
21 North Main Street * Sumter, South Carolina 29150

REQUEST FOR PROPOSALS # 01-13/14

FOR

IP TELEPHONY PROJECT

CITY OF SUMTER

DATE ISSUED: OCTOBER 31, 2013

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SECTION 1: Request for Proposals (RFP) Instructions

1.1 Public Notice

The City of Sumter (City) is requesting competitive sealed proposals from qualified firms (Contractor) interested in contracting with the City to provide IP Telephony Services.

The City will replace telephone systems and centralized voice messaging service for the City Hall, Stadium Road Fire Station, Liberty Center, Public Safety, and Annex buildings detailed below. The strategic plan for the City's telephone systems includes adding other City owned/operated locations in the future via fiber, point-to-point T1's (for data) and point to point wireless. Therefore, all proposals shall include the capability to accommodate future growth at a minimum level equal to the current operational level. The acquisition will include IP telephony architecture (VoIP) systems that are:

1. Supported by a highly qualified and reliable vendor with experience in complex VoIP implementations
2. Mainstream products with strong manufacturer commitment and vendor support
3. Easy to use and readily accepted
4. Open system industry standards based – H.323, 802.1p and 802.1q, TAPI, MGCP, LDAP
5. Easy to upgrade to newer standards as they become readily accepted – SIP
6. Easily maintained by network administrators through standards based interface

A copy of this Request for Proposal (RFP) may be obtained from the City's web site at www.sumtersc.gov.

1.2 Background

The City has used a Nortel/Meridian PBX backed by Centrex lines to allow for a combination of four-digit dialing and other features between buildings. As new locations have come online over the past five years, the City has installed Cisco VoIP phone systems, which have allowed for advantages of portability as well as additional features. Now both the old Nortel and newer Cisco systems have been declared as 'End of Life' and will no longer be supported. The City is taking the opportunity to review all possible solutions to determine whether a premise-based or cloud-based solution would provide the best value to the City. The goal is to reduce the City's monthly phone costs while providing enhanced features that are currently missing from the Centrex/Nortel solution, like caller id and conferencing. If awarded, a system implementation will be performed by the end of 2013. The City is looking for a partner to provide a next generation phone system, migrating from the current legacy Centrex system into a strategic asset. As other systems within the City become obsolete it is the City's intent to also replace those systems with a solution compatible with the awarded system so we may continue to migrate towards a single system for the City.

1.3 Specifications

1.3.1 Registration

If you plan to respond to this RFP, you must register via e-mail to kmccollester@sumter-sc.com. Vendors who do not register will not receive the listed Addenda and their proposals may not be accepted by the selection committee.

1.3.2 Questions & Requests

Please submit all questions and requests in writing to the Purchasing Manager listed below by 12:00pm EST on Tuesday, November 20, 2013. Each question or request for clarification must provide clear reference to the section, page, and item in question. Requests received after the deadline may not be considered.

Alice C. Bailey, C.P.M., CPPO
Purchasing Manager
City of Sumter
21 North Main Street, Sumter, SC 29150
Direct: 803-436-2587
Fax: 803-436-2615
Email: abailey@sumter-sc.com

Consideration will be given only to proposals from Contractors that are properly licensed, experienced in the class of work, and that can refer to similar projects that have been successfully completed.

1.4 Schedule of Events

Advertisement of RFP:	Thursday, October 31, 2013
Conference Call/On-site Tour 1:	Tuesday, November 5, 2013
Addendum #1 Issued, if applicable:	Wednesday, November 6, 2013
Conference Call/On-site Tour 2:	Wednesday, November 20, 2013
Addendum #2 Issued, if applicable:	Thursday, November 21, 2013
RFP Responses Due:	Tuesday, November 26, 2013 12:00pm EST
RFP Interviews and Demonstrations:	Tuesday, December 10, 2013 Wednesday, December 11, 2013
Anticipated Contract Negotiations:	January 2014
Anticipated Project Commencement:	January 2014

1.5 Proposal Forms

The Proposal Forms provided by the City shall be completed and submitted for consideration. All entries, including signatures, should be written in blue or black ink. All signatures submitted should be original.

1.6 Proposal Delivery

If your firm would like to be considered, please carefully and accurately fill out and submit one (1) complete original set of Proposal Forms (referred to as the "Proposal").

