SUBJECT: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

BID #: ESC-0048-19 **OPEN DATE: 2019-01-09**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – FROM DATE OF AWARD THROUGH THE COMPLETION OF PROJECT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 28 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the contract award to Presidio Networked Solutions, LLC, in the amount of $435,675.25 to utilize the Package B option to enhance the Cisco Unified Contact Center previously included in the bid. The revised total award expenditure not-to-exceed $710,581.83.

Funding for this award to be encumbered by account 53106.113002.565091.000639, to be executed by purchase order(s) and formal contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Previous Award

Analyst: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
for GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

March 11, 2020

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO Kenneth E Lathrop

TG 3/11/20 FROM: Thomas Ossi, Technology Contract and Records Manager, ITD Thomas Ossi

SUBJECT: ESC-0048-19 Migration of 630-City Call Center to Cisco Contact Center and CTI Integration with Oracle CX – Award Increase

---

Information Technologies Division (ITD) on behalf of the 630-City Call Center submitted an RFP to Procurement Division to migrate 630-City from Nortel Contact Center to the Cisco Unified Contact Center Express 11.6 platform.

On January 31, 2019 Procurement approved the award to Presidio Networked Solutions, LLC, as the overall highest scoring vendor based on the results of the evaluations in the amount of $274,906.58 for Package A.

The City requests to enhance the Cisco Unified Contact Center with additional functionality previously included in BID ESC-0048-19 Package B Optional Items. The award increase in the amount of $435,675.25 is required, of this amount $19,000.00 is to be utilized for any additional contingencies. Vendor's Package B quote in the amount of $416,675.25 are the items the City has requested. The total award expenditure not-to exceed amount $710,581.83.

The services will be procured via purchase order and will require a formal contract amendment to City Contract # 10006-02 through the Office of General Counsel.

Funding Source:53106.113002.565091.000639.00000000.00000

Your favorable consideration of this request is appreciated.

Attachments: Presidio SOW Package B February 25, 2020
Presidio Quote February 25, 2020
Services Contract # 10006-02

CC: Michael Rooney, Network and Telecom Infrastructure Manager, ITD
Robert Gray, AITO, Technology Infrastructure Manager, ITD
Gary Steffens, Enterprise Architect Manager, ITD
Elizabeth Brown, IT Operations Manager, ITD

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

v1.7

PRESIDIO

630-City Package B

STATEMENT OF WORK

CITY OF JACKSONVILLE

FEBRUARY 25, 2020

BID NO: ESC-0048-19

PROPOSAL TEAM

Name	Title	Email
John Behee	Account Manager	JBehee@presidio.com
James McGehee	Business Development Manager	jmcgehee@presidio.com
Chad Dotson	Solution Architect	cdotson@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
1.0	01/08/2020	James McGehee	Initial Revision
1.1	01/22/2020	Chad Dotson	Internal Review Edits
1.2	02/04/2020	James McGehee	Updated with COJ's scheduling application: FAMCARE. Removed item 5 from assumptions.
1.3	2/05/2020	James McGehee	Removed signature block. This document is to be used as a reference guide supporting Presidio's response to the Package B RFP submission. Updated database integrations: Per Michael Rooney 2_5_2020 @2:50 PM call Internal engineering review
1.4	2/06/2020	Chad Dotson	Updates
1.5	02/13/2020	James McGehee	COJ/Presidio review call edits
1.6	2/23/20	James McGehee	Removed Travel and Expenses
1.7	2/27/20	James McGehee	Customer edits/acceptance (added "ivr" verbiage.

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1. EXECUTIVE OVERVIEW

1.1. Situation

This SOW encompasses services pertaining to the Information Technologies Division (ITD) of the City of Jacksonville, Florida's 630 City Call Center RFP Package B award (BID NO: ESC-0048-19). The city of Jacksonville wishes to enhance their Cisco Unified Contact Center Express (UCCX) IVR/ACD with features that are detailed in this SOW. Any feature not expressly detailed in this SOW is not considered in scope for the Florida's 630 City Call Center RFP Package B Package B award.

The following is a list of the requirements and functionality that is included in the Presidio SOW.

- Speech interactions will be provided for configuration items 9, 8,7 10,11 and 12 , with data collection and readback (text to speech) *(see example in table 1 below)* for the following:
- (9)Ability/IVR for callers to speak street number and street name, and have callers evacuation zone information read back.
- (8)Ability/IVR for callers to speak street number and street name, and have callers emergency shelter information read back.
- (7)Ability/IVR for callers to speak street number and street name, and have callers waste collection schedule information read back.
- (12)Create an IVR option for callers to create a new service request, based on information collected from customer. The service request would be passed to COJ's Oracle system
- (11)Configure an IVR option for callers to check the status of existing service requests, based on a request number (number can be spoken or entered via phone keypad)
- (10)Configure an IVR option to play date and time for available appointments, and allow the citizen to make a selection to schedule the appointment. The IVR will access the Oracle and/or FAMCARE application to determine open slots, and then schedule that appointment in Oracle after a customer selection is made.
- (3) Configure an option for customers to receive a call back (aka courtesy call back) CCB application, reserving position in queue, instead of waiting on hold. The estimate only includes professional services, although there may be a need for additional UCCX IVR ports as the overall application utilization increases. The IVR and CCB applications will need to be evaluated periodically throughout the lifespan for utilization needs(not included in this scope.)
- (4) Configure a Predictive outbound dialing application

TABLE 1
"Hello, thanks for calling the City of Jacksonville. To check the status of existing service requests *You can say, 'service request status, "* ["*service request status*"] *"Thanks. Please tell me your service request number* **["B3321"]** *"Thanks. Your service request is approved."* Users can also say "agent" at any time to speak to customer services representative.

Key applications that are a part of the solution are as follows:

- Cisco Contact Center Express (UCCX)
  - Existing solution
- Nuance Automatic Speech Recognition (ASR)
- Nuance Text to Speech (TTS)
- Nuance Address and Name Module

1.2. Project Timeline

Based upon our process, Presidio will conduct the kickoff meeting and design sessions, where project timeline will be a major focus. As part of the planning and design phase, Presidio will deliver a project schedule with tasks, resources, timelines, and dependencies to make any agreed upon date. Presidio will be flexible and creative in meeting the required timelines, and we will also be realistic by not over committing and setting unrealistic expectations.

We have included the project timeline provided by the City of Jacksonville to acknowledge that we have seen and understand the requested timeline. This is not a commitment that Presidio will make these dates, but we will work with the City of Jacksonville to determine mutually agreed upon dates that fit into this timeline as close as possible.

This SOW address only the services components of Presidio's Package B submission. COJ will be responsible for purchasing from Presidio Package B configuration lines 5 & 6 & 7* to cover Nuance address collection software components associated with this SOW.

***Note: Item 7 in Presidio's response shows $ 72,129.25. That line is comprised of $22,129.25 worth of required software that was bundled in our RFP line response.**

2. SYSTEM ENGINEERING AND PLANNING PHASE

2.1. Introduction

The Systems Engineering Planning Phase of this project is the detailed planning and design that incorporates a discovery process, analysis, and knowledge transfer. The results of this phase are detailed design recommendations and a specific project plan. Detailed planning is necessary to ensure that the proposed solution will meet project requirements and help to reduce risk of an unsuccessful or unexpectedly expensive outcome. The Systems Engineering and Planning Phase documents are the technical and operational foundation for a successful Execution Phase.

Presidio maintains heavy client involvement during this phase by incorporating City of Jacksonville representatives as part of the project Systems Engineering and Planning Team. This is done to ensure that all decisions being made are sensitive to client input and needs. Key Presidio team members will be assigned during the planning phase and will include the following:

2.1.1. Project Management

Presidio will provide a Project Manager (PM) who is familiar with the technology involved and experienced in project management best practice methodologies. Responsibilities will include:

- Work with City of Jacksonville and Presidio project personnel to prioritize and plan the activities for the duration of the engagement. Establish lines of communication and frequency of status reporting.
- Review and communicate the status of the project with periodic status reports or conference calls that highlight performance on planned tasks, as well as any issues or other areas requiring attention by Presidio and/or City of Jacksonville.
- Monitor quality on the project and establishing effective communications with City of Jacksonville staff, while maintaining focused, high-quality effort through project completion.
- Create an implementation schedule with all necessary tasks and associated timelines.
- Utilize both Presidio and City of Jacksonville resources, where applicable, to accomplish all tasks.
- Attend any appropriate Project Systems Engineering and Planning Phase Workshops that require PM participation and associated follow-up (Action Items, Resource Planning, etc.)

2.1.2. Engineering Personnel

Presidio will assign a lead senior consulting and systems architect who will lead this project from a technology and design perspective. This engineer will be responsible for

the engineering document(s) during the Systems Engineering and Planning Phase and will work closely with City of Jacksonville technical lead to ensure the design, configurations, equipment specifications, and methodology are accurate and in line with the overall project goals. This consulting engineer will also consider and make recommendations to ensure that the specifics of this project are in line with the greater system wide architecture and technology goals of City of Jacksonville.

2.2. Systems Engineering and Planning Phase Scope of Work

2.2.1. Project Kick-off

In order to introduce the appropriate parties from both City of Jacksonville and Presidio on the project, a project kick-off meeting will be held. The required attendees for the kick off meeting will be Presidio's project manager, lead engineer, and City of Jacksonville's project lead and technical representative.

