_ (1) Neither the entity submitting this sworn statement, nor any 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 has been charged with and convicted of a public entity crime within the past 36 months.
- \_\_\_\_ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.
- \_\_\_\_ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_.

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed

Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced \_\_\_\_\_

**APPENDIX "G"**  
**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) **He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;**
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_.

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed

Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced \_\_\_\_\_

**Appendix "H"**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF MIAMI-DADE         }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Town of Surfside, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**APPENDIX "T"**

**DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, 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 contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, 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, Florida Statutes 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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