Place all of the above in a sealed package with the information below printed on the outermost package:

<p>PROPOSAL FOR IP TELEPHONY PROJECT CITY OF SUMTER RFP # 01-13/14</p> <p>PROPOSER'S NAME: _____</p> <p style="text-align: center;">CONTRACTOR'S NAME</p>
--

DUE ON: Tuesday, November 26, 2013

ATTENTION: ALICE C. BAILEY

All Proposals must be received by **12:00PM EST on Tuesday, November 26, 2013** at the following location:

Hand Deliver To:

City of Sumter
Atten: Alice C. Bailey, C.P.M., CPPO
Purchasing Manager
Sumter Opera House
4th Floor Purchasing Office
21 North Main Street
Sumter, SC 29150

Mail To:

City of Sumter
Atten: Alice C. Bailey, C.P.M., CPPO
Purchasing Manager
P O Box 1449
Sumter, SC 29150

Packages must be clearly marked, "RFP NO. 01-13/14-IP Telephony Project City of Sumter". Proposals may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (803) 436-2587. Any proposals received later than the submission deadline will not be accepted/considered. The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

1.7 Duties and Obligations of Contractors in the RFP Process

The Contractor must thoroughly review this RFP and promptly notify the Purchasing Manager identified in Section 1.3 of this RFP in writing/via email of any ambiguities, inconsistencies, unduly restrictive requirements, omissions, or errors which may be discovered upon examination of this document. Additionally, this review should include any terms or requirements that either preclude the entity from responding to the RFP or add unnecessary cost. Any notification must be accompanied by an explanation of the issue and a suggested modification. The City will make the final determination of changes to the RFP.

1.8 Addenda

Addenda will be sent via email to all firms who have registered via e-mail as an interested bidder at kmccollester@sumter-sc.com. To register, send an email with the subject of RFP VOIP Telephony Registration and the body must contain your contact information, company name, address, phone number, and email that you want to send all addenda. The Contractor shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the Contract and all Contractors shall be bound by such Addenda, whether or not received or acknowledged by the Contractor.

1.9 Modification or Withdrawal of Proposals

Contractors may change or withdraw their Proposals at any time prior to the Due Date for Proposal specified in Section 1.6 above by written notice to the Purchasing Manager at the address provided in Section 1.3 above. In order to be effective, the intent of the notification must be clearly and concisely spelled out.

1.10 Awarding of the Contract

The City will award the Contract conditioned upon funds being available and other governmental approvals as may be required. The City reserves the right to select a responsive, responsible firm on the basis of best value that is most advantageous to the City. The City reserves the right to award Contracts to more than one firm.

1.11 Public Records

Upon receipt by the City, each Proposal becomes the property of the City and is considered a public record except for material Contractors clearly mark as "Confidential" in each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard. Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate the Contract Documents, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a "Confidential" under these circumstances, each Contractor must take the following precautions: (a) any "Confidential" information submitted by the Contractor should be submitted in a separate, sealed envelope marked "Confidential" – Do Not Disclose Except for the Purpose of Evaluating this Qualification package," and (b) the same confidentiality designation should be stamped on each page of the confidential materials contained in the envelope.

In providing a Proposal, each Contractor agrees that the City may reveal any "Confidential" information and materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside Contractor or other third parties who serve on the evaluation committee or who are hired by the City to assist in the selection process. Furthermore, each Contractor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the Contractor has designated as "Confidential". Any Contractor that designates its entire Proposal as "Confidential" may be disqualified from consideration.

1.12 Other Conditions and Reservations

The City expects to select one Contractor, but reserves the right to request substitutions of subcontractors. The City reserves the right to contact any Contractor if such is deemed desirable by the City to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to conduct investigations with respect to the qualifications and experience of any Contractor. The City may choose to exercise any of the following options for Proposals that fail to comply with any requirement of this RFP: a) assign a low rating; b) not evaluate the Proposal; or c) deem the Proposal nonresponsive

The City reserves the right to reject any and all Proposals, or to cancel it in part or in its entirety and to waive informalities or technicalities as it may deem to be in its best interest. This solicitation does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal or to procure or contract for services.

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of South Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

The Contractor shall perform the Work described in this RFP and all documents included by reference. All Work shall comply with acceptable industry standards. The Contractor shall perform the Work onsite at the designated locations in Sumter, South Carolina. Unless otherwise specified, the Contractor shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

All references to days in this document (including the Exhibits) shall refer to calendar days rather than business days, unless a provision specifically uses the term "business days." Any references to "business days" shall mean the days that the City's offices are open for the public to transact business.