During the project kickoff meeting the content of this Statement of Work (SOW) will be reviewed to ensure that there is a clear understanding between Presidio and City of Jacksonville as it relates to the roles and responsibilities of this project. The project kickoff phase should be held in person with the client and attended by as many Presidio resources as is reasonably possible.

2.2.2. System Engineering Workshops (SEW)

The purpose of the planning phase is to allow for the lead senior engineers from Presidio to fully understand both the technical and business requirements as they relate to how to technically configure the equipment within this SOW. Presidio often uses design workshops as the method for the Presidio lead engineer to come away with all of the information required to pre-configure, test, and implement the solution.

If, during a systems engineering workshop, it is determined that additional tasks are required to be performed by Presidio that are not outlined in this SOW, or were not originally intended to be part of this project, a change order at the end of this SOW will be utilized to make modifications to this project's scope and SOW.

For this scope of work, Presidio has estimated a total of 1 workshops lasting up to five (5) days onsite. At the conclusion of the system engineering workshop(s), Presidio will deliver 1 System Engineering Report (SER), containing the following information – pertaining to infrastructure and IVR call flows.

2.3. Systems Engineering and Planning Phase Deliverables

The following deliverables will be created by Presidio and provided to City of Jacksonville as part of the Systems Engineering and Planning Phase Deliverables:

Key Focus	Key Activities	Deliverable
• Project Kickoff	• Establish teams, define roles, and review project scope and planning schedule	• Project Schedule
• Planning and Design	• SEW • Analysis • Recommendations • Design	• System Engineering Report(SER)
• Execution Phase Timeline	• Deployment strategy and scope of work will determine final execution phase timeline	• Project Timeline
• Systems Engineering and Planning Completion	• Communicate Systems Engineering and Planning Phase completion	• Systems Engineering Acceptance document

3. EXECUTION PHASE

3.1. Introduction

The Execution Phase of this project consists of performing the detailed scope of work which will be developed and finalized in the Systems Engineering and Planning Phase. The Execution Team is comprised of both Presidio and City of Jacksonville experts, and is created to facilitate this process. During the Execution Phase, risk is continually mitigated by strong project management, technical leadership, detailed documentation, training, knowledge transfer tasks and a defined "freeze period" that fine tunes the solution and assures that the solution operates to functional specifications before project completion and handoff to the operations team. This is all done to ensure client satisfaction and unity with business goals and objectives.

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skill sets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to City of Jacksonville and utilize the appropriate resource for the task required.

3.2. Execution Phase Scope of Work

The following Execution Phase tasks will be performed during this phase:

<u>Nuance ASR/TTS/Address Dialogues*:</u>

- Configure up to three (3) Database Integrations to COJ's GIS, Enterprise Oracle Database and/or FAMCARE to support the following. COJ will provide the database connection that allows the data to be read back to the caller. Presidio will connect to the appropriate COJ database using standard API's:
- Ability for callers to speak street number and street name, and have callers evacuation zone information read back. Presidio will connect to GIS to provide information to the caller.
- Ability for callers to speak street number and street name, and have callers emergency shelter information read back. Presidio will connect to GIS to provide information to the caller.
- Ability for callers to speak street number and street name, and have callers waste collection schedule information read back. Presidio will connect to GIS to provide information to the caller.
- Configure up to one (1) IVR self-service option for callers to create up to one (1*) type of service request, based on information collected from the customer. The service request would be passed to COJ's Oracle system. Customer Address, SSN, Phone Number and/or Date of Birth, one or more data fields for customer information will be passed to COJ's Oracle system.
    - *COJ will need to provide one (1) service request type to be used for this engagement: **Service request can be found at: https://myjax.custhelp.com**
    - Presidio included services for one service request that provides a caller up to 1 menu with up to 3 submenus; each submenu will have up to four

(4) speech tags. Speech tags are defined as options presented to the caller i.e. "*Garbage, bulk, yard*" as seen in the example below.

- *Example. <service request> (beginning of call flow)*

  1. *Waste collection (menu 1)*

  <what is your address> <caller gives address>

  2. "Say" *Residential Waste Collection Schedule*, or ***Submit Waste Collection Request*** (Submenu 1)
  3. "Say" *Missed Collection Type*: *My home* or *Entire Street* (Submenu 2)
  4. "Say" What was missed, *Garbage, bulk, yard,* etc...(Submenu 3)

  <we have entered your service request and a representative will be contact with you>

- Configure one (1) IVR option for callers to check the status of an existing service requests, based on caller ANI or request ID (alpha numeric example: 200206-001415. The number can be spoken or entered via phone keypad. This will only lookup requests in COJ's Oracle system.
- Configure one (1) IVR option to play date and time for available appointments, and allow the citizen to make a selection to schedule the appointment. The IVR will access the FAMCARE system to determine open slots for up to one (1) COJ department (i.e. School Board or Employee Services and then schedule that appointment in FAMCARE after a customer selection is made.)

*Out of box Nuance Provided Grammars will be used

Courtesy Call Back (CCB)*

Courtesy Callback reduces the time callers have to physically wait on hold or in a queue. The feature enables your system to offer callers (who meet your criteria) the option to receive a courtesy callback by the system instead of waiting on the phone for an agent. The caller who has been queued by CCB can hang up and subsequently be called back when an agent is close to becoming available (preemptive callback).

- Configure one (1) Courtesy Call Back Script
- Enable Courtesy Call Back for one (1) CSQ (Customer Service Queue)

* There may be a need for additional UCCX IVR ports as the overall application utilization increases.

Predictive Outbound Dialer*

- Enable UCCX Subsystems needed to support the Outbound Dialer
- Configure one (1) Outbound CSQ
- Configure one (1) Dialing Time Range
- Configure one (1) Campaign
- Import / customer generated dialing file from one COJ source (flat file, CSV or FTP)

*Outbound dialer ports will need to be purchased by COJ and have not been included in Package B pricing

COJ Responsibilities for Phase 3:

- Provide required hardware (VMware compute)to support Nuance software
- Provide any Microsoft Server/SQL licensing
- Provide any Cisco licensing as needed (i.e. dialer or IVR ports)
- Provide web-services and Configurations as needed for Oracle, FAMCARE and GIS using standard API's (i.e. SQL ODBC, HTTP POST/GET or JDBC)
- Provide all database troubleshooting related to database Integrations (GIS, Oracle, FAMCARE)
- Participate in failover/user testing
- Sign off on a successful test scenario(s)
- Provide Dialing list for the predictive dialer
- Provide Cisco IOS Gateway needed for Outbound Dialer

3.3. Network Ready for Use Testing (NRFU)

Network Ready for Use (NRFU) testing provides system level testing of UCCX applications and focuses on the following areas:

- System Integrity to ensure that services and processes are set and running correctly, including a comprehensive review of the error logs
- Operational testing to ensure that deployed functionality adheres to the design
- Fault Tolerance testing to test failover functionality of appropriate components and resiliency of functionality during outages

Presidio will conduct NRFU testing as part of this engagement. A NRFU test plan will be developed and delivered to the Customer for review prior to conducting the testing event. NRFU test execution will be performed after the system is fully configured, and after Presidio's internal quality management system peer review process has been complete. The NRFU testing will be conducted with City of Jacksonville, and will be completed before the system is turned over to City of Jacksonville for user acceptance testing (UAT).

Per the City of Jacksonville requirements, applications will be tested and approved, via a City provided test number before go live

3.4. Knowledge Transfer

Cisco Administration knowledge transfer will be conducted over 1 day (8hours)

- Over the shoulder completed by onsite contact center engineer
- Knowledge transfer delivered on as-built system
- Covers Nuance administration
- Knowledge transfer will be provided at City of Jacksonville main office location
- WebEx can be used during the training for delivery.

3.5. Go Live and Support

Presidio understands the criticality of a smooth go-live ensuring the first day in service (FDIS) is uneventful and seamless to the end-users. As such, cutover planning begins during the testing phase and includes not only Presidio but its vendors and customer. A cutover plan is created and reviewed weekly with the team. The plan is continuously updated, and is confirmed as agreed to by all parties during the final go-no-go communications call. The cutover plan and planning includes:

- Communications of cutover and FDIS conference bridge information
- Identification of resources (onsite and remote) with roles, responsibilities, and calendar schedule during the cutover and FDIS
- Identification of escalation personnel from Presidio, its vendor and customer with contact information if the need arises
- Identification, continuous review and update of pre-cut tasks with assigned dates of completion that are required before going live
- Identification, continuous review and update of cut task to be performed during the actual cutover event with detailed task description and estimated start and stop times
- Detailed list of Cisco SMARTnet contract numbers with associated detailed list of hardware/software coverage
- Backout/Rollback tasks with details of estimated timeline in case something prevents the go-live event from happening.
- A go-no-go conference call to ensure all pre-cut tasks are complete, cut risks discussed with strategy for handing risks agreed upon, and final concurrence by all stakeholders that collectively, cutover should proceed.
- Maintaining a single Issues Log for the reporting, classification, and prioritization of issues that may arise during the cutover or during FDIS.

For this project, Presidio will provide 1 cutover events with 1 cut plans. FDIS will be 3-days onsite (1 days deployment and 2 days support); up to two (2) days remote support following the cutover event. Presidio will require two acceptance documents for each cutover and FDIS event to be signed at the end of each activity:

- Cutover Complete: This acceptance signifies that Presidio has moved the system into production; all cutover testing in preparation for FDIS is complete; and all issues are resolved with the exception of any item listed on the issues log.
- FDIS Complete: This acceptance signifies that the system is fully operational; all support provided by the professional services implementation team has been fulfilled and the system is turned over to the customer for support; and all issues are resolved with the exception of any item listed on the issues log.