END OF SECTION

SECTION 2: General Terms and Conditions

2.1 Definition of Terms

Whenever the following terms are used in the Contract Documents, the intended meaning of such terms shall be as follows:

1. **City** refers to contracting authority - the City of Sumter, South Carolina.
2. **Contract** refers to the executed Contract Documents between the City and the Contractor.
3. **Contract Documents** refers to this RFP, the Project Provisions, the Specifications, the completed Itemized Proposal, the Execution of Proposal, any incorporated Exhibits and drawings, and all addenda and modifications issued by the City, and any other items specifically stipulated as being included in the Contract Documents.
4. **Contract Period** refers to the period from the Notice to Proceed until the number of calendar days specified in the Contract has elapsed.
5. **Contract Sum** refers to the total amount of all subtotals.
6. **Change Order** refers to a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change or modification in the Work or an adjustment in the Contract Sum or Contract Period.
7. **Contractor** refers to the individual, firm, or corporation undertaking the execution of the Work under the terms of the Contract and acting directly or through its agents or employees.
8. **City Project Manager** refers to the agent of the City authorized to acting directly or through an assistant or other duly authorized representative, who provides all explanations and directions on the City's behalf for the satisfactory prosecution and completion of the Work.
10. **Itemized Proposal** refers to the Itemized Proposal form(s) that contains the pricing submitted by the Contractor to perform the Work.
11. **Notice to Proceed** is a written notice issued to the Contractor upon execution of the Contract and delivery of applicable bonds and insurance certificates. The Notice to Proceed establishes the beginning date of the Contract Time or Period.
12. **Proposal** refers to the completed and properly executed proposal submitted by the Contractor in accordance with this RFP.
13. **Proposer or Offeror:** refers to the individual, firm or corporation who submits a Proposal.
14. **Request for Proposal (RFP)** is a request written as a performance specification, outlining the desired result and asking the responders to propose a method of reaching that result.
15. **Project Manager:** refers to an individual, working for the Contractor, who has overall responsibility for contract work performance
16. **Solicitation Documents** refers to the Request for Proposals, Proposal forms, Project Provisions, Specifications, Details, Maps, Drawings, and other documents necessary to support the Work requested.
17. **Subcontractor** refers to a secondary Contractor who performs some part of the prime Contractor's obligation under the Contract.
18. **Supplier** refers to the individual, firm or corporation who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
19. **Vendor** is synonymous with Contractor

20. **Work** refers to the entire scope of the work to be performed, including labor, materials, equipment, transportation and such other facilities as necessary to fulfill all obligations under the Contract.

2.2 Miscellaneous Conditions

Relationship of the Parties

The relationship of the parties established by the Contract Documents is solely that of independent Contractors, and nothing contained in the Contract Documents shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

Governing Law and Jurisdiction

The parties acknowledge that the Contract is made and entered into in Sumter, South Carolina. The parties further acknowledge and agree that South Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to the Contract, and that South Carolina law shall govern interpretation of the Contract Documents and any other matters relating to the Contract Documents (all without regard to South Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to the Contract shall be brought in a state or federal court sitting in Sumter County, South Carolina. By execution of the Contract Documents, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

Binding Nature and Assignment

The Contract Documents shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract Documents without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

Delays and Extensions

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

Force Majeure

The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract Documents and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If such failure or delay could not have been prevented by reasonable precautions;
- b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If and to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the Contractor shall be excused from any further performance of those of its obligations pursuant to the Contract Documents affected by the Force Majeure Event for as long as: (i) such Force Majeure Event continues and (ii) the Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Contractor shall promptly notify the City by telephone or other means available (to be confirmed by written notice within five (5) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Contractor from performing its obligations for more than thirty (30) days, the City may terminate the Contract.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract Documents shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract Documents is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract Documents shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Approvals

All approvals or consents required under the Contract Documents must be in writing. Electronic documents shall have the same validity as physical documents.

Waiver

No delay or omission by either party to exercise any right or power it has under the Contract Documents shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract Documents shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract Documents shall be effective unless in writing and signed by the party waiving the rights.

Interest of the Parties

The Contractor covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract Documents.

Taxes

The Contractor shall pay all applicable Federal, State and local taxes that may be chargeable for all goods and services rendered.

Change in Control

In the event of a change in "Control" of the Contractor (as defined below), the City shall have the option of terminating the Contract by written notice to the Contractor. The Contractor shall notify the City within ten (10) days of the occurrence of a change in control. As used in the Contract Documents, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by contract or otherwise.

Subcontracting

Should the Contractor choose to subcontract, the Contractor shall remain fully responsible for performance of all obligations that it is required to perform under the Contract Documents. Any subcontract entered into by the Contractor in connection with the Project shall name the City as a third party beneficiary.

City Not Liable for Delays

Except as expressly provided in the Contract Documents, the City shall not be liable to the Contractor, its agents, representatives or subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

Survival of Provisions

All definitions and express representations and indemnifications included in the Contract Documents will survive its completion or termination. Those sections of the Contract Documents including Exhibits that by their nature would reasonably be expected to continue after the termination of the Contract Documents shall survive the termination of the Contract.

Familiarity and Compliance with Laws and Ordinances

In performing the Contract, the Contractor shall be aware of and comply with, and cause each of its subcontractors to comply with, all applicable federal, state and local laws and regulations (including without limitation obtaining all required permits and licenses).

2.3 Payments

Payment provided for under the Contract Documents will be made to the Contractor at the completion of the statement of work and accompanied by proper supporting documentation as the City may require. Any hourly basis fees and reimbursable expenses shall be itemized on each invoice. Payments will be made within 30 calendar days of the date of receipt of a correct payment request. A correct payment request is defined as an invoice that indicates only those work items that have been satisfactorily completed and accepted by the City.

In order to assure timely payment,

Mail invoices to: City of Sumter
Attn: Administrative Services Director – Nick Shorter
P.O. Box 1449
Sumter, SC 29151

The Contractor shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to the Contract. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City’s agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of his payees in connection with the Contract. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents

For the purpose of such inspections, the City’s agent or authorized representative shall have access to said records from the Effective Date of the Contract Documents, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Contractor pursuant to the Contract Documents.

The City’s agent or authorized representative shall have access to the Contractor’s facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance with this Article. The City will give the Contractor reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Contractor is determined to have charged the City for amounts that are not allocable or verifiable, the Contractor shall promptly reimburse the City for said amount.

Withholding of Periodic Payments

The parties agree that the City shall be entitled to withhold periodic payments and final payment due to the Contractor under the Contract Documents until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City.

2.4 Background Requirements

2.4.1 Drug Free Workplace

The Contractor shall provide a drug-free workplace during the performance of the contract. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor’s policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Developer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Contractor's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions above.

If the Contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

Failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

2.4.2. CJIS Federal Requirements

Phone system installation and configuration in contact with Law Enforcement falls under CJIS contractor requirements (see excerpts in Appendix C for a non-inclusive sample). Vendor must validate that their team will meet their requirements and, if chosen, provide appropriate documentation to confirm compliance. Failure to comply with CJIS requirements shall be grounds for suspension, termination, or debarment.

2.5 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the City pursuant to the Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Contractor or its subcontractors in connection with the Contract Documents; or (iii) arising from the Contractor's failure to perform its obligations under the Contract Documents, or from any act of negligence or willful misconduct by the Contractor or any of its agents, employees or subcontractors relating to the Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) alleging violation of any federal, state or local law or regulation by the Contractor or any of the Contractor's subcontractors; or (v) alleging that an employee or subcontractor of the Contractor is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and

each of the City's officers, officials, employees, agents and independent Contractors (excluding the Contractor); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Contractor shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Contractor is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, the Contractor shall promptly refund to the City all amounts paid under the Contract Documents.

2.6 Insurance Requirements

Contractor's and Subcontractor's Insurance:

Before commencing the Work, and until completion and final acceptance of the Work, the Contractor shall procure and maintain, at its own expense, the insurance coverages described below. Before starting the Work, Contractor shall furnish a Certificate of Insurance, in a form acceptable to Owner, evidencing the Contractor's compliance with the Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the Project site and shall be with insurance companies acceptable to Owner and with A.M. Best Rating of A minus or better. The Certificates and policies for the Commercial General Liability and Business Automobile Liability Policy shall name Owner, and if requested, Owner's agents, as Additional Insureds for completed and ongoing operations on a primary and non-contributory basis. All Insurance Certificates shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless Owner has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation. If the Contractor fails to procure or maintain required insurance coverages, Owner shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Contractor, and Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. Contractor shall not commence work until all insurance requirements are met.

a. Required Insurance Coverages: The insurance coverages to be provided include those as set forth below unless modified in an Insurance Exhibit attached to the Agreement:

(1) Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence/\$1,000,000 aggregate Bodily Injury and Property Damage Liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by Contractor under this Agreement, personal injury, advertising injury and broad form Property Damage (including coverage for explosion, collapse and underground hazards), and independent Contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The Commercial General Liability and Automobile Liability insurance required herein shall protect the Contractor and the Owner against liability from damages growing out of any Contractor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the

performance of this Agreement, as well as liability arising after the completion of the Contractor's operations.

(2) Motor Vehicle Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00 or a combined single limit of \$1,000,000.00.

(3) Worker's Compensation in accordance with, and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina jurisdiction, and Employer's Liability Insurance with the following minimum limits: \$100,000 Per Accident, \$100,000 Per Disease for Each Employee, \$500,000 aggregate.

(4) Excess or Umbrella Liability Insurance with a policy limit of \$1,000,000.00 per occurrence and aggregate.