3.6. Execution Phase Deliverables

The following deliverables will be created by Presidio and provided to City of Jacksonville as part of the Execution Phase Deliverables:

Key Focus	Key Activities	Deliverable
• Execution	• Installation • Configuration • Testing • Go Live • Freeze Period	• Final Project Documentation
• Project Completion	• Communicate project completion	• Project Completion and Acceptance document

3.7. Change Management Process

In the event both Presidio and City of Jacksonville agree to a change in this Statement of Work, a written description of the agreed change will be prepared, which both parties must sign. A Project Change Request (PCR) Form will be used to describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, Presidio may charge for the effort required to analyze it. When charges are necessary to analyze a change, Presidio will provide a written estimate and begin the analysis upon written authorization from the City of Jacksonville. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

4. ASSUMPTIONS

Presidio made the following assumptions when developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. The following project assumptions will be verified in the planning and design phase.

Facilities

1. City of Jacksonville will comply with all physical and environmental requirements per vendor specifications and will provide all racking, cabling, power, and UPS needed for this project

Contact Center

2. Presidio will perform most of the Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except Presidio holidays, unless otherwise specified
3. Some of the Services provided will be performed during the night shift and weekends. City of Jacksonville will provide the required access to systems and resources, as required
4. Some activities on this project, where appropriate, will be performed on Presidio's premises
5. City of Jacksonville technical resources will be made reasonably available to the Presidio project team
6. City of Jacksonville will provide Presidio administrative access on appropriate devices for the success of this project
7. Additional required tasks discovered after the execution of this SOW, that are not mentioned in this SOW are not included and will require a change order
8. Defective equipment provided by City of Jacksonville utilized for this solution that requires Presidio additional hours of troubleshooting may require a change order
9. Troubleshooting issues due to City of Jacksonville configuration changes may require a change order
10. Presidio will be provided all required physical access to the City of Jacksonville facilities (identification badge, escort, parking decal, etc.) as required by City of Jacksonville policies
11. City of Jacksonville technical resources will be made available to the Presidio project team for planning purposes and to answer questions about the existing environment
12. City of Jacksonville resources will participate in the acceptance and ready for use testing associated with this solution and sign off on those tests upon successful completion
13. All final configuration decisions as made by the City of Jacksonville will be addressed within documentation and signed by the customer prior to the start of any configuration
14. Any custom Cisco reporting outside of standard CUIC "out of the box" reports are not required under this Scope of Work.
15. Reports pertaining Nuance speech recognition where not requested as part of this RFP; this can be provided for additional cost.

16. Wall boards are not reflected under the services included in this Scope of Work
17. City of Jacksonville is responsible for any required Microsoft licenses, unless City of Jacksonville has explicitly asked that Presidio include them in the Bill of Materials (BOM)
18. Presidio must receive a receive a purchase order from City of Jacksonville to assign a team. Based upon current workload, team assignment and scheduling may take up to 8-10 weeks
19. Services provided for database connectivity to Oracle, FAMCARE and/or GIS assume we can access data using API standards: ODBC or JDBC

Policies and Access

20. City of Jacksonville will provide to Presidio during the Planning Phase any change management policy and procedure that will need to be followed as part of the Execution Phase. City of Jacksonville will manage the internal change management process and any communications to end users
21. Remote access will be provided to Presidio in support of this project

5. PRICING

Presidio will invoice City of Jacksonville based on the project milestone(s) listed below, upon customer sign off:

Package-B –ITEMS	Amount	Fixed / Estimated
Configuration Item 9: Configure an IVR option to allow callers to speak street number and street name, and have callers evacuation zone information read back. This information will be obtained from database APIs	20,000.00	Fixed
Configuration Item 8: Configure an IVR option to allow callers to speak street number and street name, and have recommended emergency shelter location read back. This information will be obtained from database APIs	20,000.00	Fixed
Configuration Item 7: Configure an IVR option to allow callers to speak street number and street name, and have their solid waste collection schedule read back. This information will be obtained from database APIs ***Note: Item 7 in Presidio's response shows $ 72,129.25. That line is comprised of $22,129.25 worth of required software that was bundled in our RFP line response.**	$50,000.00	Fixed
Configuration Item 3: Configure an option for customers to receive a call back, reserving position in queue, instead of waiting on hold	$27,000.00	Fixed
Configuration Item 12: Configure an IVR option for callers to create a new service request, based on information collected from customer	$50,000.00	Fixed
Configuration Item 11: Configure an IVR option for callers to check the status of existing service requests, based on a request number. This information will be obtained from database APIs	$30,000.00	

Configuration Item 10: Configure an IVR option to play date and time for available appointments, and allow the citizen to make a selection to schedule the appointment. This information will be obtained from database APIs	$95,000.00	Fixed
Configuration Item 4: Configure a Predictive outbound dialing application	$9,000.00	Fixed
Total	**$301,000.00**	

Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing listed above.

Final

PRESIDIO

QUOTE: 2001720006617-02
DATE 02/25/2020

TO:
City of Jacksonville
Robert Gray
Finance Department 117 W. Duval St., Suite 375
Jacksonville, FL 32202

grayr@coj.net
(p) 904-222-2222

FROM:
Presidio Networked Solutions
Gabe Stix
8647 Baypine Road
Building 1
Suite 100
Jacksonville, FL 32256

gstix@presidio.com
(p) 301.313.2087
(f) 904 638 5611

Customer#: CITYO222
Account Manager: John Behee
Inside Sales Rep: Gabe Stix
Title: COJ - Nuance

#	Part #	Description	Unit Price	Qty	Ext Price
Nuance					
1	NUANCE LICENSE	NUANCE LICENSE	$115,675.25	1.0000	$115,675.25
		Comments: Package B Bid Software & 1 year maintenance: Configuration Lines 5, 6, & 7 Configuration Line 7 in Package B pricing submission included software and installation services ($72,129.25). Above only includes the software/maintenance ($22,129.25). services for Configuration line 7 ($50,000) is included in Presidio's SOW			
			Total (Nuance):		**$115,675.25**
Services					
2	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$20,000.00	1.0000	$20,000.00
		Deliverable: Configuration Item 9			
3	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$20,000.00	1.0000	$20,000.00
		Deliverable: Configuration Item 8			
4	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$50,000.00	1.0000	$50,000.00
		Deliverable: Configuration Item 7			
5	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$27,000.00	1.0000	$27,000.00
		Deliverable: Configuration Item 3			
6	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$50,000.00	1.0000	$50,000.00
		Deliverable: Configuration Item 12			
7	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$30,000.00	1.0000	$30,000.00
		Deliverable: Configuration Item 11			
8	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$95,000.00	1.0000	$95,000.00
		Deliverable: Configuration Item 10			
9	PS-SVC-CONCTR-FF	Fixed Fee pricing for Contact Center Professional Services	$9,000.00	1.0000	$9,000.00
		Deliverable: Configuration Item 4			
			Total (Services):		**$301,000.00**

Sub Total:	**$416,675.25**
Grand Total:	**$416,675.25**

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein

Pricing
- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing
- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping
- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability
- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy
- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy
- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases
- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice

Software terms
- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders
- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider
- The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements
- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT

SmartNet (Third party Maintenance)
- CLIENTS rights are subject to the terms provided by the applicable manufacturer (per website address)

Confidential Information.
• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care
Export Law Compliance
• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U S Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State
Miscellaneous Terms
• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

:CT: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION
, H ORACLE CX

BID #: ESC-0048-19

OPEN DATE: 2019-01-09

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – FROM DATE OF AWARD THROUGH THE COMPLETION OF PROJECT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 28 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest scoring responsive, responsible bidder, Presidio Networked Solutions, LLC, for Migration of 630-City Call Center to Cisco Contact Center and CTI Integration with Oracle CX. Period of service will be from the date of award through completion of the project. Total award expenditure not-to-exceed $274,906.58 for Package A.

Funding for this award to be encumbered by account AFIT53A-ITES01-01 Sub-Object 069509, to be executed by purchase order(s) and formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Abstract of Bids, Terms and Conditions, Description of Services

Analyst: RUBEN OLA

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 1/31/19

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED DISAPPROVED DATE 1/31/19

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mouser
Chief Administrative Officer
For, Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

January 23, 2019

01/24/19 10:45:13
Procurement Division

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager, ITD Thomas Ossi

SUBJECT: ESC-0048-19 Migration of 630-City Call Center to Cisco Contact Center and CTI Integration with Oracle CX

Information Technologies Division (ITD) on behalf of the 630-City Call Center submitted an RFP to Procurement Division to migrate 630-City from Nortel Contact Center to the Cisco Unified Contact Center Express 11.6 platform.

Procurement provided the bid tab sheet for our review. The maximum points for each category are provided in the evaluation matrix. The total maximum points a vendor can score is 100 points. Two (2) bid proposals were received. ITD Management recommends awarding to Presidio Networked Solutions, LLC, as the overall highest scoring vendor based on the results of the evaluations in the amount of $274,906.58 for Package A. The items listed in Attachment B were optional. Funding Source AFIT53A – ITES01-01 Sub Object 069509.