(5) Sub-Contractor Insurance: If Contractor elects, with Owner's approval, to subcontract any portion of the Work to another Contractor, Contractor shall require of such Subcontractor insurance coverage similar to that required of Contractor hereunder and shall furnish to Owner evidence that such insurance coverages are currently in effect. Moreover, Contractor shall require any such Subcontractor to name Contractor and Owner as additional insureds on Subcontractor's Commercial General Liability Insurance and will provide Contractor with a waiver of subrogation form from such sub-Contractor's worker's compensation carrier. Failure of Contractor to require Subcontractor to obtain the coverages required herein or to furnish Owner evidence of such coverage shall be grounds for termination for default.

b. The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of the Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

Payment and Performance Bonds:

If the Contractor's work as set forth in the Scope of Work exceeds \$50,000.00, Contractor shall provide payment and performance bonds in the full amount of the Contract Sum.

a. The payment and performance bonds, if any, shall name Owner as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".

b. Upon execution of the Contract Documents, the Contractor shall furnish to the Owner a Performance Bond and a separate Labor and Material Payment Bond in a form acceptable to the Owner. The bonds shall guarantee the Contractor's faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall remain in force until the Work has been completed and accepted by the Owner, the provisions of all guarantees required by these Contract Documents have been fulfilled, and the warranty periods and period for correction of the Work as provided in the Contract Documents have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Contractor shall bear all costs in connection with the bonds as a part of the Contract. One executed copy of

each bond shall be attached to each executed copy of the Contract Documents prior to the execution of the Contract Documents by the Owner.

- c. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

2.7 Termination

Termination by the City for Cause

1. The City may terminate the Contract if the Contractor:
 - a. Persistently or repeatedly fails to meet the dates and deliverables set forth within the Statement of Work.
 - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Project Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - b. Accept assignment of subcontracts; and
 - c. Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the City Project Manager's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Project Manager, upon application, and this obligation for payment shall survive the termination of the Contract.
5. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.

Termination by the City for Convenience

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
 - a. Cease operations as directed by the City in the notice;
 - b. Take actions necessary, or that the City may direct, for the protection and preservation of the work; and

- c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

2.8 No Collusion, Bribery or Conflict of Interest

By responding to this RFP, the Contractor shall be deemed to have represented and warranted that its Proposal submittal is not made in connection with any competing Contractor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City, or other government official at the state or federal level, in connection with this RFP.

END OF SECTION

SECTION 3: Specifications

The following information is provided as a guide of the existing system in each location at the City. The proposal should detail how the proposed solution will be implemented in each site and with what equipment.

3.1 Network

Networking is available in every building, all Cat5 or greater. At the Opera House and Police Department, there is generally one CAT5 already used by a computer and one phone line available per desk. We are open to either using the existing phone lines via a converter or using a CAT5 system that requires the computing device to plug into the back of the Phone. The Opera House, Police Department, and Liberty Center are connected via fiber. Please break out the proposal pricing by location.

3.2 Opera House

- Meridian Phone System
- Nortel handsets
- 1 Centrex line per phone for voicemail from Farmers Telecom
- 2 phones with sidecars for reception
- 44 lines, 2 fax
- RJ11 connectivity to fourth floor telco closet

3.3 Police Department

- Meridian Phone System
- ~10 administrative lines in E911
- 6 overflow lines into the E911
- ~4 lines in IT
- ~81 lines on the first floor
- NICE Recording system – **records all lines plus E911 system**

3.4 Police Narcotics

- Nortel System.
- Separate building from PD
- 11 lines
- 1 receptionist station with separate line and management of the other 11.
- 1 fax

3.5 Liberty Center

- Cisco Call Manager
- Cisco UNITY system
- RJ45 connections with existing PoE switches
- Cisco handset (79xx)
- 76 lines total
 - 68 phone

- 7 fax
- 1 alarm system
- PRI via Farmers Telecom

3.6 Stadium Rd Fire Department

- Meridian/Nortel system
- RJ11 connectivity
- 2 lines total
- 8 phones
- 1 fax/security

3.7 Visitor's Center

- Cisco phone system
- RJ45 connectivity
- 9 lines
- 5 voice
- 4 fax/security

3.8 Features

The following features were determined as desirable by City Staff and the selection committee. In Section 4 of the RFP, please detail if and how the proposed solution will meet these requirements. If the solution requires an additional modification beyond that provided by the at-large system, please detail that requirement and detail the modification's costs in Section 6.

1. Custom call-hold system allowing for announcements by the City
2. Automated Attendant
3. Menu system customizable by City staff
4. Time-and-date schedulable menu changes to handle after-hours and holiday changes to the menu on a by department basis.
5. Caller ID
6. Web-based management of user functions
7. Voicemail copied to e-mail
8. Call Hold
9. Call waiting
10. Transfer active calls to/from cell
11. Conference Calling (minimum 4 party)
12. Ad-hoc conference lines available to outside users
13. Quality duplex speakerphone
14. City-wide phone directory
15. Site-specific 911 capability
16. 4-digit transfer between this system and existing systems in Fire Department and Public Services Buildings.