VENDOR	Package A & Package B Pricing 25 Points Max	Vendor References 20 Points Max	Project Plan & Timeline 40 Points Max	Project Resource Resume 15 Points Max	Total 100 Points Max
Nelsync Network Solutions, Inc.	25.00	0	36.67	15	76.67
Presidio Networked Solutions, LLC	20.08	13.33	36.67	15	85.08

The bids were evaluated by following committee: Monica Cichowlas, Customer service Manager; Kandie Bagby, Sr. Business System Analyst, and Jeremy McDaniel, Senior Voice Engineer. The services will be procured via purchase order and will require a formal contract through Office of General Counsel. Scoring Matrix Tab Sheet Included.

Your favorable consideration of this request is appreciated.

CC: Michael Rooney, Network and Telecom Infrastructure Manager, ITD
Robert Gray, AITO, Technology Infrastructure Manager

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

10006-02

SERVICES CONTRACT

BETWEEN
THE CITY OF JACKSONVILLE
AND
PRESIDIO NETWORKED SOLUTIONS LLC
FOR
CITY CALL CENTER MIGRATION AND INTEGRATION

THIS CONTRACT, made and entered into this **22nd** day of **March**, 2019 (the "***Effective Date***"), by and between the **CITY OF JACKSONVILLE** (the "***CITY***"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **PRESIDIO NETWORKED SOLUTIONS LLC** ("***CONTRACTOR***"), a Florida limited liability company.

WHEREAS, the CITY issued a Request for Proposal No. ESC-0048-19 (the "***RFP***") for certain services described in the RFP (the "***Services***"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated January 9, 2019, consisting of 60 pages which are on file with the CITY (the "***Response***"), the CITY's Competitive Sealed proposal Evaluation Committee and Mayor approved the award of this Contract to CONTRACTOR on January 31, 2019;

WHEREAS, CONTRACTOR and CITY have negotiated the Statement of Work for the Services attached to this Contract as Exhibit A (the "***SOW***")

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Performance of Services. CONTRACTOR shall perform the Services as specified in this Agreement, the SOW, the RFP and the Response.

2. Compensation. CITY will pay CONTRACTOR the fixed sum of $205,450.58 for the Services upon completion and Acceptance of the Billing Milestones set forth in Section 5 of the SOW. CITY will pay CONTRACTOR the fixed sum of $69,456.00 for the Services upon completion and Acceptance of the Services described in Section 3.3 of the SOW. The term Acceptance shall have the meaning given to the term in Section 3.17 of the RFP.

3. Maximum Indebtedness. As required by Section 106.431, Ordinance Code, CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SIX AND 58/100 DOLLARS ($274,906.58)**. CITY's obligations under this Contract shall be contingent upon the existence of lawfully appropriated funds for the Services and this Contract.

4. Term. The term of this Contract shall commence on the Effective Date and shall continue in force through completion of the Services, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract shall extend past termination including, but not limited to, Warranty and Indemnification provisions.

5. Contract Documents. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- The SOW
- Any amendments to the RFP
- The RFP as originally issued
- Any Purchase Order issued by CITY under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. Notices. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:
City of Jacksonville
Information Technology Division
214 North Hogan Street
Jacksonville, Florida 32202
Attention: Tom Ossi, Technology Contract and Records Manager

As to the CONTRACTOR:
Presidio Networked Solutions LLC
12120 Sunset Hills Road, Suite 202
Reston, Virginia 20190
Attention: Jackie Arnett, Director Contracts Administration

7. Project Managers. Each party will designate a Project Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Project Manager is Robert Gray, grayr@coj.net, 904-255-8065 and the CONTRACTOR'S Project Manager is John Behee, jbehee@presidio.com, 904-638-5620. Each party shall provide prompt written notice to the other party of any changes to the party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Facsimile or email transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Witness:

Susan Lambert

Type/Print Name

Notary

Title

PRESIDIO NETWORKED SOLUTIONS LLC

By:

Andrew Haddy, Director Business Operations

Type/Print Name

Director Business Operations - South

Title

ATTEST:

By:
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

By:
Lenny Curry
Mayor

In accordance with the Ordinance Code, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number: 10006-02

Form Approved:

Office of General Counsel

:CT: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION
.H ORACLE CX

BID #: ESC-0048-19

OPEN DATE: 2019-01-09

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – FROM DATE OF AWARD THROUGH THE COMPLETION OF PROJECT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 28 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest scoring responsive, responsible bidder, Presidio Networked Solutions, LLC, for Migration of 630-City Call Center to Cisco Contact Center and CTI Integration with Oracle CX. Period of service will be from the date of award through completion of the project. Total award expenditure not-to-exceed $274,906.58 for Package A.

Funding for this award to be encumbered by account AFIT53A-ITES01-01 Sub-Object 069509, to be executed by purchase order(s) and formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Abstract of Bids, Terms and Conditions, Description of Services

Analyst: RUBEN OLA

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 1/31/19

OTHER:

ACTION OF AWARDING AUTHORITY

APPROVED DISAPPROVED DATE 1/31/19

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

January 23, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract and Records Manager, ITD

SUBJECT: ESC-0048-19 Migration of 630-City Call Center to Cisco Contact Center and CTI Integration with Oracle CX

Information Technologies Division (ITD) on behalf of the 630-City Call Center submitted an RFP to Procurement Division to migrate 630-City from Nortel Contact Center to the Cisco Unified Contact Center Express 11.6 platform.

Procurement provided the bid tab sheet for our review. The maximum points for each category are provided in the evaluation matrix. The total maximum points a vendor can score is 100 points. Two (2) bid proposals were received. ITD Management recommends awarding to Presidio Networked Solutions, LLC, as the overall highest scoring vendor based on the results of the evaluations in the amount of $274,906.58 for Package A. The items listed in Attachment B were optional. Funding Source AFIT53A - ITES01-01 Sub Object 069509.

VENDOR	Package A & Package B Pricing 25 Points Max	Vendor References 20 Points Max	Project Plan & Timeline 40 Points Max	Project Resource Resume 15 Points Max	Total 100 Points Max
Netsync Network Solutions, Inc.	25.00	0	36.67	15	76.67
Presidio Networked Solutions, LLC	**20.08**	**13.33**	**36.67**	**15**	**85.08**

The bids were evaluated by following committee: Monica Cichowlas, Customer service Manager; Kandie Bagby, Sr. Business System Analyst, and Jeremy McDaniel, Senior Voice Engineer. The services will be procured via purchase order and will require a formal contract through Office of General Counsel. Scoring Matrix Tab Sheet included.

Your favorable consideration of this request is appreciated.

CC: Michael Rooney, Network and Telecom Infrastructure Manager, ITD
Robert Gray, AITO, Technology Infrastructure Manager

ABSTRACT OF BIDS

TITLE: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

BID NO: ESC-0048-19

OPEN DATE: 01/09/2019

PURCHASING ANALYST: RUBEN OLA

NO. INVITED: (28) No. Received: (2) No Bids: (1)

RECORDED BY: R. BARNETT

			NetSync Network Solutions	Prestolo Network Solutions, LLC	
		TOTAL COST PACKAGE A	$206,085.08	$274,450.58	
		TOTAL COST PACKAGE B	$368,662.04	$435,675.25	
		NOTES:			
ITEM NO.	DESCRIPTION	POINTS			
1	Form 1 – Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 25)	25	25.00	20.08	
2	Vendor References - Form 4 (more CTI integrations receives a higher score)	20	0.00	13.33	
3	Project Plan & Timeline Meet the Requirements (see Section 4.2.1)	40	36.67	36.67	
4	Project Resource Resume & Qualifications (see Section 1.4, item 1b)	15	15.00	15.00	
	Total Points	100	76.67	85.08	
	Minimum Requirements		✓	✓	
	Business References		✓	✓	
	Insurance Agent Acknowledgement Form		✓	✓	
	CTI Functions and Features (Form 6)		✓	✓	
	Conflict of Interest:		✓	✓	
	Addendums (1,2):		1,2	1	

SCORING MATRIX ESC-0048-19

MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

Total Points	25 Points	20 Points	40 Points	15 Points	OVERALL	Rank
Criteria	Form 1 – Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 25)	Vendor References - Form 4 (more CTI integrations receives a higher score)	Project Plan & Timeline Meet the Requirements (see Section 4.2.1)	Project Resource Resume & Qualifications (see Section 1 4. Item 1b)	Total Points (100)	
NETSYNO NETWORK SOLUTIONS						
Reviewer 1 M.C	25.00	0.00	35.00	15.00	75.00	
Reviewer 2 K.B	25.00	0.00	35.00	15.00	75.00	
Reviewer 3 J.M	25.00	0.00	40.00	15.00	80.00	
Average	25.00	0.00	36.67	15.00	76.67	
PRESIDIO NETWORK SOLUTIONS, LLC						
Reviewer 1 M.C	20.23	20.00	40.00	15.00	95.23	
Reviewer 2 K.B	20.00	10.00	30.00	15.00	75.00	
Reviewer 3 J.M	20.00	10.00	40.00	15.00	85.00	
Average	20.08	13.33	36.67	15.00	85.08	

Monica Pichowla - Purchase
- office mgr.

ABSTRACT OF BIDS

TITLE: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

BID NO: ESC-0048-19

OPEN DATE: 01/09/2019

PURCHASING ANALYST: RUBEN OLA

NO. INVITED: (28) No. Received: (2) No Bids: (1)

RECORDED BY: R. BARNETT

	NetSync Network Solutions	Presidio Network Solutions, LLC
TOTAL COST PACKAGE A	$206,085.08	$274,450.58
TOTAL COST PACKAGE B	$368,662.04	$435,675.25

ITEM NO.	DESCRIPTION	POINTS	NotSync Network Solutions	Presidio Network Solutions, LLC	NOTES
1	Form 1 – Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score "= will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 25)	25	25.00	20.23	Based on total of package a and b
2	Vendor References - Form 4 (more CTI integrations receives a higher score)	20	0.00	20.00	
3	Project Plan & Timeline Meet the Requirements (see Section 4.2 1)	40	35.00	40.00	
4	Project Resource Resume & Qualifications (see Section 1.4, item th)	15	15.00	15.00	
	Total Points	100	75.00	95.23	
	Minimum Requirements		✓	✓	
	Business References		✓	✓	
	Insurance Agent Acknowledgement Form		✓	✓	
	CTI Functions and Features (Form 6)		✓	✓	
	Conflict of Interest		✓	✓	
	Addendums (1,2)		1,2	1	

Kandie Barber - Jr. Business Analyst ITD

ABSTRACT OF BIDS

TITLE: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

BID NO: ESC-0848-19

OPEN DATE: 01/09/2019

PURCHASING ANALYST: RUBEN OLA

NO. INVITED: (38) No. Received: (2) No Bids: (1)

RECORDED BY: R. BARNETT

	NetSync Network Solutions	Presidio Network Solutions, LLC
TOTAL COST PACKAGE A	$256,985.08	$274,450.58
TOTAL COST PACKAGE B	$368,662.04	$435,675.35

NOTES:

ITEM NO.	DESCRIPTION	POINTS	NetSync Network Solutions	Presidio Network Solutions, LLC
1	Form 1 – Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/This Bid) X 25)	25	25	20
2	Vendor References - Form 4 (more CTI integrations receives a higher score)	10	0	10
3	Project Plan & Timeline Meet the Requirements (see Section 4.2.1)	40	35	30
4	Project Resource Resume & Qualifications (see Section 1.4, Item (b)	15	15	15
	Total Points	100	75	75
	Minimum Requirements		✓	✓
	Business References		✓	✓
	Insurance Agent Acknowledgement Form		✓	✓
	CTI Functions and Features (Form 6)		✓	✓
	Conflict of Interest:		✓	✓
	Addendums (1,2)		✓	✓

ABSTRACT OF BIDS -Jeremy McDaniel

TITLE: MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX

BID NO: ESC-0048-19

OPEN DATE: 01/09/2019

PURCHASING ANALYST: RUBEN OLA

NO. INVITED: (28) No. Received: (2) No Bids: (1)

RECORDED BY: R. BARNETT

		NetSync Network Solutions	Presidio Network Solutions, LLC
	TOTAL COST PACKAGE A	$206,085.08	$274,450.58
	TOTAL COST PACKAGE B	$368,662.04	$435,675.25

ITEM NO.	DESCRIPTION	NOTES POINTS		
1	Form 1 Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each subsequentially higher cost shall be divided into the lowest cost received and the products score * will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 25)	25	25.00	20.00
2	Vendor References - Form 4 (more CTI integrations receives a higher score)	20	0.00	10.00
3	Project Plan & Timeline Meet the Requirements (see Section 4.2.1)	40	40.00	40.00
4	Project Resource Resume & Qualifications (see Section 1.4, Item 1b)	15	15.00	15.00
	Total Points	100	80.00	85.00
	Minimum Requirements			
	Business References		*	*
	Insurance Agent Acknowledgement Form		*	*
	CTI Functions and Features (Form 6)		*	*
	Conflict of Interest:		*	*
	Addendums (1,2):		*	*
			1,2	1

Presidio

FORM 1
Price Sheet

DESCRIPTION	PRICE
Package-A - REQUIRED	
Professional Services	$ 205,450.58
Hardware/Software Licenses	$ 69,456.00
Total Cost Package A	$ 274,906.58
Package-B – OPTIONAL ITEMS (Each Item must include necessary Software, Licenses & Professional Services for Item implementation)	
Configuration Item 1	$ –
Configuration Item 2	$ 9,000.00
Configuration Item 3	$ 27,000.00
Configuration Item 4	$ 9,000.00
Configuration Item 5	$ 41,976.00
Configuration Item 6	$ 51,570.00
Configuration Item 7	$ 72,129.25
Configuration Item 8	$ 20,000.00
Configuration Item 9	$ 20,000.00
Configuration Item 10	$ 95,000.00
Configuration Item 11	$ 30,000.00
Configuration Item 12	$ 50,000.00
Configuration Item 13	$ 10,000.00
Configuration Item 14	$ –
Total Cost Package B	$ 435,675.25

Note: Form 1 Price Sheet – Vendor must provide pricing for both Package-A and Package B.
All Cisco licensing will be provided by the City of Jacksonville for the following: Unified Communication Manager 11.5, Cisco Unity Connection 11.5, Cisco Unified Contact Center Express 11.6, and Cisco Emergency Responder 11.5.

PROCUREMENT DIVISION

ONE CITY. ONE JACKSONVILLE

ADDENDUM NO.	**ONE (1)**
BID NUMBER	**ESC-0048-19**
TITLE OF BID	**MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER**
OPENING TIME AND DATE	**2:00 P.M.; JANUARY 9, 2019**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

THE PURPOSE OF THIS ADDENDUM IS TO NOTIFY CONTRACTORS FOR THE FOLLOWING CHANGES:

A. Bid opening due date change from January 16, 2019 to January 9, 2019.
B. Under Minimum Requirements for Contractors - Section 1.4, page 3 – Insert Item 4. Winning bidder will be On-Site during:
   a) To install and migrate call center agents to Cisco phones
   b) During the CTI integration with Oracle CX
   c) Post call center agent migration and Oracle CX to CTI integration
C. Response Due Date –Section 1.9, Change January 8, 2019 to January 9, 2019.
D. Contact Person -Section 1.12. Insert 2nd paragraph. All questions must be submitted in writing via email. The last day to submit questions will be Friday, December 28, 2018 at 4:00pm.

*****PLEASE SIGN THIS ADDENDUM AND SUBMIT WITH BID******
NOTE: **FAILURE TO SUBMIT SIGNED ADDENDUM(s) WITH BID MAY POSSIBLY RESULT IN REJECTION OF BID.**

DATE: DECEMBER 10, 2018 BUYER: RUBEN OLA

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

Ola, Ruben

From: Brown, Elizabeth
Sent: Wednesday, January 16, 2019 10:34 AM
To: Bagby, Kandie
Cc: Ossi, Thomas; Ola, Ruben; McDaniel, Jeremy; Cichowlas, Monica; Rooney, Michael; Gray, Robert
Subject: RE: RE: ESC-0048-19 MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX- Evaluation Question

Kandie,

I'm including the other evaluators on this response for consistency. I am also copying Michael Rooney and Robert Gray for confirmation on these answers, since this project falls in their area.

If you have a specific technical question, please refer that to Michael Young.

Regarding Item No. 2, I suggest taking an approach such as:

- No CTI integrations – 0 points
- 1-2 CTI integrations – 10 points
- 3 or more CTI integrations – 20 points

On Item 4, the questions I would keep in mind are:

- Does the person have experience with similar projects or work?
- Does the person have experience with projects or work in a local government setting?
- Does the person's resume mention none, some or all of the terms listed in our **Package A – Requirement** (Required Features) list?
-

Please note that these are just my suggestions, I would expect there to be some individual variance in scoring based on the background and experience of the evaluators.

Thank you,

Elizabeth Brown
IT Operations Manager
Office: 904.255.8199
Cell: 904.652.9186

From: Bagby, Kandie <KBagby@coj.net>
Sent: Wednesday, January 16, 2019 7:47 AM
To: Ola, Ruben <RubenO@coj.net>
Cc: Brown, Elizabeth <ElizabethB@coj.net>; Ossi, Thomas <TOssi@coj.net>
Subject: RE: RE: ESC-0048-19 MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX- Evaluation Question
Importance: High

Good morning Ruben

Thank you for your direction.

Good morning Elizabeth and Tom

Would it be possible to have the Technical SME to provide feedback on Item NO. 4 (Qualifications)?

ITEM NO.	DESCRIPTION	POINTS
1	**Form 1 – Package A Pricing and Package B Pricing (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 25 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.)** **Score = (Lowest Bid/The Bid) X 25)**	25
2	**Vendor References - Form 4 (more CTI integrations receives a higher score)**	20
3	**Project Plan & Timeline Meet the Requirements (see Section 4.2.1)**	40
4	**Project Resource Resume & Qualifications (see Section 1.4, Item 1b)**	15
	Total Points	100

Please let me know if you have any questions.

Thank you,

Kandie Bagby
Sr. Business Systems Analyst
City of Jacksonville | Information Technologies Division
214 N. Hogan Street | Jacksonville, FL 32202
www.coj.net

From: Ola, Ruben <RubenO@coj.net>
Sent: Tuesday, January 15, 2019 4:49 PM
To: Bagby, Kandie <KBagby@coj.net>
Cc: Brown, Elizabeth <ElizabethB@coj.net>; Ossi, Thomas <TOssi@coj.net>
Subject: RE: RE: ESC-0048-19 MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX- Evaluation Question

Hi Kandie,

Please see attached reference guide and Ms. Elizabeth can help as well and further clarify since they developed this criteria.
Thanks,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

One City. One Jacksonville.