17. The Police Department phones must record all inbound and outbound calls. The recordings are managed by 911 Dispatch. The system will either need to leverage the existing NICE system to meet this need or be replaced with a system that will provide equivalent features.
18. The dispatch lines integrate into the existing Motorola 911 system via punch-down block. This will need to be maintained with the transition. As the City upgrades the 911 system, the lines will need to be compatible in the future with an IP-based protocol such as SIP. Describe how the system will interact now and what compatibility will be available in the future.
19. Allow acceptance of roll-over calls from other systems in the City:
 - 19.1 Rollover Utility Billing IVR system for live assistance
 - 19.2 After-hours rollover of main line for Public Services, Sewer to E911

3.9 Phones

1. Phone headset option
2. Assume 1 'reception' station per building, with rollover to reception stations at PD, Opera House, and Liberty Center.
3. Assume '2-line' phone stations with duplex speakerphone for all others.
4. Please include an option for four 802.11 wireless phones, if applicable to your system.

3.10 Implementation

Please detail the plan for implementation of the proposed solution at the various sites.

- Will there be any variation in the implementation between sites?
- Will the work be performed during the day or after-hours? Will the users experience be unable to use their phones for any period of time?
- The dispatch lines and phone access are required on a 7x24 basis. Access to the phone system will need to be scheduled well in advance and any downtime will need to be performed in less than five minutes and be immediately reversible if issues occur. Please detail how this will be handled.
- Include an estimated timeline assuming an award date of 1/15/2014.

3.11 Training

Training sessions on phone and system features should be made available on multiple occasions. If on-site training is available, we would like that quoted as an option. Online help and video tutorials as well as regular webinars should be available to employees for reference, refresher training, and new employee orientation. Please detail what training is available, both to users at the time of implementation as well as to new employees. In the 'Ad-hoc' costs section of Form C, please list the cost for training of new employees if there is a per-employee cost. Otherwise, please detail in the 'Other' section of Form C the costs any training options available after implementation.

3.12 Support

Overall system and 'line' monitoring and support should be available 7x24x365. Issues impacting public safety should have a 30-minute phone response time and 4-hour onsite response time for critical issues. All other critical issues should have a same-day response time. Any additional cost beyond infrastructure

(wiring, networking equipment, and additional handsets) for adds, moves, and changes should be detailed in this section.

END OF SECTION

SECTION 4: Proposal Requirements

4.1 Submittals

Firms are requested to submit Thirteen (13) copies of the proposal in the following format:

- FORM A – Proposal Cover Sheet
- Section 1 – Company Background and Information
- Section 2 – Proposed Solution Features/Benefits
- Section 3 – Implementation Specifications
 - 3.1 Network
 - 3.2 Opera House
 - 3.3 Police Department
 - 3.4 Police Narcotics
 - 3.5 Liberty Center
 - 3.6 Stadium Rd Fire Department
 - 3.7 Visitor’s Center
- Section 4 – Feature Specifications
- Section 5 – Implementation
- Section 6 – Training
- Section 7 – Support
- Section 8 – Costs
 - Form C

Due to time limitations of the Selection Committee members, **proposals should be limited to no longer than twenty-five (25) single-sided pages.** Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 25 page limit). **Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information must include staff resumes which will be assigned to this project. Please also include Form B: descriptions of similar projects in size and scope of work, and project references. No proposal may be withdrawn for a period of ninety (90) days after the submittal date.**

4.2 RFP Evaluation

Each Proposal will be evaluated on the Contractor’s responsiveness to the requirements of this RFP as demonstrated in the Contractor’s Proposal. Evaluations will focus on identifying strengths, weaknesses, deficiencies and risks associated with the Contractor’s Proposal. The City reserves the discretion to choose on the basis of the best overall value and benefit to the City. Evaluation criteria include, but are not limited to, the following, listed in relative order of importance:

Percentage	Category	Criteria
25%	Demonstrated & Proven ease-of-use to employees	<ul style="list-style-type: none"> • Ease-of-Use shown in demo • Reported Ease-of-User by references
25%	Completeness of system features as requested above	<ul style="list-style-type: none"> • Ability to meet criteria of listed RFP features
10%	Past Project Experience of similar	<ul style="list-style-type: none"> • Clarity of description of references

	project process	<p>provided that are of similar scope-and-breadth of City</p> <ul style="list-style-type: none"> • Quality of reference responses
10%	Municipal Government, Public Safety, and Regional Experience	<ul style="list-style-type: none"> • Clarity of description of references provided that are of similar scope and are either local governments in South Carolina and/or are within 100 miles of Sumter, SC. • References that demonstrate an public safety agencies and or facilities • Quality of reference responses
10%	Type of training offered and approach to training	<ul style="list-style-type: none"> • Training capabilities described in response versus requirements • Demonstrated training capabilities • Reference feedback
10%	Quality and system and stability of vendor	<ul style="list-style-type: none"> • Three years of financials and forward looking statements. • Years experience installing proposed vendor & system • Years experience installing VoIP phone systems • Years experience installing phone systems
5%	Differences found between stated features in RFP and feature/functionality discovered in discovery process.	<ul style="list-style-type: none"> • Features stated in RFP or at demonstration versus those demonstrated. • Features stated in RFP versus feedback of features from references.
5%	Cost	<ul style="list-style-type: none"> • Differences in 1,3,and 5 year total cost of ownership including annual maintenance agreements