From: Bagby, Kandie
Sent: Tuesday, January 15, 2019 4:11 PM
To: Ola, Ruben
Subject: RE: ESC-0048-19 MIGRATION OF 630-CITY CALL CENTER TO CISCO CONTACT CENTER AND CTI INTEGRATION WITH ORACLE CX- Evaluation Question
Importance: High

Good afternoon Ruben

Can you provide clarity on the following items:

ITEM NO.	DESCRIPTION
2	**Vendor References - Form 4 (more CTI integrations receives a higher score)**
4	**Project Resource Resume & Qualifications (see Section 1.4, Item 1b)**

Please let me know if you have any questions.

Section 3
General Terms and Conditions of Agreement

3.1 Provision of Services

Contractor shall provide Buyer with all of the services and deliverables described in this RFP, the Response and the resulting Contract. If any services, functions or responsibilities are not specifically described in this RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2 Relationship of the Parties

In performance of the Services, Contractor shall be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3 Buyer's Right to Make Changes

Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4 Service Warranties

Contractor warrants that the Services shall be performed and delivered in a professional, first class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

Except with respect to the obligations of the Lead Contractor described in Section 1.3 of this RFP, the foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Services in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5 Limitation of Liability

Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, neither Buyer nor Contractor shall be liable for any speculative or unforeseeable damages or for any incidental, indirect, special, consequential or punitive damages or lost savings under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort including negligence, strict liability or otherwise, arising out of or related to Buyer's or Contractor's acts or omissions. Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, for all direct damages arising out of or related to the Contract, Contractor's cumulative liability for such damages under the Contract will be limited to an amount equal to two times the maximum indebtedness under the Contract. This limitation of liability is separate and apart from the insurance requirements under the Contract. The foregoing limitations of liability do not apply to (i) personal injury, death, tangible or real property damage, (ii) third party claims arising under any of the indemnity or warranty provisions of the Contract, including but not limited to indemnification obligations related to third party intellectual property rights, (iii) claims covered by any insurance policies required under the Contract, (iv) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including, but not limited to

rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.11 Intellectual Property

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.12 Software Development Processes and Standards

To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.13 Limitation of Warranty for Buyer-Furnished Software

In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("City's Right to Make Changes").

3.14 Loss of Data

If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.15 Purchase Orders

If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.18 Data Security Requirements

In performing the Services under the Contract, Contractor will need access to certain personal information as well as other confidential information including confidential business information of the City, and must safeguard such information in accordance with the requirements set forth in this Section 3.18, which shall be incorporated into any agreement between the City and the Contractor.

(a) Protected Information Defined. This Section 3.18 shall apply to information that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services by Contractor, in whatever form including but not limited to paper, electronic or oral, that is (a) individually identifiable information about City employees, employees' family members, residents, independent contractors, and other individuals, including but not limited to any individually identifiable health or financial information, (b) other confidential or proprietary information concerning City, and (c) marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature ("**Protected Information**").

(b) All Protected Information shall remain the sole and exclusive property of City.

(c) As used herein, Protected Information does not include information that (i) was publicly known through no unauthorized act of the Contractor, or otherwise known to the Contractor without an obligation of confidentiality, at the time of disclosure, (ii) subsequently becomes publicly known through no unauthorized act or omission of the Contractor, (iii) rightfully received from a third party without an obligation of confidentiality; or (iv) independently developed by the Contractor without the use of the Protected Information.

(d) The Contractor shall maintain any Protected Information in confidence to be used solely for purposes of conducting Services.

(e) The Contractor shall ensure that, except as required by law, Protected Information will be accessed, created, received, maintained, processed, modified, used, disclosed or destroyed by only Contractor's employees, officers, subcontractors, independent contractors or agents and solely as necessary and appropriate to perform the Services.

(f) In the event access to Protected Information to perform the Services requires access to the City's computer network, Contractor shall:

- Permit access only to Authorized Parties and no other persons. (As used herein: (i) "**Authorized Party**" means an employee or Affiliate of the Contractor or a third party engaged by Contractor who has a need to know or otherwise access Protected Information to enable Contractor to perform its obligations under the Contract, and who is bound in writing as provided in Section 2.4 below, and (ii) "**Affiliate**" of any specified person means and includes any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control," "controlling," and "controlled," when used with respect to such other person means the power to direct the management and policies of such other person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.)
- Be responsible for any unauthorized access to City's computer network by Contractor's employees, affiliates, or third party contractors.
- Not knowingly introduce any viruses, worms, time bombs, time locks, drop dead devices, traps, access codes, trap door devices, or any other malicious software that is designed to disrupt, disable, erase, alter, harm, or otherwise impair City, City information available through the computer network, or City's computer network.
- Maintain the confidentiality of access credentials to the City computer network.
- Promptly notify City of any actual or potential loss, disclosure, or unauthorized access of access credentials to the City computer network or any City information available through the computer network.

(g) Contractor will not, directly or indirectly, disclose Protected Information to a third party (subcontractor, independent contractor, agent, etc.) without express written consent from City unless and to the extent required by law enforcement or government bodies or as otherwise to the extent expressly required by

are reported as a result of the testing;

- conducting and documenting training for all employees and other workforce members who will have access to Protected Information; and
- access controls, including logging of all access and exfiltration, and retention of such access control logs for a period of no less than one (1) year.

(m) A "**Breach of Protected Information**" shall mean (i) any act or omission that materially compromises either Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor (or its agents or subcontractors), or by City should Contractor have access to City's systems, that relate to the protection of Personal Information, (ii) any unauthorized access, uses, disclosure, modification, or destruction of Protected Information known to Contractor whether or not harm is likely to result from the Breach, or (iii) receipt of a complaint in relation to the privacy practices of Contractor. Contractor shall report a Breach of Protected Information to City without unreasonable delay but not later than 24 hours after becoming aware of the Breach of Protected Information. Contractor shall provide such report by e-mailing **ITDSecurityAlert@coj.net** with a read receipt with a copy to City under the notice provisions of this Section 3.18. In the event of a Breach of Protected Information, the Contractor shall (i) shall not inform any third party of any Breach of Protected Information without first obtaining City's prior written consent; (ii) provide City with the name and contact information for an employee of Contractor who shall serve as City's primary contact and shall be available to assist City at all times in resolving obligations associated with a Breach of Protected Information; (iii) abide by City's determination concerning whether a reportable breach has occurred under applicable law and the steps necessary to comply with the notice requirements, including the content of the notices; and (iv) comply with all reasonable requests to assist in the investigation and mitigation of the Breach of Protected Information, including permitting access by City personnel and or its designees to Contractor's affected facilities and personnel and records involved in the matter, cooperating with City in any litigation or other formal action against third parties deemed necessary by City to protect its rights, and using its best efforts to prevent a recurrence of any such Breach.

(n) Notwithstanding any provision in the RFP to the contrary, the Contractor shall indemnify, defend and hold harmless City, its affiliates, members, directors, officers and employees ("City Indemnified Person") from and against any and all claims, suits, causes of action, inquiries, investigations, proceedings (a "**Claim**"), and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys' fees) which may be imposed on or incurred by or instituted against any such City Indemnified Person relating to or arising out of: (a) any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under this Section 3.18 or applicable law; or (b) Contractor's breach of this Section 3.18; provided, that the Contractor will not be liable under this section to the extent any losses are determined, in a final judgment by a court, not subject to further appeal, to have resulted primarily from the gross negligence, willful misconduct or bad faith of such City Indemnified Person. Contractor's obligations under this section extend to its acts and omissions, as well as the acts and omissions of Contractor's employees, officers, subcontractors, independent contractors, or agents.

The City Indemnified Person shall provide Contractor with prompt written notice of the existence of any Claim; non-financial assistance at Contractor's request and expense to the extent reasonably necessary for the defense of such Claim; and control over the defense or settlement of such Claim, provided that no settlement requiring any financial payment from City Indemnified Person, admission of liability by City Indemnified Person, or equitable or injunctive relief shall be made without City Indemnified Person's prior written consent. Indemnitee shall have the right to participate in the defense of any such Claim at its expense and through counsel of its choosing.

(o) The duties and obligations under this Section 3.18 shall commence as of the effective date of any Contract (or, if earlier, the first date any Protected Information was provided to Contractor), and shall terminate upon the earlier of the termination of the Contract or the date the Contractor no longer maintains or has access to any Protected Information; provided, however, subsection (o) shall survive the termination of the Contract and this Section 3.18, and this Section 3.18 shall survive so long as the Contractor retains any Protected Information.

Upon termination of the Contract for any purpose, Contractor shall return to City or destroy all Protected Information in its possession that is not necessary to perform any remaining services under the Contract. Contractor will contact City to determine whether the Protected Information (regardless of how stored by

After such period, the Contractor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control. Notwithstanding anything to the contrary in this Section 3.19, the City shall be entitled to Transition Assistance as provided in Section 3.30 of this RFP. If deletion of City data is requested by the City, the Contractor shall securely dispose of all City data in all of its forms, such as disk, CD/DVD, backup tape and paper. All such data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Contractor shall provide appropriate certificates of destruction to the City.

(c) Access to Security Logs and Reports. The Contractor shall provide reports to the City in a format agreed to by both the Contractor and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to the contract.

(d) Change Control and Advanced Notice. The Contractor shall give reasonable advance notice (to be determined at the contract time and included in a service level agreement) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. For the purposes of this RFP, a major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics and usually includes a new version number.

(e) Security. The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities.

(f) Non-disclosure and Separation of Duties. The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.

(g) Import and Export of Data. The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export data to/from other service providers.

(h) Responsibilities and Uptime Guarantee. The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.

(i) Subcontractor Disclosure. The Contractor shall identify all of its strategic business partners related to the Services, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

(j) Right to Remove Individuals. The City shall have the right at any time to require that the Contractor remove from interaction with City any Contractor representative whom the City believes is detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Services without the City's consent.

(k) Business Continuity and Disaster. The Contractor shall maintain a business continuity and disaster recovery plan that meets the City's requirements for business continuity and disaster recovery.

(l) Compliance with Accessibility Standards. The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

(m) Web Services. The Contractor shall use Web services exclusively to interface with the City's data in near real time when possible.

(10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.24 **Indemnification**

See Attachment F attached hereto.

3.25 **Insurance**

See Attachment G attached hereto.

3.26 **Buyer's Right to Suspend Work**

Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.27 **Buyer's Right to Terminate for Convenience**

Buyer reserves the right to terminate any Contract at any time and for any reason by giving written notice to Contractor. If a Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed prior to the date of termination. Notwithstanding the foregoing, Buyer shall not be obligated to pay for any such Services actually performed if payment would not be owing for such Services under the terms of this RFP had Buyer not terminated the Contract for convenience. Access to any and all City data and work papers will be provided to the Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Contractor shall return all City data to Buyer as provided in Section 3.18 (g), and Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.29 below.

3.28 **Buyer's Remedies Upon Contractor Default**

Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.32 No Waiver.

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.33 Qualification of Contractor Employees, Subcontractors, and Agents

All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.34 Security Procedures

Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.35 Restrictions on the Use or Disclosure of Buyer's Information

Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.36 Public Records

All documents received by Buyer in connection with the Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the Services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the Services. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

3.37 Protection of Contractor's Trade Secrets and Other Confidential Information.

All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.38 Assignment

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

3.39 Notice and Approval of Changes in Ownership

Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial

public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.40 Assignment of Antitrust Claims

Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.41 Equal Employment Opportunity

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.42 Other Non-Discrimination Provisions

As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.43 Prompt Payment to Subcontractors and Suppliers.

The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section 3.41 shall not apply:

(a) *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's

or MBE's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or MBE or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

3.44 Conflicts of Interest

Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.45 Contingent Fees Prohibited

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract 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 Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.46 Truth in Negotiation Certificate

The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.47 Compliance with Applicable Laws

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.48 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.49 Warranty of Ability to Perform

Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.50 Warranty of Authority to Sign Contract

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.51 Governing State Law/Severability/Venue/Waiver of Jury Trial

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.52 Construction

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.29 Contractor Remedies upon Buyer Default

Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.30 Transition Services

At any time prior to the date that any of the Contract expires or terminates for any reason (the "Termination Date"), Buyer may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance for up to 180 days following the Termination Date (or a time period as agreed upon by both the Buyer and Contractor), or until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. The plan shall contain the transition responsibilities, descriptions and schedules for the required tasks and must be produced for Buyer review and approval no more than 30 days from the notice of contract termination. During execution of the approved transition plan, the Transition Team (composed of City staff, Contractor(s), and personnel of another service provider) shall meet regularly to review and update the Transition Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities; and to summarize the progress on the Transition Plan to date. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor(s) in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor(s).

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates a Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor(s) may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor(s) in accordance with the invoicing and payment provisions of the Contract.

Transition Assistance shall include the orderly return of all City data as provided in Section 3.18 (g) of this RFP which return and deletion shall be accomplished by Contractor at no additional cost to buyer.

3.31 Force Majeure, Notice of Delay, and No Damages for Delay

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that

3.20 Invoicing and Payment

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.21 Taxes

Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.22 Right of Setoff

Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.23 Retention of Records / Audits

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten

Contractor) must be: (a) returned to City; or (b) destroyed. This provision shall apply to Protected Information that is in the possession of subcontractors, independent contractors or agents of Contractor. Except as otherwise agreed to by the Parties, Contractor shall retain no copies of Protected Information. In the event that City does not respond to such inquiry within sixty (60) days of receipt thereof, Contractor shall destroy all such Protected Information in its possession. Notwithstanding the foregoing, Contractor may retain a copy of such Protected Information as Contractor is required to retain for its regulatory purposes (but only the Protected Information necessary for compliance and only for as long as it is so required), provided that such copy must be safeguarded by Contractor consistent with the terms of this Section 3.18. At such time as the Protected Information is no longer required to be maintained by Contractor for its regulatory purposes, Contractor shall destroy said information.

(p) Upon City's request, Contractor shall grant City, or a third party on City's behalf, permission to perform (at City's cost) an assessment, audit, examination, or review of controls in Contractor's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes Protected Information for City pursuant to this Section 3.18. Any assessment, audit, examination, or review of controls under this subsection (p) must be preceded by reasonable prior written notice of the audit and shall be designed to assess compliance with applicable law and this Section 3.18.

1. Upon City's request, Contractor shall promptly and accurately complete an information security questionnaire provided by City or a third party on City's behalf regarding Contractor's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services, City computer networks accessed, and/or services being provided to confirm compliance with this Section 3.18, as well as any applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such inquiry. City shall treat the information provided by Contractor in the security questionnaire as confidential.
2. Upon City's request, Contractor shall provide City with the results of any audit performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of Protected Information processed or City computer networks accessed during the course of this RFP. Contractor acknowledges that any such results are not intended and do not provide a basis to conclude that Contractor is compliant with any particular provision of this Section 3.18 or applicable law.

3.19 <u>Special Terms and Conditions</u>

(a) Notification of Legal Requests. The Contractor shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under the contract, or which in any way might reasonably require access to the data of the City. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice. The Contractor shall contact the City upon receipt of any request from a third party for the City's data as such request may constitute a public records request under applicable Florida law.

(b) Termination and Suspension of Service. In the event of a termination of the Services, the Contractor shall implement an orderly return of City data in a CSV or another mutually agreeable format that is easily accessible, readable, and importable into other applications, whether running internally or in another provider's cloud, at a time agreed to by the parties and the subsequent secure disposal of all City data. In the event of any termination of the Services, or during any period of suspension of the Services, the Contractor shall not take any action to intentionally erase any City data without the prior written consent of the City. In the event of termination of the Services or Contract in entirety, the Contractor shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

applicable law or regulations or in the Contract; provided, however, that in the event such information is requested by a law enforcement authority or governmental authority (or is required to be divulged by law or regulation) Contractor shall give advance notice of such disclosure requirement to City and shall give City a reasonable opportunity to object to and contest such disclosure, including by seeking a protective order or other appropriate remedy. In the event Contractor is permitted hereunder to disclose Protected Information to a third party, the Contractor must obtain the written agreement from such third party agreeing to be subject to the same terms, conditions, protections, and limitations with respect to Protected Information contained in this Section 3.18, and Contractor shall remain liable to City for the actions and omissions of the third party concerning the treatment of the Protected Information, in accordance with the terms herein.

(h) Contractor will not use, sell, rent, transfer, barter, exchange, assign, distribute, or otherwise process or make available Protected Information for Contractor's own purposes or for the benefit of anyone other than City without City's express written consent.

(i) In the case of individually identifiable health information subject to the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, that is accessed, created or received by Contractor on behalf of City, Contractor will be subject to the terms of the Business Associate Agreement entered into between the parties and incorporated herein by reference.

(j) In the event Protected Information or protected health information under HIPAA is accessed, created or received by Contractor on behalf of City and pursuant to an authorization, such information may be used or further disclosed only as specifically set forth in such authorization.

(k) Except as directed by City in writing or as required under Section 6.2 below, Contractor may not modify or destroy any Protected Information. In the event Contractor is permitted to destroy Protected Information under this Section 3.18, Contractor shall burn, pulverize, or shred papers or destroy or erase electronic files or media so that the information on such papers, files, and media cannot be read or reconstructed as per industry accepted frameworks such as NIST Special Publication 800-53 or ISO/IEC 27000.

(l) Contractor shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under this Section 3.18, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices (such as ISO 27002, ITIL or COBIT or other industry standards of information security). Such safeguards shall include, without limitation, all of the following:

- a high level member of management with responsibility for safeguarding of Protected Information;
- periodic risk assessments (no less frequently than annually) for appropriateness of safeguards and make appropriate modifications;
- information systems authentication and access controls;
- data breach response protocol;
- securing physical facilities, data centers, servers, back-up systems and computing equipment, including, but not limited to, encryption and password protection for all mobile devices and other equipment with information storage capability to the extent technically feasible;
- network, device application, database and platform security;
- encryption of Protected Information at rest and in transit;
- authentication and access controls within media, applications, operating systems and equipment;
- disaster recovery and business continuity protocols;
- securing all paper files;
- securing transmission, storage and disposal of Protected Information;
- personnel security and integrity measures including, but not limited to, background checks consistent with applicable law;
- conducting external and internal penetration testing and vulnerability scans and promptly implementing, at Contractor's sole cost and expense, a corrective action plan to correct the issues that

3.16 Best Pricing for Comparable Services to Other Government Entities

Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.17 Deliverable Acceptance

(a) The term "Acceptance" shall mean written notice by City's Project Manager to Contractor's Project Manager that a Deliverable has been completed to City's satisfaction. Acceptance does not in any way limit City's rights under the Contract or applicable laws, rules and regulations.

(b) The term "Deliverable" shall mean each deliverable set forth this RFP, and any additional deliverables identified and documented in the Contract, and includes all work product, supporting documentation and other services that Contractor is required to, or otherwise does, deliver to City in connection with that deliverable.