4.3 Selection Process

The City will conduct a fair and impartial evaluation of all Proposals that are received in accordance with the provisions of this RFP. The City will appoint a committee to perform technical evaluations, rank submittals, and make selection recommendations based on consensus. Proposals may be held by the City for a period not to exceed 90 calendar days from the due date for the purpose of reviewing proposals and investigating qualifications of Contractors.

The City reserves the right to obtain clarifications or additional information from any Contractor regarding its Proposal. All Contractors that submit Proposals will be notified of final selection decisions. Final recommendation of any selected Contractor is subject to availability of funding and review and action of the City Council or appropriate City officials to award a contract.

4.4 Taxes

The City of Sumter pays SC Sales Taxes in the amount of 8%. However, the City of Sumter is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **INCLUDE ALL APPLICABLE TAXES IN YOUR COST PROPOSALS.**

4.5 BUSINESS LICENSE REQUIREMENT

At the time of submittal of a response to this RFP, a Contractor shall possess all applicable federal, state, and local licenses and certifications required to perform the Scope of Work delineated in this RFP. Throughout the duration of the Contract the Contractor shall be responsible for complying with federal, state, and local regulations for applicable licenses required to perform the services or work for the Contract Documents.

It is required that each Contractor/firm awarded a contract agreement and/or purchase order with the City of Sumter, either secure a business license or update their current business license for the contract or purchase order amount for the work being done inside the city limits.

END OF SECTION

FORM A – Proposal Cover Sheet

Project Name - RFP #01 13/14

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

Company Full Legal Name:

Contact Person for RFP Process:

Address:

City/State/Zip:

Telephone Number:

Fax Number:

Email Address:

City/County Business License #

The person executing the Proposal, on behalf of the Contractor, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Contractor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract and that the Contractor intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Contractor and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

The information contained in this Proposal package, including all forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. I certify that have given true, accurate and complete information in this Proposal to the best of my knowledge.

**Represented and Warranted By
(Authorized Signature):**

Printed Name and Title:

Date Signed:

FORM B – Experience and Qualifications

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL - Make additional copies of this form as needed

Identify at least five (5) projects completed within the last three (3) years performed by your company that was similar in size and service. 'Enhancements' are those costs agreed to by your Customer that were added after the initial contract signing that were not required for completion of the contract's initial scope and 'Change Orders' are those costs that were not part of the original contract but are required for completion of the contracts initial scope of work. Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

Customer:		Costs:	
Project Name:		Contracted:	\$
Start Date:	End Date:	Enhancements/Change Orders:	\$
		Final Costs:	\$
Scope of Work, if applicable, a description of change orders:			

FORM B – Experience and Qualifications, Part II

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL - Make additional copies of this form as needed

Identify key staff members of the Contractor to be assigned to this project:

Employee Name	Job Title/Role	Time with Company

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

FORM B – *Cont'd*

3. List all subcontractors to be used and their services:

Subcontractor Name	Services to be Provided

4. List any lawsuits or fines for violations issued to your firm or subcontractor firms during the last 5 years. List the cause of the complaint or violation and the dollar amount of the fine. Please list and occurrences when your Payment and Performance Bonds were revoked in the last five years and the reasons why.

Complaint/Violation	Fine \$ Amount

FORM C – 2013 Cost Proposal

THIS FORM MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL. ADDITIONAL PRICING INFORMATION IS WELCOME

Location:	Opera House	Police Dept	Narcotics	Liberty Center
# of Handsets / \$ per				
<vendor Type #1>				
<vendor Type #2>				
<vendor Type #3>				
<add lines as needed>				
# of outbound lines available				
Upfront Costs:				
Installation Services				
Training				
Network Equipment				
Phone System				
Handsets				
Other (specify)				
TOTAL:				
Y1 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y2 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y3 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y4 Recurring Costs:				

Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y5 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Ad-Hoc Costs				
Additional Phone				
Remove Move				
Move Phone				
Site Visit				
New User Training				
Other (specify)				
TOTAL:				

Please detail the reasons for 'Other' costs below:

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

Location:	Stadium Rd FD	Visitor's Center	Narcotics	Liberty Center
# of Handsets / \$ per Handset				
<vendor Type #1>				
<vendor Type #2>				
<vendor Type #3>				
<add lines as needed>				
# of outbound lines available				
Upfront Costs:				
Installation Services				
Training				
Network Equipment				
Phone System				
Handsets				
Other (specify)				
TOTAL:				
Y1 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y2 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y3 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Y4 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				

Other (specify)				
TOTAL:				
Y5 Recurring Costs:				
Lines				
Minutes				
Training				
Maintenance				
Other (specify)				
TOTAL:				
Ad-Hoc Costs				
Additional Phone				
Remove Move				
Move Phone				
Site Visit				
New User Training				
Other (specify)				
TOTAL:				

Please detail the reasons for 'Other' costs below:

Appendix A – CJIS Requirements

Below are excerpts of CJIS requirements that apply to this RFP. The selection is not exclusive; it is the vendor's responsibility to ensure they are compliant with all requirements.

5.9.1.4 Access Control for Transmission Medium

The agency shall control physical access to information system distribution and transmission lines within the physically secure location.

5.10.1 Information Flow Enforcement

The network infrastructure shall control the flow of information between interconnected systems. Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. In other words, controlling how data moves from one place to the next in a secure manner. Examples of controls that are better expressed as flow control than access control (see section 5.5) are:

1. Prevent CJ from being transmitted unencrypted across the public network.
2. Block outside traffic that claims to be from within the agency.
3. Do not pass any web requests to the public network that are not from the internal web proxy.

Specific examples of flow control enforcement can be found in boundary protection devices (e.g. proxies, gateways, guards, encrypted tunnels, firewalls, and routers) that employ rule sets or establish configuration settings that restrict information system services or provide a packet filtering capability.

5.10.1.1 Boundary Protection

The agency shall:

1. Control access to networks processing CJ.
2. Monitor and control communications at the external boundary of the information system and at key internal boundaries within the system.
3. Ensure any connections to the Internet, other external networks, or information systems occur through controlled interfaces (e.g. proxies, gateways, routers, firewalls, encrypted tunnels). See Section 5.10.4.4 for guidance on personal firewalls.
4. Employ tools and techniques to monitor network events, detect attacks, and provide identification of unauthorized use.
5. Ensure the operational failure of the boundary protection mechanisms do not result in any unauthorized release of information outside of the information system boundary (i.e. the device shall "fail closed" vs. "fail open").
6. Allocate publicly accessible information system components (e.g. public Web servers) to separate sub networks with separate, network interfaces. Publicly accessible information

5.10.1.2 Encryption

1. Encryption shall be a minimum of 128 bit.

2. When CJJ is transmitted outside the boundary of the physically secure location, the data shall be immediately protected via cryptographic mechanisms (encryption). EXCEPTIONS: See sections 5.5.7.3.2 and 5.10.2.
3. When CJJ is at rest (i.e. stored electronically) outside the boundary of the physically secure location, the data shall be protected via cryptographic mechanisms (encryption).
4. When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards.

Note 1: Subsequent versions of approved cryptographic modules that are under current review for FIPS 140-2 compliancy can be used in the interim until certification is complete.

Note 2: While FIPS 197 (Advanced Encryption Standard) certification is desirable, a FIPS 197 certification alone is insufficient as the certification is for the algorithm only vs. the FIPS 140-2 standard which certifies the packaging of an implementation.

5. For agencies using public key infrastructure technology, the agency shall develop and implement a certificate policy and certification practice statement for the issuance of public key certificates used in the information system. Registration to receive a public key certificate shall:
 - a) Include authorization by a supervisor or a responsible official.
 - b) Be accomplished by a secure process that verifies the identity of the certificate holder.
 - c) Ensure the certificate is issued to the intended party.

5.10.1.4 Voice Over Internet Protocol

Appropriate agency officials must explicitly authorize the use of Voice over Internet Protocol (VoIP). Agencies using the VoIP protocol shall:

1. Establish usage restrictions and implementation guidance for VoIP technologies.
2. Document, monitor and control the use of VoIP within the agency.

5.12.1.2 Personnel Screening for Contractors and Vendors

In addition to meeting the requirements in paragraph 5.12.1.1, contractors and vendors shall meet the following requirements:

1. Prior to granting access to CJJ, the CGA on whose behalf the Contractor is retained shall verify identification via a state of residency and national fingerprint-based record check.
2. If a record of any kind is found, the CGA shall be formally notified and system access shall be delayed pending review of the criminal history record information. The CGA shall in turn notify the Contractor-appointed Security Officer.
3. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA or the CJA (if the CGA does not have the authority to view CHRI) shall review the matter.
4. A Contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified.
5. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

6. The CGA shall maintain a list of personnel who have been authorized access to CJl and shall, upon request, provide a current copy of the access list to the CSO.

Applicants with a record of misdemeanor offense(s) may be granted access if the CSO determines the nature or severity of the misdemeanor offense(s) do not warrant disqualification. The CGA may request the CSO to review a denial of access determination.