(c) City's Project Manager will make the determination when a Deliverable is completed and there is Acceptance by City. Acceptance will be made by City only in writing and after adequate time to ensure a Deliverable has been delivered in accordance with the Contract. City will reject any Deliverable that is not in accordance with the Contract, and shall not be deemed to have Accepted any Deliverable until City has had a reasonable time to test the Deliverable following delivery or, if later, within a reasonable time after any deficiency in the Deliverable has become apparent. City may partially accept a Deliverable. If City elects to accept nonconforming Deliverables, City may in addition to other remedies, be entitled to deduct a reasonable amount from payments otherwise due to Contractor as compensation for the nonconformity. Any Acceptance by City, even if non-conditional, shall not be deemed a waiver, or settlement or Acceptance of any nonconforming Deliverable.

(d) The following Acceptance procedure will be used for each Deliverable:

1. Once Contractor's Project Manager presents a Deliverable as completed to City, City will have the time period, as is agreed upon in writing in advance by City and Contractor, to inspect and test such Deliverable (the "Testing Period") to ensure that it conforms to the Contract, including all specifications and requirements contained in this RFP and the Response. City will either (i) Accept the Deliverable; or (ii) provide written notice to Contractor stating how the Deliverable does not conform to the Contract (the "Non-Acceptance Notice").

2. Upon receipt of the Non-Acceptance Notice, Contractor, at Contractor's sole cost and expense, shall as promptly as commercially reasonable and without delay, and in any case within ten (10) business days (or such other time period as is agreed upon in writing in advance by City and Contractor), correct the non-conformances specified in the Non-Acceptance Notice and redeliver the Deliverable to City.

3. The parties shall repeat the process set forth in the immediately preceding two paragraphs until the Deliverable has been Accepted; provided, however, if Contractor: (i) fails to re-deliver any Deliverable within the time period specified, or (ii) fails more than twice to remedy a non-conformity, City will have the right, at City's option, to: (w) provide Contractor with an additional cure period; (x) accept the Deliverable as nonconforming, in which case payments otherwise due to the Contractor will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; (y) reject the Deliverable, in which case payments otherwise due to the Contractor will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; or, if the Deliverable is material to City's operations, (z) treat such failure as a material breach that is incapable of cure and terminate the appropriate Contract.

4. Notwithstanding City's Acceptance of any Deliverable, upon delivery of any associated Deliverable or the final completed Deliverable, City shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all other Deliverables. City shall perform such testing, and Contractor shall correct any nonconformities, in accordance with the procedures set forth in this Section, as though each such Deliverable was delivered on the date of delivery of the associated or final Deliverable.

performance requirements, or (v) costs or attorneys' fees that the Buyer is entitled to recover as a prevailing party in any action. These limitations of liability are in no way to be construed as a waiver or limitation by Buyer of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

If Buyer and any Contractor enter into two or more separate contracts for Services, the "maximum indebtedness under the Contract" for purposes of calculating the foregoing limitation of liability shall be the aggregate maximum indebtedness of all such contracts.

3.6 **Buyer Will Assist Contractor**

At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.7 **Location Requirements for Services**

Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.8 **Use of Subcontractors; Flow-Down Provisions**

Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.9 **Meetings and Reports**

Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.10 **Ownership of Works**

(a) As used in Sections 3.10 and 3.11, the term "Work" shall mean each Deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.11 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, Deliverable, or work product developed by Contractor specifically for Buyer in connection with the Services, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, Deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary

Section 4
Description of Services and Deliverables

4.1. Background

The Information Technologies Division (ITD) of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm, its ability to provide these items, and to obtain pricing commitments for the purchase of Professional Services to migrate our 630-CITY Call Center from Nortel Contact Center to Cisco Contact Center Express.

4.2. Scope of Services

The services sought under this RFP are generally described as follows: The Information Technologies Division (ITD) of the City of Jacksonville, Florida is requesting proposals to migrate 630-CITY from Nortel Contact Center, to the Cisco Unified Contact Center Express 11.6 platform. In addition, the contractor will provide a CTI (computer-telephone integration) with UCCX and Oracle CX. See Section 4, 4.3 Package-A requirements.

1. Contractor must provide a separate project plan and statement of work (SOW) with associated timelines which will include all the items in Package A-Requirements. Complete project must be ready for final testing by: March 25, 2019
2. Contractor must provide a document showing Project Manager contact information for the duration of the project.
3. A documented Solution Warranty of 12 months will be activated on Go-Live date.
4. Evidence to be provided by the contractor that the CTI application will be supported for a minimum of 5 years.
5. Contractor must have the ability to obtain and maintain liability insurance as required by the City of Jacksonville and must submit with their response, a signed affidavit from their insurance provider stating they can provide all required coverage at the levels required by the RFP or a "FOR BID PURPOSES ONLY" certificate of insurance evidencing all coverages, limits and additional provisions as required by the RFP.
6. Non-customer impacting work can be performed during Call Center normal business hours (Normal Work Hours 8:00am-5:00pm Mon thru Thurs, 08:00am-7:00pm Fri, and 8:00am-12:00pm Sat). Customer impacting work will need to be scheduled and approved as per our Change Management process during non-business hours.

4.3. Package A- REQUIREMENTS (REQUIRED FEATURES)

1. Configure four (4) separate incoming telephone numbers triggering different call flows with ACD functionality
2. Configure Four (4) separate call flows
3. Configure Ten (10) service queues
4. Configure up to Seventy (70) agents. (No licenses or hardware needed)
5. Configure Six (6) supervisors. (No licenses or hardware needed)
6. Applications must be tested and approved, via a City provided test number before go live
7. Integrate Cisco UCCX with Oracle CX using CTI. See Form 6 for CTI requirements.
8. Configure extension mobility for agents and supervisors
9. Configure Interactive Voice Response (IVR) on a 365 day/24 hour basis based on call flows. Exhibit A
10. Configures all call flows to allow callers to get the information they need using the fewest number of prompts and options
11. Eliminate current tones and delays, that occur in existing IVR
12. Configure multi-language options services including, but not limited to, English and Spanish
13. Configure each "menu" option as a separate announcement, allowing changes to be made without the need to record all options. The separate recordings should flow as one continuous announcement
14. Configure the system to play appropriate language prompts based on IVR option selection
15. Configure the option to transfer a citizen from the IVR to the appropriate CSR, department, and other identified entities outside the Call Center or allow the caller to return to the main menu
16. Configure self-service options, including directions, hours of operation, and application instructions
17. Configure the ability to report IVR analytics (Real time and historical) on call volume by request type, complexity, completed by CSR, success rates and other ad-hoc requests

18. Configure a user friendly interface with limited complexity of the citizen options to ensure bypassing the system is kept to a minimum
19. Configure the ability to make real time changes to call flows and recordings, for all applications, based on conditions set by the Call Center Supervisor (office evacuations, dept. meetings, emergencies, office extended hours)
20. Configure customizable messages or music to play while customers are on hold. Note: The customize message may be specific to the selection by the caller
21. Configure prompting to permit callers to enter the appropriate key if they already know the options they wish to select or go directly to a representative
22. Configure multiple announcements, while customers wait, that will not repeat during long wait times.
23. Configure an option for callers to opt out of hearing announcements while waiting to speak with a representative
24. Configure automated customer satisfaction surveys, after speaking with a CSR
25. Provide 24 hours of onsite agent and supervisor training
26. Vendor to provide detailed call flow diagram to include all decisions, announcement ID, pauses, time between announcements
27. Capability to do a data lookup via API

4.4. Package B REQUIREMENTS (OPTIONAL FUNCTIONALITY)

1. Configure options to conduct adhoc surveys of callers. Callers taking the survey will respond to spoken questions by pressing keys on their touch-tone phone or speaking. Responses should be stored automatically in a database
2. Configure the system to recall caller information about the last activity through the IVR, and provide this information to the CSR
3. Configure an option for customers to receive a call back, reserving position in queue, instead of waiting on hold
4. Configure a Predictive outbound dialing application
5. Install and configure automatic speech recognition (ASR), non-natural language, and text to speech (TTS) technologies, supporting 20 concurrent sessions
6. Install and configure automatic speech recognition (ASR), natural language, and text to speech (TTS) technologies, supporting 20 concurrent sessions
7. Configure an IVR option to allow callers to speak street number and street name, and have their solid waste collection schedule read back. This information will be obtained from database APIs
8. Configure an IVR option to allow callers to speak street number and street name, and have recommended emergency shelter location read back. This information will be obtained from database APIs
9. Configure an IVR option to allow callers to speak street number and street name, and have callers evacuation zone information read back. This information will be obtained from database APIs
10. Configure an IVR option to play date and time for available appointments, and allow the citizen to make a selection to schedule the appointment. This information will be obtained from database APIs
11. Configure an IVR option for callers to check the status of existing service requests, based on a request number. This information will be obtained from database APIs
12. Configure an IVR option for callers to create a new service request, based on information collected from customer
13. Configure an IVR option for callers to get answers, based on selection, to routine questions
14. Professional voice recording for application announcements, to include, but not limited to, English and Spanish

4.5. Delivery

Information Technologies Division (ITD) 214 North Hogan Street, 9th Floor, Jacksonville, Florida 32202. ITD Contact: Network & Telecom Infrastructure Manager. If applicable, a packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure. Inside delivery to the 9th floor storage area ONLY and if on pallets, must be broken down for delivery.